

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 2, 2022

7:00 p.m.

MEETING #5210

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 Pastor Albert Schrock of Bible Baptist Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Travel & Tourism Week Proclamation

National Train Day Proclamation

Building Safety Month Proclamation

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 21, 2022.
2. Approval of City Commission Meeting Minutes, March 21, 2022.
3. Appropriation Ordinance No.9, May 2, 2022.
4. Cereal Malt Beverage License:
 - a. Love's Travel Stops & Country Stores, 2505 E. Trail St.
5. Approval to Execute Agreement for KAIP Funding.
6. Approval of Contract for Water Service at 3204 Avenue A.
7. Approval of Appointment for Vacant Position on Housing Authority Board.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-15: A Resolution Declaring the Eligibility of the City of Dodge City, Kansas to Submit an Application to the Kansas Department of Transportation for use of Transportation Alternatives Funds for the Gunsmoke Trail-Comanche Extension Project in Dodge City and Authorizing the City Manager to sign the Application Report by Melissa McCoy, Assistant City Manager / Daniel Cecil, Parks & Facilities Director.

Resolution No. 2022-16: A Resolution Declaring the Eligibility of the City of Dodge City, Kansas to Submit an Application to the Kansas Department of Transportation for use of Transportation Alternatives Funds for the South Dodge Walking Trail Project in Dodge City and Authorizing the City Manager to sign the Application. Report by Melissa McCoy, Assistant City Manager / Daniel Cecil, Parks & Facilities Director.

Resolution No. 2022-17: A Resolution Repealing Resolution No. 2013-02 and all Other Resolutions in Conflict and Establishing New Rules, Regulations, and Fees for Maple Grove Cemetery. Report by Daniel Cecil, Parks & Facilities Director.

Resolution No. 2022-18: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (2022 CIP). Report by Finance Director, Nicole May.

Resolution No. 2022-19: A Resolution of the City of Dodge City, Kansas, Authorizing Certain Public Improvements and Providing for the Payment of the Costs Thereof (EDA South Wastewater Treatment Plant). Report by Finance Director, Nicole May.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Purchase of a 2020 Chrysler Pacifica for the Convention Visitors Bureau. Report by Ryan Reid, Director of Administration.
2. Approval of Camera Security System for Long Branch Lagoon. Report by Melissa McCoy, Assistant City Manager/Public Affairs.
3. Approval of Proposals for the SCADA and Telemetry Panel. Report by Corey Keller, Director of Public Works.
4. Approval of Special Assessment Proceedings for Wagon Wheel III. Report by Nicole May, Finance Director.

5. Approval of Bid for Two (2) Dodge Durango's for Dodge City Police Department. Report by Shannon McGee, Police Captain of Patrol.
6. Approval of the Contract for Discovery Phase Scope of Services for the Loretta Ave. & US 50 Intersection & Roadway Improvements North to Ross Blvd. Report by Ray Slattery, Director of Engineering Services.
7. Approve the Supplemental Agreement #1 to the Design Agreement/Scope of Services for the South WWTP Expansion. Report by Ray Slattery, Director of Engineering Services.
8. Approve the Design Agreement/Scope of Services for the Civil Portion of the H2S Improvements to the Warrior Bio-gas Project. Report by Ray Slattery, Director of Engineering Service.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT



PROCLAMATION

WHEREAS, travel has a positive effect on **Dodge City** and the **state of Kansas**' economic prosperity; and

WHEREAS, tourism is an economic driver, a business recruitment tool, and a building block for state and community pride for **Dodge City**; and

WHEREAS, travel to and throughout Kansas provides significant annual economic benefits for the state, generating more than \$9.4 billion in direct and indirect business sales, including \$6.0 billion spent directly by travelers; and

WHEREAS, key indicators from the 2020 Economic Impact of Tourism in Ford County report show that leaders in the community are support the importance and growth of tourism in **Dodge City** and throughout **Ford County**, with visitors **spending \$113 million in Ford County**, which ranks **8th** among all counties in the state; and

WHEREAS, travel in Ford County generated **\$10.8 million** accruing to **state and local taxes** with the largest two categories of spending being **recreation at \$31 million and food & beverages at \$26.9 million here in Ford County**; and

WHEREAS, the travel industry is the 12th largest employer in the state of Kansas and the 4th largest employer in **Ford County**, directly supporting more than 53,000 jobs statewide and more than 952 jobs in **Ford County** which is one out of every 15 non-farm jobs; and

WHEREAS, tourism is the welcome committee for capital investment in Kansas; and

WHEREAS, the travel industry is the heartbeat of our community and businesses, inviting visitors from around the globe to enjoy the experiences that only **Dodge City** can offer; and

WHEREAS, welcoming visitors from near and far has always been, and always will be, the enduring spirit of the travel industry in Kansas.

NOW, THEREFORE, I, Michael Burns, Vice Mayor, do hereby proclaim May 1-7, 2022 as

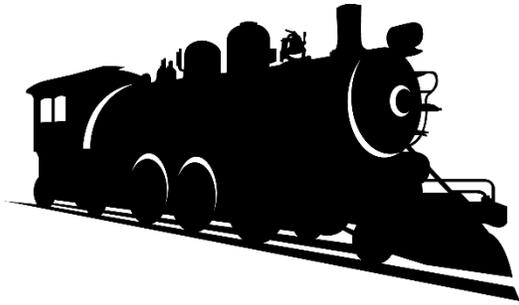
NATIONAL TRAVEL AND TOURISM WEEK

BE IT FURTHER RESOLVED that the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a **reception on May 3rd from 9:00 AM to 10:00 AM** at the Boot Hill Museum, **with complementary Historic Trolley Tours on that day at 10:30 AM and 1:30 PM** in observance of Travel and Tourism Week, and urge the citizens to join me in this special observance with appropriate events and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 2nd day of May, 2022

Michael Burns, Vice Mayor

Connie Marquez, City Clerk



NATIONAL TRAIN DAY PROCLAMATION

WHEREAS, Federal and State transportation departments have made expansion of high-speed and intercity passenger rail a top priority in building 21st-Century national infrastructure; and

WHEREAS, a healthy freight and passenger rail network is essential to keeping the American economy moving efficiently; and

WHEREAS, Dodge City has benefitted from train service on Amtrak's *Southwest Chief* route; and

WHEREAS, Amtrak continues to work with states on the development of the next generation of high-speed and intercity passenger rail trains which will create good jobs in the United States by resurrecting the domestic manufacturing base; and

WHEREAS, during FY 2021 (October 2020 - September 2021) Amtrak welcomed aboard more than 12.2 million passengers; and

WHEREAS, 5,324 passengers boarded or disembarked Amtrak trains in Dodge City during FY19;

NOW, THEREFORE, I, Michael Burns, Vice Mayor, do hereby proclaim May 7, 2022 as

NATIONAL TRAIN DAY

IN WITNESS THEREOF, I have hereunto set my hand this 2nd day of May, 2022

Michael Burns, Vice Mayor

Connie Marquez, City Clerk



PROCLAMATION

Building Safety Month — May 2022

Whereas, our City is committed to recognizing that our growth and strength depends on the safety and essential role our homes, buildings and infrastructure play, both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of these buildings that make up our community is achieved through the devotion of vigilant guardians—building safety and fire prevention officials, architects, engineers, builders, tradespeople, design professionals, laborers, plumbers and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, a nonprofit that brings together local, state, territorial, tribal and federal officials who are experts in the built environment to create and implement the highest-quality codes to protect us in the buildings where we live, learn, work and play, and;

Whereas, these modern building codes include safeguards to protect the public from hazards such as hurricanes, snowstorms, tornadoes, wildland fires, floods and earthquakes, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of our communities' largely unknown protectors of public safety—our local code officials—who assure us of safe, sustainable and affordable buildings that are essential to our prosperity, and;

Whereas, “Safety for All: Building Codes in Action,” the theme for Building Safety Month 2022, encourages us all to raise awareness about planning for safe and sustainable construction; career opportunities in building safety; understanding disaster mitigation, energy conservation; and creating a safe and abundant water supply to all of our benefit, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to consider the commitment to improve building safety, resilience and economic investment at home and in the community, and to acknowledge the essential service provided to all of us by local and state building departments, fire prevention bureaus and federal agencies in protecting lives and property.

NOW, THEREFORE, I, Kent Smoll, Mayor of the City of Dodge City, do hereby proclaim the month of May 2022 as Building Safety Month. Accordingly, I encourage our citizens to join us as we participate in Building Safety Month activities.

Signature



CITY COMMISSION WORK SESSION

City Hall Commission Chambers

Monday, April 18, 2022

6:30 p.m.

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

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

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CALL OR ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Rick Sowers, Chuck Taylor, Michael Burns, Joseph Nuci

WORK SESSION

Jackie Regan-Gaucin CEO of Dodge City YMCA gave background on how they became an independent YMCA of Dodge City and the relationship with the YMCA and the City. She also gave up dates on programs and memberships and on all the remodeling and improvements that have been made to the facility. They received their independent license back in July 2021. On behalf of the board we are appreciative of all the support of the city and thanked Ernestor De La Rosa for all his involvement with the YMCA.

Corry Israel thanked the city for their relationship with the YMCA. Dave Rebein echoed what was said.

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, April 18, 2022

7:00 p.m.

MEETING #5209

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

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CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Rick Sowers, Chuck Taylor, Michael Burns, Joseph Nuci

INVOCATION BY Roberto Avila of The Salvation Army

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

City Manager Nick Hernandez read the Arbor Day proclamation. Mayor Kent Smoll Kansas, do hereby proclaim Friday, April 29th, 2022, as Arbor Day in the City of Dodge City, and urged all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and further, I urged all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

Daniel Cecil spoke on the upcoming Arbor Day celebrations. There will be two tree plantings this year on Friday, April 29th. The dedication tree which is done by the Parks & Facilities Advisory Board will be planted at 9:00 am at the Mariah Hills Golf Course in honor of the former Parks Director Paul Lewis for all his work, dedication and his services that he had for our community. At 11:30 two trees will be planted at the Beeson Arboretum. There will also be a tree planting project at Chilton Park with about twenty-five trees to be planted.

City Manager Nick Hernandez read the Fair Housing Proclamation. Mayor Kent Smoll proclaimed the month of April as Fair Housing Month and expressed the hope that this year's observance will promote fair housing practices throughout the City.

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).

Police Chief Drew Francis introduced Michael Imel as a new City of Dodge City Police Officer. Michael was born and raised in Dodge City. He was sworn in with the City Loyalty Oath. Congratulations Michael.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, April 4, 2022.
2. Appropriation Ordinance No.8, April 18, 2022.
3. Change Order #1, Dodge City Levee Improvements – Ave. D Drain Repairs.

Commissioner Michael Burns moved to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2022-13: A resolution determining the advisability of the making certain internal improvements in the City of Dodge City, Kansas; making certain finding with respect thereto; and authorizing and providing for the making of the improvements in accordance with such findings (various internal improvements/Milstock Addition Unit 2). Commissioner Rick Sowers made a motion. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

Resolution No. 2022-14: A resolution regarding the cleanup of the property located at 500 Cherry Street, Dodge City, Kansas, and providing for cooperation with the Kansas Department of Health and Environment in achieving said repair and cleanup was approved on a motion by Commissioner Michael Burns. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the appointment of Angelica Villanueva for the vacant position on the Planning Commission. Commissioner Michael Burns seconded the motion. The motion carried unanimously.

2. Commissioner Joseph Nuci moved to approve the Plat for Sundance Addition. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.
3. Commissioner Michael Burns moved to approve the Plat for Hilmar Cheese Company. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

Corey Keller gave a presentation on Traffic Light Cameras.

There was discussion on the Wright Park Zoo.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: City Manager
City Commissioners
From: Corey Keller Public Works Director
Date: April 27, 2022
Subject: Approval to Execute Agreement for KAIP Funding
Agenda Item: Consent Calendar

Recommendation: To Authorize an agreement with Kansas Department of Transportation for the use of \$80,000.00 in Kansas Airport Improvement Program (KAIP) funds to purchase a new airfield generator for the Dodge City Regional Airport.

Background: The current generator at the airport is an old military surplus generator which was installed many "many" years ago. We are currently having issues finding parts to keep the generator running when necessary. It is currently in operation however it does not start on its own when ever there is a power outage. This generator is responsible for suppling power to the terminal building, the FBO hanger, and the airfield lighting system for Runway 14/32.

Justification: Staff will utilize these funds to purchase a new generator and transfer switch system once the grant is approved. This recommendation is only the acceptance of the grant offer, staff will bring the purchase of the generator back to commission once the bidding process has been completed.

Financial Considerations: The grant is 90/10 grant offer. The State will pay ninety percent of the funding for this purchase while the city will only be responsible for the additional ten percent. The total grant offer is for \$80,000. The State will pay \$72,000.00 and the city will pay \$8,000.00.

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

Legal Considerations: Legal is reviewing the grant offer and no documents will be signed until there is an agreeance.

Attachments: KDOT Grant Offer AV-2023-23



Dwight D. Eisenhower State Office Building
700 S.W. Harrison Street
Topeka, KS 66603-3745

Julie L. Lorenz, Secretary of
Transportation
Robert W. Brock, Director

Phone: 785-296-2553
ksdot#publicinfo@ks.gov
<http://www.ksdot.org>
Laura Kelly, Governor

March 4, 2022

Mr. Corey Keller
Dodge City Regional Airport
100 Airport Road
Dodge City, KS 67801

RE: KDOT Grant Offer – Project Number AV-2023-23

Dear Mr. Keller,

Congratulations, you have been approved for FY 2021 Kansas Airport Improvement Program (KAIP) funding to assist you in your project to Replace airfield generator.

To complete this process, I have included the following documents for your action:

1. Grant Payee Information sheet (please complete)
2. Airport Project Agreement specific to your project (two copies, review and sign both)

KDOT requires you to return the 2 signed hard-copy agreements and completed grant payee sheet within 120 days of the date on this letter. This grant offer will expire on June 3rd, 2022. This grant is for the state fiscal year 2023. No work will be reimbursed that begins before the start of FY 2023, which begins July 1, 2022.

Please email a scanned copy of the signed contract directly to the KDOT Office of Chief Counsel's Contracts team at KDOT#OCC.Contracts@ks.gov to speed up the approval stamp/signature process.

Please ensure proper coordination with the FAA prior to starting this project. Such work may include but is not limited to updating of ALPs, filing construction reports such as 7460 or 7480, or environmental or obstacle determinations.

An original copy of the signed agreement will be returned to you upon completion.

If you have questions or concerns, please don't hesitate to contact us directly at (785) 296-2553. We look forward to working with you for the growth of Kansas aviation.

Sincerely,

A handwritten signature in black ink, appearing to be "R. Brock".

Robert W. Brock
Director

AVIATION AGREEMENT FOR EQUIPMENT AND ASSOCIATED FACILITIES

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

RECITALS:

- A. The Sponsor has applied for, and the Secretary has approved an Aviation Facilities and/or Equipment Project to: replace the emergency airfield generator for the Dodge City Regional Airport.
- B. The Secretary has approved the use of Kansas Airport Improvement Program (KAIP) funds from the State’s General Aviation Airport Development Fund for this purpose, limited to the scope of the Project, as further described below.
- C. The Secretary and the Sponsor are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of the Airport.
- D. The Secretary and the Sponsor desire to enter into this Agreement to participate in the cost of the Project by use of State funds.

NOW, THEREFORE, the Parties agree as follows:

ARTICLE I

DEFINITIONS:

As used in this Agreement, the capitalized terms below have the following meanings:

1. **“Agreement”** means this written document, including all attachments and exhibits, evidencing the legally binding terms and conditions of the agreement between the Parties.
2. **“Airport”** means Dodge City Regional Airport, a Public Use General Aviation Airport, located at 100 Airport Road, Dodge City, Kansas 67801.
3. **“Construction”** means the work done on the Project after Letting, consisting of building, altering, repairing, improving, or demolishing any structure, building or pavement; any drainage, dredging, excavation, grading, or similar work upon real property.
4. **“Construction Contingency Items”** means unforeseeable elements of cost within the defined project scope identified after the Construction phase commences.

19. **“Project”** means all phases and aspects of the endeavor to be undertaken by the Sponsor, being as follows: replace the emergency airfield generator for the Dodge City Regional Airport in Dodge City, Kansas and is the subject of this Agreement.
20. **“Public Use General Aviation Airport”** means any airport available for use by the general public for the landing and taking off of aircraft but shall not include any airport classified as a primary airport by the Federal Aviation Administration (FAA), as defined in K.S.A. § 75-5061(e) or other applicable statute.
21. **“Secretary”** means the Secretary of Transportation of the State of Kansas, and his or her successors and assigns.
22. **“Sponsor”** means the City of Dodge City, Kansas, with its place of business at 806 N. 2nd Avenue, Dodge City, KS 67801.
23. **“Useful Life Period”** means a sufficient period of time, as specifically designated in this Agreement in Article IV, paragraphs 9 and 10, to secure the investment of KAIP funds in the Project based on the nature and magnitude of Project costs and generally accepted economic or useful life cycle norms for the type of Construction involved in the Project.

ARTICLE II

FUNDING:

1. **Funding.** The table below reflects the funding commitments of each Party. The Parties agree costs and contributions reflected below are for encumbrance purposes and may be subject to change.

Party	Responsibility	Total Projected Contributions (\$)
Secretary	90% of Participating Costs of the Project, not to exceed \$72,000.00.	72,000.00
Sponsor	10% of Participating Costs of the Project until Secretary’s funding limit is reached; 100% of Participating Costs of the Project after Secretary’s funding limit is reached; 100% of Non-Participating Costs.	8,000.00
Total Estimated Project Cost		80,000.00

the Sponsor, the Sponsor's employees, agents, subcontractors or its consultants. The Sponsor shall not be required to defend, indemnify, or hold the Secretary harmless for negligent acts or omissions of the Secretary or the Secretary's authorized representatives or employees.

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

6. **Accounting.** Upon request by the Secretary, the Sponsor will provide the Secretary an accounting of all actual Non-Participating Costs associated with the Project which are paid directly by the Sponsor to any party outside of the Secretary and costs incurred by the Sponsor not to be reimbursed by the Secretary. This will enable the Secretary to report all costs of the Project to the legislature.

7. **Legal Authority.** By signature on this Agreement, the signatory certifies that he or she has legal and actual authority as representative and agent for the Sponsor to enter into this Agreement on its behalf. The Sponsor agrees to take any administrative and/or legal steps as may be required to give full effect to the terms of this Agreement.

8. **Maintenance.** When the Project is completed and final acceptance is issued the Sponsor will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. If notified by KDOT's Division of Aviation of any unsatisfactory maintenance condition, the Sponsor will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is completed to the Secretary's satisfaction.

9. **Assurance Clause.** At any time that the public is not allowed access to the Airport, the Sponsor agrees to reimburse the Secretary a prorated amount based on a ten (10) year useful life of the Project. This assurance clause will be valid and enforceable for ten (10) years from the date that the final payment is authorized. This provision is only applicable to closure for non-airport purposes.

10. **Useful Life.**

- (a) **Useful Life Period.** The Parties agree the Useful Life Period of the Project is ten (10) years, commencing on the date the Secretary gives notice of final acceptance of the Project.
- (b) **Change in Public Use.** After the Project is completed and during the entire Useful Life Period, the Airport shall remain open for public use. Any change in the public use of the real property for the Project will require written approval from the Secretary.

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

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

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

8. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same agreement.

9. **Severability.** If any provision of this Agreement is held invalid, the invalidity does not affect other provisions which can be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

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

City of Dodge City, Kansas

By: _____
Mayor

KANSAS DEPARTMENT OF TRANSPORTATION

Julie L. Lorenz, (date)
Secretary of Transportation

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

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

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

ASSURANCE APPENDIX E

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

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- The Federal Aid Highway Act of 1973 (23 U.S.C. § 324 et. seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et. seq.) as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et. seq.), prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL No. 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with LEP, and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681)



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: May 2, 2022
Subject: Contract for Water Service for David & Betty Gordon, 3204 Ave. A
Agenda Item: Consent Calendar

Recommendation: Approve Contract for Water Service.

Background: The City has allowed County Residents/Business/Property Owners located adjacent to a City waterline to connect service lines once a Contract has been approved between the Resident/Business/Property Owner and the City. Mr. & Mrs. Gordon have recently purchased this house on Ave. A. They are wanting the house to have City water instead of being on a well. He is requesting a domestic service from the City's line on the west side of Ave. A.

Justification: By allowing these connections, the Residents/Businesses/Property Owners have access to a potable water supply when their private well becomes non-operational, has other issues, like contaminations, or they just want a secure water supply. The connection provides a safe supply of potable water for the Resident/Business/Property Owner.

Financial Considerations: The cost for the installation of the service, and meter will be paid for by the property owner. The property owner will also be responsible for the fees to file the Water Contract with the Register of Deed's Office.

Purpose/Mission: This project aligns with the City's Core Value of "Safety". Together we endeavor to provide a safe potable water supply for the Residents/Businesses/Property Owners around Dodge City.

Legal Considerations: None

Attachments: Contract for Water Service

AGREEMENT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and David and Betty Gordon, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

Lot Five (5), Block One (1), Kliessen's Subdivision in the West ½ of Section 13, Township 26 South, Range 25 West of the 6th P.M., according to the plat recorded in Book C at Pages 66-70

More commonly known as 3204 Ave A; hereinafter referred to as "the premises".

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public water system at such point or location. Should the City elect not the extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

Contract for Water Service

Page 2

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$ 2500.00 which amount may be increased due to unforeseen circumstances or decreased due to actual costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

SPECIAL CONDITIONS:

No Special Conditions are required for this installation.

Contract for Water Service

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THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
E. Kent Smoll, Mayor

ATTEST:

Connie Marquez, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **E. Kent Smoll**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

Page 4

By David Gordon
(Owner Signature)
David Gordon
(Printed Owner Name)

Betty Gordon
(Owner Signature)
Betty Gordon
(Printed Owner Name)

DATED this 13 day of April, 2022

STATE OF KANSAS, FORD COUNTY, ss:

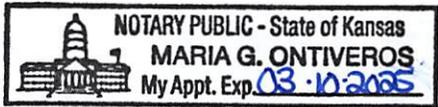
BE IT REMEMBERED, that on this 13 day of April, A.D. 2022, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Maria G. Ontiveros
Notary Public

My Appointment Expires:





Memorandum

To: City Commission; CC: City Manager Nick Hernandez
From: Abbey Martin, Public Information Officer
Date: 4/28/2022
Subject: Housing Authority Board - Vacant Position
Agenda Item: Consent Agenda

Recommendation: Staff recommends the appointment of Elizabeth Elkins to fill a vacancy on the Housing Authority Board.

Background: The City of Dodge City appoints five positions to the Housing Authority Board, and two have been vacant since the expiration of terms for Mollea Wainscott and Sarah Heeke that did not have applicants to fill, and the term members did not wish to be reappointed

Justification: The appointment of Elizabeth will bring the Housing Authority closer to a full board.

Financial Considerations: None.

Purpose/Mission: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None.

Attachments: Application



APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: ELIZABETH R ELKINS OCCUPATION: retired
 ADDRESS: 202 W. La Mesa Drive Dodge City TELEPHONE: 620 314 3114
 E-MAIL: e.lizabetroseelkins@gmail.com

Advisory Board(s) you wish to be considered for (if seeking appointment to the Convention and Visitors Bureau Advisory Board, please state the appropriate sector you belong to: At-Large/Local Business, Attraction, or Hotel/Motel/Restaurant):

Housing Board Authority

Tell us about your educational background:

School	Dates Attended	Major
<u>Texas Women's University Denton, Tx</u>	<u>1985-1988</u>	<u>Political Science</u>

Work history:

Job and Title	Dates of Employment
<u>H&R Block OFFICE MGR; Tax Preparer</u>	<u>October 2003 - April 2020</u>
<u>Tech Ine Resident Tech</u>	<u>2016 - 2018</u>
<u>Census Bureau Administration Manager</u>	<u>1998 - September 2000</u>
<u>New Orleans Veteran Hospital Secretary</u>	



To the best of your knowledge, would the appointment of you to the advisory board(s) listed above for consideration create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

not at all

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

no

Tell us about other qualifications you have which you feel qualify you for an appointment.

- Worked for the federal Government*
- Reviewed policies & guidelines*
- Adhered to policies & guidelines*

Signature: Elizabeth R. Elkins Date: 21 Apr 2022

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880. Fax: 620-225-8144.

E-mail: abbeym@dodgecity.org.

Thank you for your interest!



Memorandum

To: Nick Hernandez, City Manger
City Commissioners

From: Melissa McCoy, Asst. City Manager
Daniel Cecil, Director of Parks & Facilities

Date: May 2, 2022

Subject: Transportation Alternatives Resolutions

Agenda Item: Ordinances & Resolutions

Recommendation: Staff recommends adopting Resolutions 2022-15 and 2022-16 authorizing the submission of applications to the Kansas Department of Transportation regarding Transportation Alternatives (TA) projects for the Gunsmoke Trail-Comanche Extension and the South Dodge Walking Trail.

Background: In February this year, KDOT announced a Call for Projects for TA projects including bicycle/pedestrian trails. Over recent weeks, staff has worked to develop two projects, a Comanche extension running from 1st and Comanche east to Ave. K and the South Dodge Walking Trail which would connect Beeson Arboretum with Wright Park and the downtown core area.

Project concepts were submitted to KDOT for preliminary approval, and we were notified that the City was eligible to submit formal applications for both projects. Those applications and supporting documents are due to KDOT May 13th.

Justification: The City has completed three previous TA projects that provided for the construction of four miles of 10' wide paved bicycle/pedestrian trail. The system has enjoyed substantial use by the public and on any given day, many residents can be found walking the trail and enjoying the benefits of healthy exercise and social interaction in a safe environment.

These projects significantly expand the reach of the City's existing trail system. They provide capacity into areas currently not served by the trails system and connect new neighborhoods to the downtown core area and the north Central business area.

Financial Considerations: The project estimate for grant eligible costs on the Comanche Extension project is \$1,090,970. The TA grant will cover 80% of those costs or \$872,776 and the City's 20% match would equal \$218,194. The City will also be responsible for preliminary design budgeted at \$104,471 making a total City obligation of \$322,665.

Comanche Extension	
Grant Eligible Costs	
Construction Estimate	903,925
Engineering (Project Administration)	51,456
Contingency	135,589
	1,090,970
Funding	
TA Grant (80%)	872,776
City Match (20%)	218,194
	1,090,970
City Obligations	
Match	218,194
Preliminary Engineering	104,471
Total City Obligation	322,665

The estimate for grant eligible costs on the South Dodge project is \$2,122,318. The TA 80% grant will cover \$1,697,854 and the City's 20% match would be \$424,464. Additional City responsibilities will be \$203,233 for preliminary engineering for a total obligation of \$627,697.

South Dodge Walking Trail	
Grant Eligible Costs	
Construction Estimate	
Trail Construction	768,450
Second Ave Bridge Improvements	990,000
	1,758,450
Engineering (Project Administration)	100,100
Contingency	263,768
	2,122,318
Funding	
TA Grant (80%)	1,697,854
City Match (20%)	424,464
	2,122,318
City Requirements	
Match	424,464
Preliminary Engineering	\$ 203,233
Total City Obligation	627,697

For both projects the City's combined obligation is \$950,362. If both projects were to be approved, expenses would start occurring late in 2022 but the vast majority would be expended in 2023 and 2024.

Funding is available in the Growth Fund or may be bonded as necessary.

Purpose/Mission: The purpose of these projects is to make Dodge City the best it can be and to make the community more walkable for citizens and visitors.

Legal Considerations: These two trail options will be constructed almost entirely on City right-of-way. An easement will be needed adjacent to the Country Club property to allow the trail to be fit amongst existing trees. Also support would be beneficial from the Boot Hill & Western Railroad Holding Company where the trail crosses their tracks on Sunnyside. Staff is in contact with both properties to provide the necessary agreements.

Attachments: Resolution 2022-15
 Resolution 2022-16
 Gunsmoke Trail – Comanche Extension application
 Comanche Extension Site Plan
 South Dodge Walking Trail application
 South Dodge Trail Site Plan

RESOLUTION 2022-15

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF DODGE CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES FUNDS FOR THE GUNSMOKE TRAIL-COMANCHE EXTENSION PROJECT IN DODGE CITY AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION.

Whereas, the City of Dodge City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Dodge City Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$872,776 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2023-24; and

Whereas, the City of Dodge City Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

Whereas, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

Whereas, the City of Dodge City Kansas, acknowledges availability of the required local match of no less than 20% and the availability of funds to pay all upfront costs, since the TA Program is a cost reimbursement program; and,

Whereas, the City of Dodge City Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Dodge City, Kansas has recommended that an application be submitted to the State of Kansas for the Gunsmoke Trail Comanche Extension project.

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

SECTION 1. That the City of Dodge City, Kansas, does hereby authorize City Manager Nikolaus J.Hernandez to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of The City of Dodge City Kansas.

SECTION 2. That the City of Dodge City, hereby assures the Kansas Department of Transportation that sufficient funding for a minimum 20% match and all non-reimbursable expenses, e.g. PE, ROW, utilities, etc. for the Comanche Extension project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the Comanche Extension project will be available for the life of the project.

SECTION 4. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that the City of Dodge City, Kansas, will have title or permanent easement to the Comanche Extension project by the time of project letting, if necessary.

SECTION 5. That City Manager Nickolaus J. Hernandez of Dodge City, Kansas is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Dodge City, Kansas. The Assistant City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Dodge City in this and subsequent related activities.

SECTION 6. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that the City of Dodge City, Kansas, is willing and able to, if the Comanche Extension project is selected for funding, administer all activities involved with the Comanche Extension project.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas, this 2nd day of May 2022.

Mayor

ATTEST:

Connie Marquez, City Clerk

RESOLUTION 2022-16

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF DODGE CITY, KANSAS TO SUBMIT AN APPLICATION TO THE KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ALTERNATIVES FUNDS FOR THE SOUTH DODGE WALKING TRAIL PROJECT IN DODGE CITY AND AUTHORIZING THE CITY MANAGER TO SIGN THE APPLICATION.

Whereas, the City of Dodge City, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorized by K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

Whereas, the City of Dodge City Kansas, is submitting an application to the Kansas Department of Transportation for Transportation Alternatives (TA) Program funds in the amount of \$1,697,854 as outlined in KDOT's Transportation Alternatives Program Guidance & Application Packet for Federal Fiscal Year 2023-24; and

Whereas, the City of Dodge City Kansas, is participating as an eligible Project Sponsor in the Kansas Department of Transportation's TA Program; and

Whereas, Federal monies are available under a Transportation Alternatives Program, administered by the State of Kansas, Department of Transportation, for the purpose of creating and promoting the planning and development of active transportation facilities and programs in Kansas; and

Whereas, the City of Dodge City Kansas, acknowledges availability of the required local match of no less than 20% and the availability of funds to pay all upfront costs, since the TA Program is a cost reimbursement program; and,

Whereas, the City of Dodge City Kansas, agrees to pay any costs that exceed the project amount if the application is selected for funding; and,

Whereas, after appropriate public input and due consideration, the Governing Body of the City of Dodge City, Kansas has recommended that an application be submitted to the State of Kansas for the South Dodge Walking Trail project.

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

SECTION 1. That the City of Dodge City, Kansas, does hereby authorize City Manager Nickolaus J. Hernandez to submit an application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of The City of Dodge City Kansas.

SECTION 2. That the City of Dodge City, hereby assures the Kansas Department of Transportation that sufficient funding for a minimum 20% match and all non-reimbursable expenses, e.g. PE, ROW, utilities, etc. for the South Dodge Walking Trail project is available, as the Transportation Alternatives Program is a reimbursement program.

SECTION 3. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that sufficient funding for the operation and maintenance of the South Dodge Walking Trail project will be available for the life of the project.

SECTION 4. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that the City of Dodge City, Kansas, will have title or permanent easement to the South Dodge Walking Trail project by the time of project letting, if necessary.

SECTION 5. That City Manager Nickolaus J. Hernandez of Dodge City, Kansas is authorized to sign the application to the Kansas Department of Transportation for Transportation Alternatives Program funds on behalf of the citizens of City of Dodge City, Kansas. The Assistant City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Dodge City in this and subsequent related activities.

SECTION 6. That the City of Dodge City, Kansas, hereby assures the Kansas Department of Transportation that the City of Dodge City, Kansas, is willing and able to, if the South Dodge Walking Trail project is selected for funding, administer all activities involved with the South Dodge Walking Trail project.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas, this 2nd day of May 2022.

Mayor

ATTEST:

Connie Marquez, City Clerk



Transportation Alternatives (TA) Program FFY 2023-24 PROJECT APPLICATION FORM

APPLICANT INFORMATION			
1. ELIGIBLE APPLICANT – select only one <input checked="" type="checkbox"/> Municipality <input type="checkbox"/> County <input type="checkbox"/> State Agency <input type="checkbox"/> Federal Agency <input type="checkbox"/> Small MPO <input type="checkbox"/> Tribal Gov. <input type="checkbox"/> Other _____			
2. AGENCY NAME City of Dodge City		3. CO-SPONSOR (if any)	
4. AGENCY MAILING ADDRESS PO Box 880		CITY Dodge City, KS	ZIP 67801
5. PRIMARY CONTACT Melissa McCoy	TITLE/ORGANIZATION Assistant City Manager	EMAIL melissam@dodgecity.org	PHONE 620/225-8100
SECONDARY CONTACT Daniel Cecil	TITLE/ORGANIZATION Dir of Parks & Facilities	EMAIL danielc@dodgecity.org	PHONE 620/225-8160

PROJECT DESCRIPTION		
6. PROJECT NAME Gunsmoke Trail – Comanche Extension		
7. LOCATION/ADDRESS 1 st Ave and Comanche		8. PROJECT LIMITS (mileposts, intersecting roadways, rivers, railroads, other boundaries) 1 st Ave and Comanche east to Ave. K
9. COUNTY Ford	10. MUNICIPALITY City of Dodge City	11. PROJECT RADIUS (e.g. ½ mile, 1 mile) 1.25 miles
12. 3-4 SENTENCE DESCRIPTION OF PROJECT PURPOSE AND SCOPE Construct a 10' wide bicycle/pedestrian trail running along Comanche from 1 st Ave to Ave. K to connect multiple east community neighborhoods to retail and recreational opportunities in the northcentral core area. Provide all necessary signage and markings and drainage structures as required. Where existing signals are not available or practical, utilize Rapid Rectangular Crossing Beacons as needed to facilitate major street crossings.		



Transportation Alternatives (TA) Program FFY 2023-24 PROJECT APPLICATION FORM

ELIGIBILITY	
13. PROJECT CATEGORY – select only one	
PEDESTRIAN & BICYCLE / NON-MOTORIZED TRANSPORTATION <input checked="" type="checkbox"/> Pedestrian/Bicycle/Non-motorized transportation facilities <input type="checkbox"/> Infrastructure related projects to provide safe routes for non-drivers <input type="checkbox"/> Conversion of abandoned railway corridors to trails	HISTORIC / ARCHAEOLOGICAL TRANSPORTATION ACTIVITIES <input type="checkbox"/> Historic preservation and rehabilitation of historic transportation facilities <input type="checkbox"/> Archaeological activities relating to impacts from another eligible activity
SAFE ROUTES TO SCHOOL <input type="checkbox"/> Construction	SCENIC AND ENVIRONMENTAL <input type="checkbox"/> Construction of turn-outs, overlooks, and viewing areas <input type="checkbox"/> Streetscaping or corridor landscaping, and vegetation management practices in transportation rights-of-way <input type="checkbox"/> Highway-related stormwater management, water pollution prevention or abatement related to highway construction or highway runoff <input type="checkbox"/> Reduction of vehicle-cause wildlife mortality or restoration of habitat connectivity <input type="checkbox"/> Inventory, control, or removal of outdoor advertising

PROJECT COST ESTIMATES			
14. TAP FUNDS REQUESTED (80% of participating project total): \$872,776			
If proposed local match (on participating only), is greater than 20%, please indicate %:			
	Participating	Non-participating	Total
15. Preliminary Engineering (design)	SRTS Non-Construction <u>only</u>	\$104,471	\$104,471
16. Utilities		\$	\$
17. ROW		\$	\$
18. Construction Engineering (Inspection)	\$51,456	\$	\$51,456
19. Construction Total	\$	\$	\$
a. Mobilization	\$75,000	\$	\$75,000
b. Site Prep	\$116,500	\$	\$116,500
c. Pavement & Const.	\$624,425	\$	\$624,425
d. Drainage Imprv.	\$68,000	\$	\$68,000
e. Signalization	\$20,000	\$	\$20,000
f. Contingency	\$135,589	\$	\$135,589
20. PROJECT TOTALS	\$1,090,970	\$104,471	\$1,195,441



Transportation Alternatives (TA) Program

FFY 2023-24 PROJECT APPLICATION FORM

PROJECT QUALIFICATIONS																						
			YES	NO																		
1.	Will your project require acquisition of Right-of-Way or any easements? (Rarely is this a NO)		X																			
	a. If YES, do you have a Letter of Support from the property owner(s)?																					
2.	Are any state funds involved with this project? If YES, please explain the source, amount, and conditions:			X																		
3.	Are other federal funds involved with this project? If YES, please explain the source, amount, and conditions:			X																		
4.	Is this project within the boundaries of an MPO?			X																		
	a. If YES, is the project listed in the TIP or MTP?																					
5.	Is this project located in an area of historical significance or within a designated scenic or historic byway corridor? If YES, please provide details:			X																		
6.	Has any part of this project been started already? If YES, please provide details:			X																		
7.	Can this project be completed in phases? If YES, please provide basic details below:			X																		
	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #e0e0e0;"> <th style="width: 15%; padding: 5px;">Phase</th> <th style="width: 55%; padding: 5px;">Scope of Work</th> <th style="width: 30%; padding: 5px;">TA Funds Requested</th> </tr> </thead> <tbody> <tr><td style="height: 20px;"></td><td></td><td></td></tr> </tbody> </table>	Phase	Scope of Work	TA Funds Requested																		
Phase	Scope of Work	TA Funds Requested																				
8.	If this project can be completed in phases, is each phase addressed separately within the NARRATIVE, PRELIMINARY DESIGN, AND COST ESTIMATES sections of the application packet?																					



Transportation Alternatives (TA) Program FFY 2023-24 PROJECT APPLICATION FORM

REQUIRED DOCUMENTS CHECKLIST		
<p>21. REQUIRED ATTACHMENTS – please attach the following items to this application with the corresponding letter (A thru I) in the upper right-hand corner of each item.</p>		
A	NARRATIVE	Prepare 2 to 3 pages of text that describe existing conditions, needs, project scope, and benefits related to the proposed project.
B	DETAILED MAPS & PHOTOS	Provide maps and photos that identify the project location, boundaries, and existing conditions.
C	SKETCH-PLAN/PRELIMINARY DESIGN	Provide documents that illustrate the completed project, include cross-sections and preliminary plans for proposed facility types.
D	COST ESTIMATES	Prepare a detailed itemization of the estimated total project costs and the associated work phase(s).
E	PROJECT TIMELINE	Prepare a project timeline for the total duration of the project or program. Please anticipate awards being announced in Summer 2022 and hiring a consultant to begin the design process immediately upon notice of award. Refer to KDOT sample schedule when outlining timeline.
F	RESOLUTION OF SUPPORT	Provide an official endorsement of the project from the authority to be responsible for providing the matching funds, maintenance and operation. The authority must provide written assurance that it will adequately maintain the completed project for its intended public use.
G	LETTERS OF SUPPORT	Provide Letters of Support for the project from the public, community organizations and businesses, or property owners regarding right-of-way. If applicable, a Letter of Support will also be required from any historical society, scenic or historic byway board, or MPO that addresses the project's impact.
H	SAFE ROUTES TO SCHOOL PLAN	All SRTS – Construction applicants must have a Safe Routes to School Plan that supports the proposed project. If your Plan is not listed on the SRTS webpage , please upload your plan to the KDOT Plan and Policy Registry . Include relevant portions of Plan in application.
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Representing: City of Dodge City

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2. AGENCY NAME City of Dodge City		3. CO-SPONSOR (if any)	
4. AGENCY MAILING ADDRESS PO Box 880		CITY Dodge City, KS	ZIP 67801
5. PRIMARY CONTACT Melissa McCoy	TITLE/ORGANIZATION Assistant City Manager	EMAIL melissam@dodgecity.org	PHONE 620/225-8100
SECONDARY CONTACT Daniel Cecil	TITLE/ORGANIZATION Dir of Parks & Facilities	EMAIL danielc@dodgecity.org	PHONE 620/225-8160

PROJECT DESCRIPTION		
6. PROJECT NAME Gunsmoke Trail – Comanche Extension		
7. LOCATION/ADDRESS 1 st Ave and Comanche	8. PROJECT LIMITS (mileposts, intersecting roadways, rivers, railroads, other boundaries) 1 st Ave and Comanche east to Ave. K	
9. COUNTY Ford	10. MUNICIPALITY City of Dodge City	11. PROJECT RADIUS (e.g. ½ mile, 1 mile) 1.25 miles
12. 3-4 SENTENCE DESCRIPTION OF PROJECT PURPOSE AND SCOPE Construct a 10' wide bicycle/pedestrian trail running along Comanche from 1 st Ave to Ave. K to connect multiple east community neighborhoods to retail and recreational opportunities in the northcentral core area. Provide all necessary signage and markings and drainage structures as required. Where existing signals are not available or practical, utilize Rapid Rectangular Crossing Beacons as needed to facilitate major street crossings.		



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ELIGIBILITY	
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PROJECT COST ESTIMATES

14. TAP FUNDS REQUESTED (80% of participating project total): \$872,776

If proposed local match (on participating only), is greater than 20%, please indicate %:

	Participating	Non-participating	Total
15. Preliminary Engineering (design)	SRTS Non-Construction <u>only</u>	\$104,471	\$104,471
16. Utilities		\$	\$
17. ROW		\$	\$
18. Construction Engineering (Inspection)	\$51,456	\$	\$51,456
19. Construction Total	\$	\$	\$
a. Mobilization	\$75,000	\$	\$75,000
b. Site Prep	\$116,500	\$	\$116,500
c. Pavement & Const.	\$624,425	\$	\$624,425
d. Drainage Imprv.	\$68,000	\$	\$68,000
e. Signalization	\$20,000	\$	\$20,000
f. Contingency	\$135,589	\$	\$135,589
20. PROJECT TOTALS	\$1,090,970	\$104,471	\$1,195,441



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PROJECT DESCRIPTION		
6. PROJECT NAME: South Dodge City Walking Trail		
7. LOCATION/ADDRESS Wright Park/111 4 th Ave to Beeson Arboretum/100 W. Beeson	8. PROJECT LIMITS (mileposts, intersecting roadways, rivers, railroads, other boundaries) North boundary of Long Branch Lagoon, east boundary of 2 nd Ave. and Sunnyside Ave., and South boundary of Beeson Arboretum.	
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PROJECT COST ESTIMATES			
14. TAP FUNDS REQUESTED (80% of participating project total): \$1,697,854			
If proposed local match (on participating only), is greater than 20%, please indicate %:			
	Participating	Non-participating	Total
15. Preliminary Engineering (design)	SRTS Non-Construction <u>only</u>	\$203,233	\$203,233
16. Utilities		\$0	\$0
17. ROW		\$0	\$0
18. Construction Engineering (Inspection)	\$100,100	\$	\$100,100
19. Construction Total	\$	\$	\$
a. Mobilization	\$75,000	\$	\$75,000
b. Site Prep	\$103,200	\$	\$103,200
c. Construction	\$590,250	\$	\$590,250
d. Bridge Construction	\$990,000	\$	\$990,000
e. Contingency	\$263,768	\$	\$263,768
f.	\$	\$	\$
20. PROJECT TOTALS	\$2,122,317	\$203,233	\$2,325,550



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Transportation Alternatives (TA) Program FFY 2023-24 PROJECT APPLICATION FORM

CERTIFICATION

To the best of my knowledge and belief, all information included in this application is true and accurate, including the commitment of all physical and financial resources. This application has been duly authorized by the participating local authority. I understand the attached **RESOLUTION OF SUPPORT** binds the participating authority to assume responsibility for adequate maintenance of any new or improved facilities.

I understand that all construction must comply with AASHTO design standards and any signage and markings must be compliant with the current issue of the MUTCD.

I also understand that, although this information is sufficient to secure a commitment of funds, an executed agreement between the applicant and the Kansas Department of Transportation (KDOT) is required prior to the authorization of funds.

Signature:

Date: 5/9/2022

Name (printed): Melissa McCoy

Title: Assistant City Manager

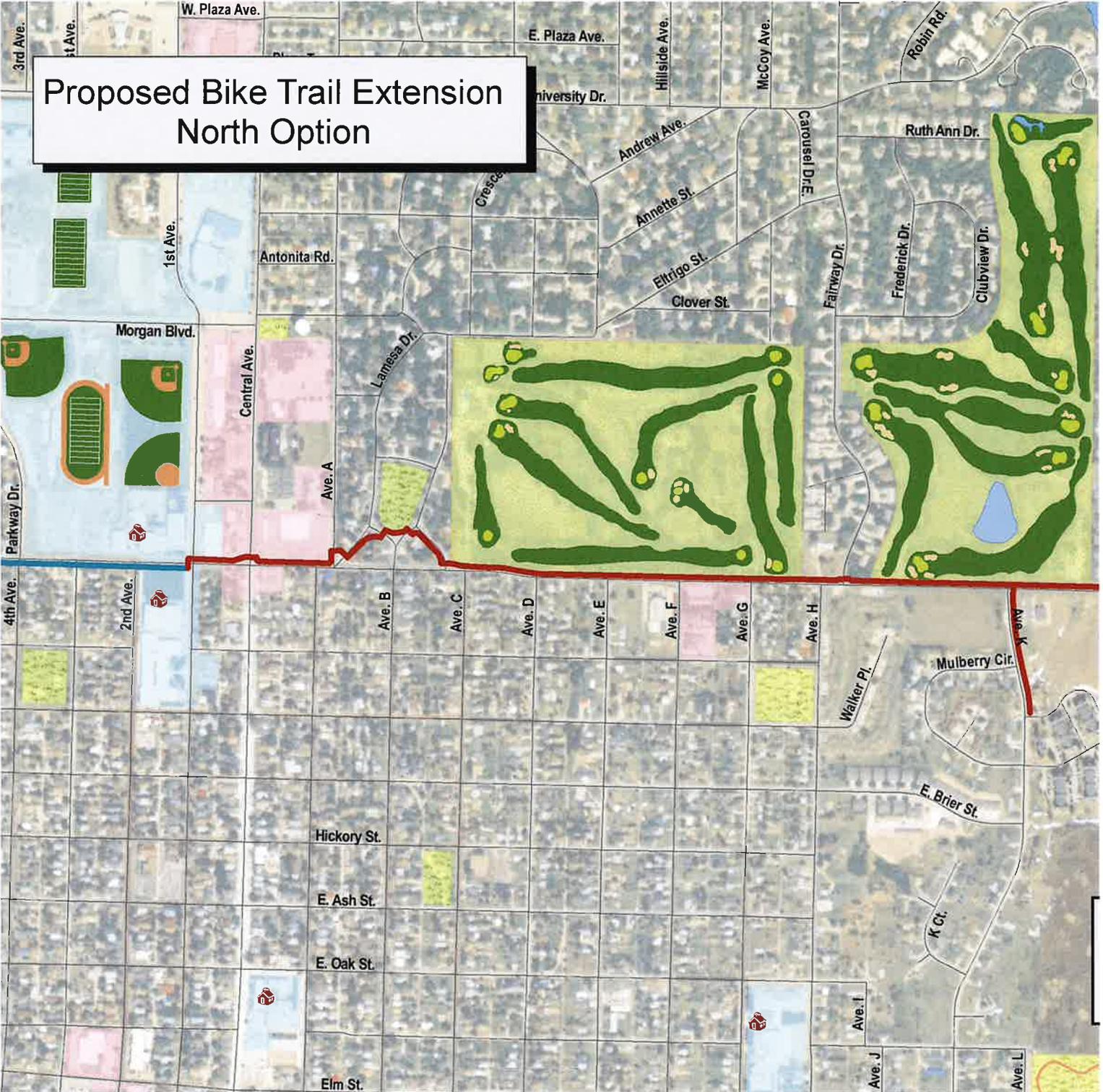
Representing: City of Dodge City

APPLICATION SUBMISSION (e-mail submissions will not be accepted)

Please submit **1 hard copy and 1 digital copy** (in PDF format on a USB flash drive) of the completed application with all required documents. All application packets **must be received or postmarked by Friday, May 13, 2022** and mailed to:

Attn: Jenny Kramer
Kansas Department of Transportation
Eisenhower State Office Building
700 SW Harrison St, 2nd Floor
Topeka, KS 66603

Proposed Bike Trail Extension North Option



Proposed Bike Trail Extension South Option





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Daniel Cecil, Parks and Facilities Director
Date: May 2, 2022
Subject: Cemetery Resolution
Agenda Item: Resolution No. 2022-17

Recommendation: Staff recommends the approval of Resolution 2022-17 to establish new rules and regulations at Maple Grove Cemetery.

Background: Periodically, the cemetery rules and regulations are reviewed to ensure they are meeting the needs of the public and staff.

Justification: Three changes were made to update the resolution. Section 1, Part A, Line 1 was changed to *Request for grave opening and closing shall be made a minimum of 10 working hours prior to day of service* instead of prior to need. This will give staff the time needed to properly make arrangements to open a grave and be prepared for the service. Next would be adding clarification for footstones in Section 3, Part C, Line 1B, *Flat footstones will be allowed when cremains are inurned on an existing interment*. This will allow for a newly interred individual to be recognized on the lot without removing or altering any existing headstone. Last, Divisions 11 and 18 were removed from Section 3, Part G, line 1 to allow for the use of upright headstones in those divisions. This will open up 1,128 lots to be used for any type of headstone marker the lot owner would so choose, within regulations. We would also like to open the newest division at Maple Grove Cemetery, Division 20. This division will be northern most developed division on the west side of the Ave. of Flags opening an additional 1,208 lots. Once road construction is completed, patrons will be able to access the division from the west, north and east sides.

Financial Considerations: None

Purpose/Mission: This resolution

Legal Considerations: None

Attachments: Cemetery Resolution 2022-17

RESOLUTION 2022-17

A RESOLUTION REPEALING RESOLUTION 2013-02 AND ALL OTHER RESOLUTIONS IN CONFLICT AND ESTABLISHING NEW RULES, REGULATIONS, AND FEES FOR MAPLE GROVE CEMETERY

WHEREAS, The City of Dodge City, Kansas (the “City) is the owner of Maple Grove Cemetery and is responsible for the maintenance and care of the property; and,

WHEREAS, the creation of policies and regulations are necessary in order to provide for the efficient and effective operation of said cemetery; and,

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to offset the cost of providing services at said cemetery; and,

WHEREAS, the governing body of the City of Dodge City, Kansas, deems it necessary to adjust the Maple Grove Cemetery Rules and Regulations of Operation and Maintenance and to revise the fees and charges associated with cemetery operations.

NOW, THEREFORE, be it resolved by the governing body of the City of Dodge City, Kansas that the following rules, regulations, and fees be adopted for Maple Grove Cemetery:

Section 1: Internments

A) Notice of Internments

- 1) Request for grave opening and closing shall be made a minimum of ten (10) working hours prior to day of service.
- 2) Internments will not be scheduled less than one (1) hour apart without advance approval of the cemetery supervisor.
- 3) No internments will be scheduled any later than noon on any Saturday, at any time on Sundays, or on City observed holidays except for the Friday after Thanksgiving.

B) All information pertinent to the interment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:

- 1) Name and address of the lot owner.
- 2) Lot and block number on which burial is to be made.
- 3) Name of person applying for permission for interment.
- 4) Name and address of funeral home in charge of the body.

C) No more than one (1) traditional burial and one (1) cremation, two (2) cremations, or two (2) infant internments shall be allowed in any one grave space with the exception of Garden of the Apostles which is specifically designed for double burials. Only human remains may be buried in Maple Grove Cemetery.

D) All vaults and/or outside receptacles must be constructed of reinforced concrete or 12 gauge metal minimum. No vault may be installed until the plans, specifications and location shall have been approved by the cemetery supervisor. No surface mausoleum or above ground vaults or crypts are allowed.

Section 2: Disinterment

- A) All information pertinent to the disinterment shall be provided to the cemetery supervisor or his/her designee to include but not limited to:
- 1) Name and address of person making/authorizing the request.
 - 2) The lot and block number of the grave to be disinterred.
 - 3) Name and address of the funeral home in charge of the disinterment arrangements.

Section 3: Monuments and Markers

- A) The purpose of these rules and regulations are to maintain uniformity and consistency with the installation and appearance of monuments and markers in Maple Grove Cemetery. These standards provide for a generally accepted appearance and ease of maintenance.
- B) All monuments shall be granite, bronze or marble. No other materials will be allowed.
- C) Except for the conditions listed below, only one monument or marker may be placed on a single grave space. The marker shall be placed at the head of the grave space.
- 1) Footstones
 - (a) Veterans may be recognized with a Veterans marker or medallion provided by the U.S. Department of Veterans Affairs. If used as a second marker, the Veterans marker must be flush with the ground and placed at the foot of the grave space. Medallions may be affixed to headstones in the headstone row or to the face of crypts and niches of mausoleum spaces.
 - (b) Flat footstones will be allowed when cremains are interred on an existing inurement.
 - 2) Family Blocks
 - (a) Family blocks are defined as a minimum of four (4) contiguous grave spaces.
 - (b) Family blocks are permitted only in sections allowing upright monuments and must follow the regulations specified in Paragraph F below. Only one upright family monument per family block will be permitted. Any additional monuments must be flush markers.
 - (c) Corner Stones – Family blocks may be marked with corner stones or granite not less than six inches (6”) dress on all sides and not less than ten inches (10”) deep and shall not project above the level of the ground.
- D) Monument/Marker Foundations
- 1) All monuments and markers shall be located within the lot lines of each grave space. No part of the monument or marker shall protrude beyond the limits of the monument foundation.
 - 2) All monuments shall be placed on a foundation of either fresh poured or pre-cast concrete and shall not exceed twenty-two inches (22”) in width and not less than four inches (4”) in depth. Any foundation less than ten inches (10”) in depth must be supported by post holes filled with freshly poured concrete two feet (2’) deep and approximately six inches (6”) in diameter. Post holes shall be equally spaced on the center line along the length of the foundation. Single monuments will be supported

- by two (2) post holes and family or companion markers shall have three (3) post holes.
- 3) The foundation shall be set level with the ground, at the head of the grave space on undisturbed ground, equal distance from the side boundaries. The center line of monuments and markers shall be set on the center line of the foundation.
- E) Permits for Monuments
- 1) Permits are required for the placement of any monument, marker, or headstone. Before a permit is issued the cemetery supervisor or his/her designee must first approve the monument for size, style, and location.
 - 2) Permits may be obtained at the cemetery office.
- F) Upright Monuments
- 1) A standard, upright tablet is recommended in those divisions where upright monuments are permitted. Any deviation from this standard must have prior approval from the Cemetery Advisory Board.
 - 2) Monuments for single standard grave spaces shall not exceed three feet (3') in height, forty-two inches (42") in length and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
 - 3) Family or companion monuments shall only be placed on a minimum of two (2) standard spaces, provided that such a monument shall not exceed four feet (4') in height; eighty-four inches (84") in length; and fourteen inches (14") in width. These maximum dimensions shall also pertain to any design that incorporates a base. A base must be a minimum of four inches (4") in height.
 - 4) Flower Receptacles for cut and artificial flowers are permitted so long as the vase is incorporated into a monument base.
- G) Flush Markers
- 1) Flush markers only are permitted in Divisions 14, 17, designated baby grave areas, as well as Divisions A, B, C, and Garden of the Apostles of Maple Grove West.
 - 2) Maple Grove East
 - (a) Markers for single standard grave spaces shall not exceed forty-two inches (42") in length and fourteen inches (14") in width.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed seventy-two inches (72") in length and fourteen inches (14") in width.
 - 3) Maple Grove West
 - (a) Markers for single standard grave spaces shall not exceed thirty-six inches (36") in length and fourteen inches (14") in width which shall include the foundation.
 - (b) Companion markers shall only be placed on a minimum of two (2) standard spaces, provided that such a marker shall not exceed sixty inches (60") in length and fourteen inches (14") in width which shall include the foundation.
 - (c) Markers in the Garden of the Apostles section shall not exceed twenty-four inches (24") in length and thirty-six inches (36") in width including the foundation.

- (d) Skirts or flanges for markers in Maple Grove West are prohibited.
- 4) Baby Graves
 - (a) Markers for baby graves shall not exceed twenty-four inches (24") in length and twelve inches (12") in width. Foundations shall not exceed eighteen inches (18") in width and thirty inches (30") in length.
- 5) Flower Receptacles
 - (a) In-ground or inverted receptacles for cut flowers are permitted if installed flush with the ground. The receptacle must be of a type that can be stored away below grade when not in use. Receptacles can be installed centered in front of the marker or at either end of the marker when incorporated with the overall length requirements.

Section 4: Grave Decorations, Ornaments and Embellishments

A) Permanent Decorations

- 1) Permanent decorations, ornaments, or embellishments of any kind, including, but not limited to, fences, wrought iron, benches, statutes, and figurines are not permitted as these become hazardous and interfere with cemetery operations.
- 2) Adhering or attaching items such as, cards or pictures or decorative elements to memorials and monuments or to crypt fronts (other than vases provided by the City), is not allowed. These objects will be removed by cemetery management whenever found on a grave or at a crypt site.
- 3) Slabs or grave coverings other than turf are prohibited.

B) Temporary Decorations of Graves

- 1) Temporary decorations shall be confined to: artificial and real flower arrangements, wreaths, potted plants, flags, figurines not more than eighteen inches (18") in height; and hanging iron planters provided they are placed around the headstone as close to the foundation as possible.
- 2) In order to maintain a neat appearance and to facilitate cemetery maintenance, temporary decorations, other than cut and artificial flowers as described below, are permitted only the three (3) days prior to and the six (6) days after the following periods:
 - (a) Memorial Day
 - (b) Veterans Day
 - (c) Winter Holiday season (Begins December 1st through January 1st.)
 - (d) Date of Birth
 - (e) Anniversary of the date of passing
- 3) Cut/Artificial Flowers
 - (a) Cut and artificial flowers are allowed at any time so long as they are maintained in receptacles permitted under these regulations.
 - (b) The use of glass jars, bottles, tin cans, and the like for receptacles for artificial and cut flowers is strictly prohibited.

- (c) Any withered and faded flowers or artificial flowers that become unsightly will be removed by the City without notice.
- 4) Funeral designs and floral pieces shall be removed from new internments when they become wilted or unsightly. Persons desiring to retain any such piece must remove the same within forty-eight (48) hours after interment.
- 5) The cemetery supervisor will remove decorations from any grave space outside of approved periods. Unless prior arrangements are made, cemetery staff will not be responsible for the return of any temporary decorations to any person(s).

Section 5: Work, Maintenance and Repairs in the Cemetery

- A) Ordinary maintenance shall be the responsibility of cemetery staff and shall include mowing, tree care, weeding, painting, and trimming of the grounds, repairs to graves, mausoleums, and crypts.
- B) Repairs to monuments and markers shall be the responsibility of the family. All such work shall be performed under the direction of the cemetery supervisor or his/her designee.
- C) Persons desiring to do work other than ordinary maintenance (i.e. mowing, trimming) on any lot or grave shall first secure permission from the cemetery supervisor or his/her designee.
- D) No one other than cemetery staff shall be allowed to spray any chemical agent including fertilizers, weed killers, herbicides, and ground sterilants at any time.

Section 6: Planting of Trees, Shrubs and Flowers

- A) All landscaping including planting of trees, shrubs, and flowers will be done by cemetery staff. Lot owners are urged to consult with the cemetery supervisor regarding matters pertaining to the general beautification, care, and maintenance of lots in the cemetery.
 - 1) Existing lot plantings may be removed by the City when they become unsightly, undesirable, or interfere with cemetery maintenance and may not be replaced.
 - 2) Any plantings, shrubs, or trees placed in contravention of these policies will be removed by cemetery staff without notice.
- B) Memorial Trees and Plantings - The cemetery will accept donation of trees and shrubs to be planted in a suitable area of the cemetery. The cemetery supervisor will make the decision of the location of the planting.

Section 7: Other Rules and Regulations

- A) Vehicle Restrictions
 - 1) No unauthorized vehicle shall be permitted to drive at any place within the cemetery except on defined roads. Driving on walkways, grass, alleys, or in vacant places etc. is prohibited.
 - 2) Violators - If any person or persons shall violate any of the provisions herein contained they shall be deemed guilty of a misdemeanor and shall upon conviction thereof be fined in an amount determined by city code.
- B) Funeral Service Equipment

- 1) Tents for funeral services shall be limited to traditional funeral tents and shall not be larger than 12' x 24'.
- 2) Amplified music and loudspeaker systems are not permitted for individual services. Use of such equipment for community events and special recognitions must have the prior approval of the City Manager.

Section 8: Hours of Operation/Visitation

- A) Cemetery Maintenance/Office Hours - 7:00 a.m. to Noon and 1:00 p.m. to 4:00 p.m. Monday through Friday
- B) Hours of Visitation - 7:00 a.m. – Sunset.
 - 1) Any unauthorized person found in the cemetery after hours may be prosecuted.

Section 9: Fees and Charges

- A) Fees and charges for grave spaces and associated cemetery services are established and recorded in Appendix A of the Municipal Code of the City of Dodge City. Those fees and charges may be amended from time to time by resolution upon recommendation from the Cemetery Advisory Committee, hereinafter established, and approval by the City Commission.

Section 10: Advisory Committee

- A) A cemetery advisory committee (the “committee”) is established for the purpose of reviewing rules and regulations and any other matters pertaining to the operation of Maple Grove Cemetery and making recommendations to the City Commission.
- B) Members - The committee shall be comprised of one representative from each of the funeral homes in Dodge City and a representative of any local monument company along with the Director of Parks and Facilities or his/her designee.
- C) Meetings
 - 1) Annual Meetings - The committee shall meet annually at the date and time established by the Director of Parks and Facilities.
 - 2) Special Meetings – If necessary, a special meeting may be called by the Director of Parks and Facilities who shall provide adequate notice of the date and time.
- D) Reports - Reports of all meetings and any recommendations shall be provided to the City Manager and the City Commission. The City Commission may or may not act on any recommendation presented or may refer it back to the committee for additional consideration.

BE IT FURTHER RESOLVED this resolution shall take effect following its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 2nd day of May 2022.

MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: April 28, 2022
Subject: Resolution 2022-18
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Resolution 2022-18.

Background: So that the City can obtain financing for construction projects in the form of general obligation bonds or temporary notes, the project first needs to be authorized by Resolution of the City of Dodge City. In the future the City Commission will approve the 2022 street program and other projects to be financed by General Obligation Bonds. This program included street projects that will need to be financed with General Obligation Bond funding. These projects are: Residential Asphalt Maintenance in the amount of \$500,000; Iron Rd. 6th Ave to 14th Ave Construction and Street Lights in the amount of \$2,220,000; Trail St. Widening & Improvements – Right of way acquisition in the amount of \$150,000, Realignment of 6th and 7th Ave Construction and Street Lights in the amount of \$2,750,000, 6th Ave and Soule St. Intersection Improvements Design in the amount of \$100,000, Levee Certification Improvements in the amount of \$1,790,000 and Green Hill's O'Ford Drainage in the amount of \$300,000. In the approval resolution, the public art fund contribution is added to each project instead of a standalone. That is why the amounts in the authorizing resolution are slightly different than what is stated above. Resolution No. 2022-18 formalizes the approval process for bond financing.

Justification: To issue General Obligation Bonds for specific street and other public improvement projects need to be authorized by Resolution.

Financial Considerations: Once the projects are authorized, funding will be issued to fund these projects.

Purpose/Mission: To maintain and improve the infrastructure in Dodge City.

Legal Considerations: All legal considerations have been satisfied by the proposed resolution.

Attachments: Resolution No. 2022-18.

RESOLUTION NO. 2022-18

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (2022 CIP).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (collectively the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
Residential Asphalt Maintenance and Repair	\$ 500,000
Iron Rd. – 6 th Ave. to 14 th Ave.	2,220,000
Trail St. widening and improvements – Love’s driveway to McCaustland #1	150,000
Realignment of 6 th and 7 th Ave. – Cedar St. to Wyatt Earp Blvd.	2,750,000
6 th Ave. and Soule St. intersection improvements	100,000
Levee Certification improvements	1,790,000
Green Hill’s O’Ford drainage improvements	<u>300,000</u>
Total	<i>\$7,810,000</i>

* Plus amounts for public art pursuant to Ordinance 3603

The costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on May 2, 2022.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 2, 2022, as the same appears of record in my office.

DATED: May 2, 2022.

Clerk



Memorandum

To: Nick Hernandez, City Manager & City Commission
From: Ernestor De La Rosa, Assistant City Manager/Legislative Affairs and Nicole May, Finance Director
Date: 05/02/2022
Subject: Resolution 2022-19
Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends the City Commission to approve Resolution 2022-19 authorizing certain public improvements and providing for the payment of the costs thereof (U.S. Economic Development Administration (EDA) South Wastewater Treatment Plant).

Background: With the successful recruitment of Hilmar Cheese Company to Dodge City, an expansion of the South WWTP plant is needed. This project's core purpose is to enable the City to deliver wastewater effluent from the new Hilmar facility to the South WWTP. The City's ability to accept and treat this new wastewater stream was vital to Hilmar deciding to locate this facility in Dodge City. This facility will produce twice as much wastewater compared to the fresh water it will pull from the public wastewater system.

The City's EDA grant application is to construct an additional 10-mile run of sewer force main from the Cheese facility to the South WWTP. This new force main will run parallel to four existing force mains that deliver wastewater from the city to the WWTP. The other two components of the wastewater improvements are the lift stations and the treatment plant. Please note that is only one component of the overall wastewater expansion project.

Justification: The City is applied for \$2,000,000 to help with the costs associated of this project. On April 14, 2022, City staff was notified that the City was preliminarily selected to receive \$2,500,000 from EDA. The total estimated cost of the project is \$9,526,875.

Financial Considerations: The City's commitment is required to include at least a 20% local match of the estimated total cost of the project. The City in this case will be committing 73.76% of total project and the federal assistance will be 26.24% or \$2.5 million.

Purpose/Mission: The expansion to South WWTP represents the City's core values of Ongoing Improvement and Preparing for the Community's Future.

Legal Considerations: This resolution or commitment is a required element of the City's application to receive EDA funding for the project mentioned above.

Attachments: Resolution 2022-19.

RESOLUTION NO. 2022-19

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING CERTAIN PUBLIC IMPROVEMENTS AND PROVIDING FOR THE PAYMENT OF THE COSTS THEREOF (EDA SOUTH WASTEWATER TREATMENT PLANT).

WHEREAS, K.S.A. 13-1024a, as amended by Charter Ordinance No. 41 (the “Act”) of the City of Dodge City, Kansas (the “City”), provides that for the purpose of paying for any bridge, viaduct, street, sidewalk or pedestrian way improvement, airport, public building or structure, parking improvement, or other public utility or works, including any appurtenances related thereto and the land necessary therefor, for lands for public parks and recreation facilities, including golf courses, stadiums and community centers, and developing and making improvements to the same, within or without the City, for the establishment, development and construction of crematories, desiccating or reduction works, including any appurtenances related thereto and the land necessary therefor, within or without the City, or for the improvement, repair or extension of any waterworks, sanitary sewer facilities, sewage treatment or disposal plant, sewerage system, storm water improvement, electric light plant, crematory, desiccating or reduction works or other public utility plant or works owned by the City, and for the purpose of rebuilding, adding to or extending to the same or acquiring land necessary therefor from time to time, as the necessities of the City may require, or for the acquisition of equipment, vehicles and other personal property to be used in relation to any of the improvements authorized herein, the City may borrow money and issue its general obligation bonds and/or temporary notes for the same; and

WHEREAS, the City may issue such general obligation bonds when authorized to do so by the adoption of a resolution by the City Commission (the “Governing Body”) describing the purpose to be provided for and the amount of general obligation bonds to be issued, such bonds to be issued, sold, delivered and retired in accordance with the provisions of the general bond law; and

WHEREAS, the Governing Body desires to authorize the issuance of general obligation bonds of the City to finance all or a portion of the public improvements set forth below.

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

Section 1. Public Improvements; Bond Authorization. The Governing Body hereby authorizes the issuance of general obligation bonds of the City (the “Bonds”) for the following described public improvements (the “Improvements”):

<u>Description</u>	<u>Estimated Cost*</u>
South Wastewater Treatment Plant Expansion Project	\$9,526,875
* Plus amounts for public art pursuant to Ordinance 3603	

All or a portion of the costs of the Improvements, interest on interim financing and associated financing costs shall be payable from the proceeds of the Bonds issued under authority of the Act, with the balance of the costs (to the extent not paid from the Bonds) anticipated to be paid from grant(s) received by the City for the Improvements.

Section 2. Reimbursement. The Bonds may be issued to reimburse expenditures made on or after the date which is 60 days before the date of this Resolution, pursuant to Treasury Regulation § 1.150-2.

Section 3. Effective Date. This Resolution shall take effect and be in full force from and after its adoption by the Governing Body.

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ADOPTED AND APPROVED by the governing body of the City of Dodge City, Kansas, on May 2, 2022.

(Seal)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the Resolution of the City adopted by the governing body on May 2, 2022, as the same appears of record in my office.

DATED: May 2, 2022.

Clerk



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 04/26/2022
Subject: Used Van for CVB
Agenda Item: New Business

Recommendation: Authorize the purchase of 2020 Chrysler Pacifica for the CVB for \$34,769 with the \$4,000 trade-in.

Background: Staff put out a bid request but we did not receive any bids. We were notified a few days later from G&G that this vehicle is available and CVB staff and Fleet Maintenance looked the vehicle over for suitability.

Justification: The current van that the CVB uses for travel and promotions is a 2009 Dodge with over 100,000 miles on it. It is becoming less reliable especially for trips outside of Dodge City.

Financial Considerations: CVB has budgeted \$30,000 for this purchase.

Purpose/Mission: Together we value progress, growth and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:
None



Memorandum

To: Ford County Commission and City of Dodge City Commission

From: Community Facility Advisory Board

Date: 04/13/2022

Subject: Camera Security System for Long Branch Lagoon

Agenda Item: New Business

Recommendation: CFAB recommends authorization of the purchase of camera security system for the Long Branch Lagoon in the amount of \$45,891 by the City and County Commissions.

Background: In 2021, the City started working to upgrade the security system at the Long branch Lagoon. I.T. had installed and operated a very small security system near the main buildings but the system was not adequate for covering the entire site. I.T. staff worked with two vendors to get a quote but only Starr successfully submitted one. If approved, Starr has agreed to get the system installed for the start of the 2022 season.

Justification: The security camera system from Starr will improve security and safety for our patrons. The system will help deter crime and vandalism, inside the facility and in the parking lot. Additionally, the system will assist City staff in reviewing other incidents that may occur on site.

Financial Considerations: If approved this project will be paid through the Sales Tax Operating fund.

Purpose/Mission: Together we value progress, growth, and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:

Starr quote

Estimated Electrical

Nuvico Xcel Series 2.8~12mm Motorized 20FPS @ 8MP/4K
Indoor/Outdoor IR Day/Night DWDR Bullet IP Security
Camera 12VDC/PoE
6-Port Hardened Industrial Gigabit Poe+ Layer 2 Managed
DIN-Rail Switch, 4 x Gigabit PoE+ 802.3at Ports, 1 x Gigabit
Port, 1 x Gigabit SFP Slot, 120W Power Budget, Black, TI-
PG541i

Fiber Cable Outdoor

Additional Setup Fee \$0.00

Pole 6 camera 10

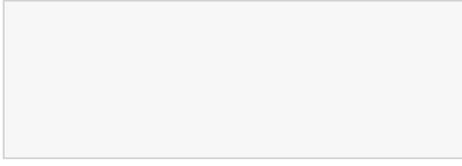
Description	Price	Quantity	Amount
Miscellaneous	\$1,892.00	1	\$1,892.00
Labor Pole 6	Each		
Metallic Enclosure			
Estimated Electrical			
Nuvico Xcel Series 2.8~12mm Motorized 20FPS @ 8MP/4K Indoor/Outdoor IR Day/Night DWDR Bullet IP Security Camera 12VDC/PoE			
Additional Setup Fee			\$0.00

Pole 11 Camera 11,12

Description	Price	Quantity	Amount
Miscellaneous	\$4,355.00	1	\$4,355.00
Labor Pole 11	Each		
Metallic Enclosure			
Estimated Electrical			
Nuvico Xcel Series 2.8~12mm Motorized 20FPS @ 8MP/4K Indoor/Outdoor IR Day/Night DWDR Bullet IP Security Camera 12VDC/PoE			
Additional Setup Fee			\$0.00

Pole 3 Camera 13,16

Description	Price	Quantity	Amount
Miscellaneous	\$4,065.00	1	\$4,065.00
Labor Pole 4	Each		
Metallic Enclosure			
Estimated Electrical			
Nuvico Xcel Series 2.8~12mm Motorized 20FPS @ 8MP/4K			



(John)



Memorandum

To: City Manager

City Commissioners

From: Corey Keller Public Works Director

Date: April 27, 2022

Subject: Approval of Proposals to Replace the SCADA PC and Telemetry Panel Damaged in the Water Plant Fire.

Agenda Item: New Business

Recommendation: To approve proposals from R.E. Pedrotti Co., Inc. To replace the SCADA PC and telemetry panel damaged in the water plant fire in the amount of \$54,515.00

Background: After the fire occurred at the Water Plant Building the SCADA equipment damaged in the building was never replaced. To get SCADA back up and running quickly staff reused much of the equipment that went through the fire. Pedrotti found a used PC and was able to load the program from the old hard drive on the used PC which is still being utilized today. It is unknown how long the old equipment will last. All the telemetry equipment being utilized today has been exposed to extreme heat and smoke caused by the fire.

Justification: Funds from the insurance companies are starting to be received and in some cases the insurance company will only pay the claim if the equipment is purchased. This purchase will satisfy the insurance company's request. The usable life of the old equipment was severely compromised in the fire and eventually it will need to be replaced. The old equipment will be utilized as a spare once it is taken out of service.

Financial Considerations: This purchase will be paid for with the insurance money received from the fire at 703 W Trail Street. Total amount for this purchase is \$54,515.00

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

Legal Considerations: None

Attachments: 2 cost quotes from R.E Pedrotti



April 19, 2022

Corey Keller
City of Dodge City
Public Works
Dodge City, KS 67801

Reference: Dodge City Water – Master Telemetry Panel Equipment Replacements
Quote: 650 - Update

Dear Corey:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following quotation for the subject referenced above.

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	1	Water Treatment Plant PLC/Telemetry Panel Replacements (existing enclosure to be reused) To include: <ul style="list-style-type: none">• Allen-Bradley CompactLogix PLC equipment• N-Tron ethernet switch• Calamp Viper ethernet UHF radio, surge arrestor and jumper cable• Phoenix Contact 24VDC power supply and 120VAC receptacle• 120VAC surge arrestor, fuses• IDEC control relays
B.	Lot	PLC and radio programming, loading and configuration
C.	Lot	Onsite equipment installation, startup and testing

TOTAL PRICE ESTIMATE FOR ITEM A - C: \$ 23,386.00**

**Clarifications/Exclusions

1. Pricing is exclusive of taxes, fees, permits, bonds and licenses unless noted above.
2. FOB Factory. Freight Included.
3. Terms: Net 30 Days.
4. The existing control panel Calamp Vanguard 5300 Cellular Router model is no longer available so quotation assumes existing unit will remain in place.
5. All existing equipment this is removed will be left onsite as city spares.

If you have any questions or comments, please do not hesitate to call.

Sincerely,

Bill Wilkus

R. E. PEDROTTI COMPANY



April 19, 2022

Corey Keller
 City of Dodge City
 Public Works
 Dodge City, KS 67801

Reference: Dodge City Water – SCADA PC Replacement
 Quote No.: 682 - Update

Dear Corey:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the subject referenced above. This scope includes the replacement of the Water Treatment Plant SCADA desktop PC along with version upgrades of Wonderware and updated Alarming software. The following materials and services are to be provided as part of this proposal:

Item	Qty.	Description
A.	1	<p>Water SCADA Supervisory Computer System</p> <p>To include:</p> <ul style="list-style-type: none"> • Dell Precision Computer • Intel i7 Processor • Windows 10 Professional OS, 64-bit • 32 GB SDRAM Memory • 4 GB Graphics Card • 1 TB Solid State Drive • (2) Network Interface Cards • 24" HD Monitor • UPS System • MS Office 2019 • The following (existing) programs and their associated licenses are to be transferred from the predecessor workstation and upgraded to the following (<i>upgrades are required to support Windows 10</i>): <ul style="list-style-type: none"> ○ (1) Wonderware Intouch Runtime 2020, 3k tags with I/O ○ (1) Wonderware Historian Server 2020, 500 tag ○ (1) Wonderware Historian Client 2020 ○ (1) Win911 Alarm Dialer Software Upgrade. Includes Grandstream networked modem/converter
B.	Lot	Computer and HMI software loading, configuration, transfer of reports, physical setup, startup, testing, and documentation

TOTAL PRICE FOR PROPOSAL ITEMS A-B: \$ 31,129.00**

**Clarifications/Exclusions

1. Pricing is exclusive of taxes, fees, permits, bonds and licenses unless noted above.
2. FOB Factory. Freight included.
3. Terms: Net 30 Days.
4. Wonderware software licensing listed above includes 1 year of maintenance support from manufacturer.

If you have any questions, please do not hesitate to call.

Sincerely,

R. E. PEDROTTI COMPANY, INC.

Bill Wilkus



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: April 28, 2022
Subject: Approval of Special Assessment Proceedings – Wagon Wheel III
Agenda Item: New Business

Recommendation: I recommend the City Commission approve the documents as presented which will accept the final costs for the Wagon Wheel Addition Unit 3 Special Assessment improvements and the documents that will notice the public and property owners of a public hearing to be set at the May 16 City Commission meeting.

Background: The City Commission previously approved Resolution No. 2020-14 which authorized improvements to be special assessed in Wagon Wheel Addition Unit 3. The construction of the improvements are now complete and we have the final numbers to approve. The special assessment process includes approving the final costs of the project, approving the assessment rolls, setting a public hearing for any comments regarding the assessments and causing the City Clerk to post notice of the public hearing in the newspaper and sending notices to the property owners.

Justification: The special assessment proceedings are required by State Statute.

Financial Considerations: The costs of the project will be bonded later in the year. Currently we have financed the improvements with Temporary Notes.

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: None

Attachments: Exhibit A – Statement of Final Costs, Exhibit B – Assessment Roll Certification, Exhibit C – Notice of Public Hearing (to be published in the newspaper), Exhibit D – Notice of Hearing and Statement of Costs Proposed to be Assessed (to be sent to property owner)

Special Assessment Proceedings
Wagon Wheel Addition Unit 3

Authorized by Resolution No. 2020-14

Attached documents:

- Exhibit A - Statement of Final Costs
- Exhibit B – Assessment Roll Certification
- Exhibit C – Notice of Public Hearing
- Exhibit D – Notice of Hearing and Statement of Costs proposed to be Assessed

EXHIBIT B

ASSESSMENT ROLL CERTIFICATION
Wagon Wheel Addition Unit 3

The undersigned having been designated by the City of Dodge City, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedule(s) attached hereto and made a part hereof by reference as though fully set out herein.

Dated: May 2, 2022

CITY OF DODGE CITY, KANSAS

By _____

EXHIBIT C

(Published in the Dodge City Daily Globe, on May ____, 2022)

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DOGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas (the "City") will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on May 16, 2022, at 7:00 p.m. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements: Wagon Wheel Addition Unit 3, Resolution No. 2020-14, design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 Block 1; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 2; Lots 1, 2, 3, 4, 5, 6, 7, and 8, Block 3 Wagon Wheel Addition, Unit 3 , an addition to the City of Dodge City, Ford County, Kansas. Cost of Improvements – \$1,366,893.50; \$1,366,893.50 to be assessed to property owner and \$0 to be paid by the City at Large.

An assessment roll prepared in accordance with the referenced Resolution approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: May 2, 2022

Nicole May
Finance Director

EXHIBIT D
NOTICE OF HEARING
AND
STATEMENT OF COST PROPOSED TO BE ASSESSED

May 2, 2022
Dodge City, Kansas

Property Owner:

You are hereby notified, as owner of record of the property described on Schedule I attached hereto, that there is proposed to be assessed against said property, certain amounts for the costs of certain internal improvements (the "Improvements") heretofore authorized by the City Commission of the City of Dodge City, Kansas (the "City"). The description of the Improvements, the resolution number authorizing the same and the proposed amount of assessment are set forth on Schedule I attached hereto.

You are hereby further notified that the City Commission of the City will meet on May 16, 2022, at 7:00 P.M., at City Hall, 806 Second Avenue, in the City, for the purpose of considering the proposed assessments.

The proposed Assessment Roll is on file in my office for public inspection. WRITTEN OR ORAL OBJECTIONS TO THE PROPOSED ASSESSMENTS WILL BE CONSIDERED AT SAID PUBLIC HEARING.

At the conclusion of the public hearing, the governing body of the City will consider an ordinance levying such special assessments. A subsequent Notice of Assessment will be mailed to affected property owners at that time indicating that each property owner may pay the assessment in whole or in part on or before June 30, 2022. Any amount not so paid on or before June 30, 2022, will be collected in 15 annual installments, together with interest thereon at the rate obtained by the City for its general obligation bonds issued to finance the costs of the Improvements.

Nicole May
Finance Director

SCHEDULE I

Wagon Wheel Addition Unit 3, - Resolution No. 2020-14

<u>Description of Property</u>	<u>Amount proposed to be Assessed</u>
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, and 18 Block 1; Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 2; And Lots 1, 2, 3, 4, 5, 6, 7 and 8, Block 3 Wagon Wheel Addition, Unit 3, an addition to the City of Dodge City, Ford County, Kansas	\$1,366,893.50



Memorandum

To: City Commission, City Manager, Police Chief

From: Shannon McGee, Police Captain of Patrol

Date: 04/28/2022

Subject: Police Suv's

Agenda Item:

Recommendation: On December 2nd, 2021 Staff opened bids for six new police SUVs (with accessories installed). We received one bid, from Lopp Motors for \$46,377 per car. That same month, the Commission approved purchasing two of the six so the Police Department could receive the vehicles mid-year 2022. The four others were approved after for delivery in 2022.

Background: In January of 2022 we were informed that Chrysler/Dodge had cancelled the four Suv's that were going to be delivered by May 1st. Then In April we were informed the two remaining Durango's were also cancelled by Chrysler/Dodge. We then received approval to reach out to a vendor in Wichita who was able to fulfill the four-vehicle order that had been cancelled.

Justification: With the current situation across the nation when it comes to purchasing fleet type vehicles it has become a dire situation. Most if not all remaining 2021 models of every manufacture is being bought up.

These police vehicles serve as a vital tool for the Police Department to fulfill their mission. The vehicles serve as communication, rapid transportation, gear storage, prisoner transportation, and an office for City law enforcement officers. New vehicles are taking longer to receive, and older vehicles are taking longer to repair. This is making it difficult for the Police to fulfill their mission.

JR Audio who is the outfitter for the majority of our vehicles was able to locate two 2021 Durango PPV vehicles. The attachment shows the cost of these two vehicles at \$46,635 and \$46,039, total = \$92,674. In keeping with the monies budgeted in the original bid of December 2021 of \$92,754 for two Durango's PPV. We will have to opt out of installing full cages in both vehicles at this time. We will also have one Durango with a Grille Guard added and the second we will not. The difference in price is shown with the options. These items can be installed at a later date when monies become available. These vehicles will be used as in supervisory, secondary fleet or SRO role.

Financial Considerations: These two vehicles were budgeted for and approved in December 2021.

Attachments: See Attached proposals.

- JR Audio Proposals



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: May 2, 2022

Subject: Discovery Phase Scope of Services for Loretta Ave. & US 50 Intersection & Roadway Improvements north to Ross Blvd., ST 2011

Agenda Item: New Business

Recommendation: Approve the Contract for Discovery Phase Scope of Services for the Loretta Ave. & US 50 Intersection & Roadway Improvements north to Ross Blvd. with TranSystems for \$164,305.00.

Background: Ever since the High School opened its doors in 2001 there has been a desire to have a second entrance from US 50. However, this entrance was not pursued. In 2017, the City requested a Traffic Engineering Assistance Program (TEAP) study be done on US 50 through the City limits by KDOT. The City was awarded the study and KDOT's consultant finished the study in September 2018. As a result of the study and knowing the desire to have a second entrance to the High School off of US 50, KDOT hired TranSystems to complete a secondary study on what improvements would be needed to provide this access. This report was completed in 2021. The delay experienced in completing this report can be contributed to several things, COVID, the addition to the high school, needing additional traffic data, etc. the results of this study concluded that an access off of US 50 was feasible with some additional study and cooperation between KDOT, City of Dodge City, Ford County, USD 443, and DC³.

In October of 2021 the City Posted a Request for Qualifications to provide design services for the proposed intersection and roadway improvements. The City received one proposal from the team of TranSystems and SMH Consultants. The City has worked with the design Consultants on a Scope of Services. Tonight, the Discovery Phase of the design services is presented.

Justification: With this project there will be a second access to High School from US 50 via Loretta Ave. The complete design will provide a safe and convenient intersection for parents and students wanting to go to the High School or DC³.

Financial Considerations: This phase of the design with TranSystems is for \$164,305.00. Funding for the design work will be from the 2021 General Obligation Bonds.

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: Contract with Scope of Services for the Discovery Phase with TranSystems and a conceptual drawing of the intersection.

**AGREEMENT BETWEEN
City of Dodge City and
TRANSYSTEMS CORPORATION
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made this _____ day of _____, 2022, by and between **City of Dodge City, KS** (hereafter referred to as "CLIENT") and **TranSystems Corporation** (hereafter referred to as "TRANSYSTEMS").

Whereas CLIENT intends to design and construct the following described project:

Loretta Avenue and US-50 Intersection & Roadway Improvements north to Ross Boulevard (hereinafter collectively called the "Project").

Whereas CLIENT desires to engage TRANSYSTEMS to provide and perform certain professional services in connection with the Project and TRANSYSTEMS desires to provide and perform said professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing and their mutual covenants hereinafter set forth, CLIENT and TRANSYSTEMS agree as follows:

**SECTION 1
BASIC SERVICES OF TRANSYSTEMS**

Section 1.1 Basic Services. In connection with the Project, TRANSYSTEMS shall provide for CLIENT the professional services and perform, furnish or obtain from others the work and services expressly described in, referred to and limited to those set forth in Exhibit A, attached hereto and incorporated herein by reference (collectively the "Basic Services"). TRANSYSTEMS shall provide the Basic Services for CLIENT in all phases of the Project to which this Agreement applies, all as more particularly set forth in Exhibit A.

Section 1.2 TRANSYSTEMS' Duties. In addition to the general duties, obligations and responsibilities set forth elsewhere in this Agreement, the specific duties and responsibilities of TRANSYSTEMS in performing the Basic Services under this Agreement are set forth in Exhibit A. In addition to the specific duties and responsibilities of TranSystems in performing the basic services under this Agreement as set forth in Exhibit A, the following specific provisions shall apply to TranSystems' duties.

SECTION 2 ADDITIONAL SERVICES OF TRANSYSTEMS

Section 2.1. Additional Services. In connection with the Project, TRANSYSTEMS may be called on to perform, provide, furnish or obtain from others services or work which are not part of, or are in addition to, the Basic Services ("Additional Services"). If authorized in writing by CLIENT and agreed to by TRANSYSTEMS, TRANSYSTEMS shall perform, provide, furnish or obtain from others the agreed upon Additional Services. TRANSYSTEMS shall not be obligated to perform, provide, furnish or obtain any Additional Services without the prior written authorization of CLIENT. Except to the extent expressly provided otherwise in Exhibit A or as otherwise agreed in writing by the parties hereto, compensation to TRANSYSTEMS for Additional Services will be paid for by CLIENT as indicated in Section 5.

Additional Services may be any service or work not included as part of the Basic Services and may include, but are not limited to, services or work in connection with environmental or funding assistance, investigations not specifically required herein, services resulting from changes in the scope, extent or character of the project providing renderings or computer models, services to develop alternate bids or sequencing of work, outside CONSULTANT services not specifically required herein, out-of-town travel, and preparing to serve or serving as a CONSULTANT or witness in any litigation, arbitration or other legal or administrative proceeding. "Basic Services" and "Additional Services" are sometimes collectively referred to herein as "Services".

Section 2.2 Changes in the Services.

Section 2.2.1 Agreed Upon Changes in the Services. It is the desire of the parties to keep changes in the Scope of Services at a minimum, but the parties recognize that such changes may become necessary and agree that CLIENT may initiate deletions, modifications or changes to the Services by advising TRANSYSTEMS in writing of the change believed to be necessary. As soon thereafter as practicable, TRANSYSTEMS shall prepare a cost estimate of the change and shall inform CLIENT of the adjustment in the compensation due TRANSYSTEMS under Section 5 hereof ("TRANSYSTEMS' Compensation") and/or the Completion Date set forth in Section 4 hereof, if any, applicable to such requested change. CLIENT shall then advise TRANSYSTEMS in writing of its approval or disapproval of the change. If CLIENT approves the change, a written contract amendment shall be executed by both parties and TRANSYSTEMS shall perform the Services as changed and the adjustment in TRANSYSTEMS' Compensation and/or the Completion Date set forth in the executed contract amendment shall become effective. TRANSYSTEMS may initiate changes in the Services by advising CLIENT in writing that in its opinion a change is necessary. If CLIENT approves, it shall so advise TRANSYSTEMS and, thereafter, the change shall be handled as if initiated by CLIENT. If a change is not approved, or if a written contract amendment is not executed, by both CLIENT and TRANSYSTEMS, the change shall not become effective and TRANSYSTEMS shall not be obligated to perform the change.

Section 2.2.2 Constructive Changes and Other Additional Costs. In the event of (1) the CLIENT's addition to, modification or change of or deletion from the Services to be performed by TRANSYSTEMS (other than additions, modifications, changes or deletions handled through the provisions of Section 2.1 or Section 2.2.1 above); (2) a request for or approval from CLIENT of performance of Services in excess of TRANSYSTEMS' standard work day or work week or such shorter times as are provided by applicable collective bargaining agreements, or on a holiday customarily observed by TRANSYSTEMS; (3) the discovery of any subsurface or other conditions, which differ materially from those shown in or reasonably inferable from the documents or other information on which this Agreement is based and/or those ordinarily encountered and generally recognized as inherent in the locality of the Project; (4) a modification

of applicable law by which TRANSYSTEMS is required to pay increased or additional taxes, government-regulated transportation costs, insurance or other amounts which are not required as of the date of this Agreement; (5) delay, suspension of, acceleration of or interference with, TRANSYSTEMS' performance of the Services by CLIENT or by any other person or entity including, but not limited to national, state or local governments; (6) wage, benefit or payroll tax increases due to governmental action or area agreements; (7) modification to or delay in furnishing design criteria or other information supplied by any person or entity, other than TRANSYSTEMS, if TRANSYSTEMS' performance of the Services under this Agreement depends upon such criteria or information; and/or (8) any other increase in TRANSYSTEMS' costs, or the time required for completion of the Services due to "Force Majeure Event" as set forth in Section 4 hereof, a change in applicable law or any other cause beyond TRANSYSTEMS' reasonable control, then the TRANSYSTEMS' Compensation and/or the Completion Date, if any, shall be equitably adjusted and TRANSYSTEMS shall be paid, and TRANSYSTEMS' Compensation shall be adjusted by, an amount equal to the additional costs to TRANSYSTEMS resulting therefrom.

SECTION 3 CLIENT'S RESPONSIBILITIES

CLIENT shall do the following in a timely manner so as not to delay the performance of the Services by TRANSYSTEMS:

Section 3.1 Client Representative. Designate a person to act as CLIENT's representative with respect to the Services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret, and define CLIENT'S policies and decisions with respect to TRANSYSTEMS' Services for the Project.

Section 3.2 Project Information. Provide all criteria, all available information pertinent to the Project, and full information as to CLIENT'S requirements for the Project. CLIENT agrees that TRANSYSTEMS shall be entitled to rely upon **the** accuracy and completeness of all such information.

Section 3.3 Project Access. Arrange for access to and make all provisions for TRANSYSTEMS to enter upon public and private property as required for TRANSYSTEMS to perform services under this Agreement. All such access shall be provided without condition or restriction unacceptable to TRANSYSTEMS nor shall TRANSYSTEMS be required to indemnify or insure any third party as a condition to such access.

Section 3.4 Client Participation. Examine all studies, reports, sketches, drawings, specification, proposals, and other documents presented by TRANSYSTEMS, obtain advice of an attorney, insurance counselor and other CONSULTANT as CLIENT deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of TRANSYSTEMS.

Section 3.5 Notices. Give prompt written notice to TRANSYSTEMS whenever CLIENT observes or otherwise becomes aware of any development that affects the scope or timing of TRANSYSTEMS' Services, or any defect or non-conformance in the Services by TRANSYSTEMS (or its independent professional associates or CONSULTANTS) or in the work of any contractor or other party performing or providing work or services in connection with the Project.

Section 3.6 Additional Services. When CLIENT deems it necessary or appropriate for Additional Services to be performed in connection with any phase of the Project, CLIENT shall furnish or direct TRANSYSTEMS to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.

Section 3.7 Licenses, Permits, etc. Provide TRANSYSTEMS with any necessary governmental allocations or priorities, obtain all permits and licenses required to be taken out in the name of CLIENT which are necessary for the performance of the Services and, except where such permits, processes or licenses are by the terms of Exhibit A the responsibility of TRANSYSTEMS, obtain any permits, processes and other licenses which are required for the Project or the Services.

Section 3.8 Other Duties. Perform any other duties, obligations or responsibilities of the CLIENT set forth elsewhere in this Agreement, including, but not limited to, the obligation to make the payments called for under Section 5 hereof and perform any responsibilities and duties of the Client which may be identified on Exhibit B, if any.

Section 3.9 Defects in Services. The CLIENT shall promptly report to TRANSYSTEMS any defects or suspected defects in TRANSYSTEMS' services of which the CLIENT becomes aware, so that TRANSYSTEMS may take measures to minimize the consequences of such a defect. The CLIENT further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the CLIENT and the CLIENT's contractors or subcontractors to notify TRANSYSTEMS shall relieve TRANSYSTEMS of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Section 3.10 Taxes. Pay for and be responsible for all taxes incurred in connection with the Project, regardless of whether such taxes are assessed against CLIENT, TRANSYSTEMS or others.

Section 3.11 Contractor Insurance and Indemnity Requirements. The CLIENT agrees, in any construction contracts in connection with this Project, to require all contractors of any tier to carry statutory Workers Compensation, Employers Liability Insurance and appropriate limits of Commercial General Liability Insurance (CGL). The CLIENT further agrees to require all contractors to have their CGL policies endorsed to name the CLIENT, TRANSYSTEMS and its subconsultants as Additional Insureds and to provide Contractual Liability coverage sufficient to insure the hold harmless and indemnity obligations assumed by the contractors. The CLIENT shall require all contractors to furnish to the CLIENT and TRANSYSTEMS certificates of insurance as evidence of the required insurance prior to commencing work and upon renewal of each policy during the entire period of construction. In addition, the CLIENT shall require that all contractors will, to the fullest extent permitted by law, indemnify and hold harmless the CLIENT, TRANSYSTEMS and its subconsultants from and against any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising out of or in any way connected with the Project, including all claims by employees of the contractors, to the extent caused by the Contractor's wrongful acts, and/or its negligent acts, errors or omissions, or those of persons or entities for which it is legally liable.

Section 3.12 Unauthorized Changes. In the event the CLIENT, the CLIENT's contractors or subcontractors, or anyone for whom the CLIENT is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by TRANSYSTEMS without obtaining TRANSYSTEMS's prior written consent, the CLIENT shall assume full responsibility for the results of such changes. Therefore the CLIENT agrees to waive any claim against TRANSYSTEMS and to release TRANSYSTEMS from any liability arising directly or indirectly from such changes.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and costs of defense, arising from such changes.

In addition, the CLIENT agrees to include in any contracts for construction appropriate language that prohibits

the Contractor or any subcontractors of any tier from making any changes or modifications to TRANSYSTEMS' construction documents without the prior written approval of TRANSYSTEMS and that further requires the Contractor to indemnify both TRANSYSTEMS and the CLIENT from any liability or cost arising from such changes made without such proper authorization.

Section 3.13 Construction Management. If the CLIENT elects to employ a construction manager, the CLIENT will promptly notify TRANSYSTEMS of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of TRANSYSTEMS.

If the employment of such construction manager by the CLIENT results in additional time or expense to TRANSYSTEMS to prepare for, coordinate with or respond to the construction manager, TRANSYSTEMS shall be entitled to an equitable adjustment in fees and time for performance of these services.

Section 3.14 Costs. Bear all costs incident to compliance with the requirements of this Section 3.

SECTION 4 PERIODS OF SERVICE, COMPLETION DATE, FORCE MAJEURE

Section 4.1 Period of Service. The provisions of this Section 4 and the various rates of compensation for TRANSYSTEMS' Services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project. TRANSYSTEMS' obligation to render Basic Services hereunder will extend for a period which may reasonably be required for the Project including any Additional Services, extra or changed work and required extensions thereto.

Section 4.2 Completion Date. TRANSYSTEMS agrees to complete the Basic Services by the end of December 2020 (the "Completion Date"). If the Completion Date is exceeded through no fault of TRANSYSTEMS, all rates, measures and compensation provided herein shall be subject to equitable adjustment. The Completion Date (and TRANSYSTEMS' obligation to complete the Basic Services by such date) is subject to reasonable extensions for the performance of Additional Services, Constructive Changes or other extra work and is subject to reasonable extensions for a Force Majeure Event.

Section 4.3 Timeliness of Performance. The CLIENT and TRANSYSTEMS are aware that many factors outside TRANSYSTEMS' control may affect TRANSYSTEMS' ability to complete the services to be provided under this Agreement. TRANSYSTEMS will perform these services with reasonable diligence and expediency consistent with sound professional practices.

Section 4.4 Notice of Delay. If TRANSYSTEMS becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the CLIENT, TRANSYSTEMS or any other cause beyond the control of TRANSYSTEMS, which will result in the schedule for performance of TRANSYSTEMS' services not being met, TRANSYSTEMS shall promptly notify the CLIENT. If the CLIENT becomes aware of any delays or other causes that will affect TRANSYSTEMS' schedule, the Client shall promptly notify TRANSYSTEMS. In either event, TRANSYSTEMS' schedule for performance of its services shall be equitably adjusted.

Section 4.5 Force Majeure. For purposes hereof, a "Force Majeure Event" shall mean the occurrence of a failure or delay due to circumstances beyond TRANSYSTEMS' control including, without limitation, acts of God, acts of a public enemy, fires, floods, earthquakes, wars, civil disturbances, sabotage, accidents, insurrection, blockages, embargoes, storms, explosions, catastrophes, epidemics, damage to the Project, lack of access to Project, unavailable

utilities and power, water, labor disputes, CLIENT's failure to timely perform its obligations under this Agreement or other causes beyond TRANSYSTEMS' control.

SECTION 5 TRANSYSTEMS' COMPENSATION

Section 5.1 Compensation for Services and Expenses of TRANSYSTEMS in connection with Basic Services

Section 5.1.1 For Basic Services. As compensation for the performance of the Basic Services rendered by TRANSYSTEMS under Section 1, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Section 5.2 Compensation for Services and Expenses of TRANSYSTEMS in connection with Additional Services

Section 5.2.1 For Additional Services. As compensation for the performance of the Additional Services rendered by TRANSYSTEMS under Section 2, CLIENT shall pay TRANSYSTEMS, in accordance with the provisions of Section 5.4, as follows:

Additional Services of TRANSYSTEMS principals and employees engaged directly on the Project and rendered pursuant to Section 2, on the basis of TRANSYSTEMS' Schedule of Rates and Expenses then in effect.

Section 5.2.2 For Reimbursable Expenses in connection with Additional Services. In addition to payments provided for in paragraph 5.2.1., CLIENT shall pay TRANSYSTEMS for all Reimbursable Expenses incurred in connection with all Additional Services at the rates or in amounts set forth on TRANSYSTEMS' Schedule of Rates and Expenses in effect at the time such Additional Services are performed. For purposes hereof, "Reimbursable Expenses" are those costs and expenses incurred by TRANSYSTEMS in connection with the performance of the Services under this Agreement, including, but not limited to, the costs and expenses incurred by TRANSYSTEMS for travel, reproduction, mailing costs, computer time, supplies and materials, taxes, transportation, telephone or communications, independent professional associates, CONSULTANTS, SUBCONSULTANTS and any other expense items which are described on TRANSYSTEMS' then current Schedule of Rates and Expenses.

Section 5.3 TranSystems' Schedule of Rates and Expenses. TRANSYSTEMS' rates and expense provisions set forth on this initial Schedule of Rates and Expenses shall be the rates and expense provisions in effect from the date of this Agreement until December 31 of this year. TRANSYSTEMS will revise the Schedule of Rates and Expenses annually and will submit the revised Schedule of Rates and Expenses to CLIENT in December of each year that this Agreement is in effect and such revised Schedule of Rates and Expenses shall automatically become effective with regard to this Agreement and the Services performed under this Agreement on January 1st of the next calendar year.

Section 5.4 Monthly Invoices. TRANSYSTEMS shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based upon TRANSYSTEMS' estimate of the proportion of the total services actually completed at the time of billing. CLIENT shall make prompt monthly payments in response to TRANSYSTEMS' monthly statements.

Section 5.5 Other Provisions Concerning Payments.

Section 5.5.1 Interest, Suspension of Services. If CLIENT fails to make any payment due TRANSYSTEMS for services and expenses within thirty (30) days after receipt of TRANSYSTEMS' statement therefor, TRANSYSTEMS shall be entitled interest on the unpaid amounts due TRANSYSTEMS at the lesser of: i) 1.5 % per month; or, ii) the highest rate of interest allowed under applicable law. The entire unpaid balance due TRANSYSTEMS shall bear said rate of interest from the thirtieth day after CLIENT's receipt of TRANSYSTEMS' statement, until the entire unpaid balance has been paid to TRANSYSTEMS. In addition to being entitled to interest, TRANSYSTEMS may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until TRANSYSTEMS has been paid in full all amounts due for Services, expenses, and charges.

Section 5.5.2 Payments after Termination by Client. In the event of termination by CLIENT under paragraph 7.1 upon the completion of any phase of the Basic Services, payments due TRANSYSTEMS for all Services rendered and expenses incurred through such phase shall constitute total payment for such Basic Services. In the event of such termination by CLIENT during any phase of the Basic Services, TRANSYSTEMS will be paid for Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In the event of any such termination (whether at the completion of a phase or otherwise), TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.3 Payments after Termination by TranSystems. In the event of termination by TRANSYSTEMS under paragraph 7.1, TRANSYSTEMS will be paid for all Services rendered and expenses incurred during that phase through the date of termination on the basis of TRANSYSTEMS' Schedule of Rates and Expenses. In addition, TRANSYSTEMS shall also be reimbursed for the charges of independent professional associates and CONSULTANTS employed by TRANSYSTEMS to render Basic Services or Additional Services and all reasonable demobilization costs incurred by TRANSYSTEMS, including any cancellation charges by independent professional associates, CONSULTANTS and others performing or furnishing Services on the Project through TRANSYSTEMS, and TRANSYSTEMS shall be paid for all Additional Services performed and unpaid Reimbursable Expenses incurred through the date of the termination.

Section 5.5.4 Records. Records of TRANSYSTEMS' salary costs pertinent to TRANSYSTEMS' compensation under this Agreement will be kept in accordance with generally accepted accounting practices. If CLIENT desires to have copies of such records, copies will be made available to CLIENT upon CLIENT's request prior to final payment for TRANSYSTEMS' services. TRANSYSTEMS shall be reimbursed the cost of any such copies by CLIENT.

Section 5.5.5 Cost Factors. Whenever a factor is applied to salary costs or other expenses in determining compensation payable to TRANSYSTEMS that factor will be adjusted periodically and equitably to reflect changes in the various elements that comprise such factor. All such adjustments will be in accordance with generally accepted accounting practices as applied on a consistent basis by TRANSYSTEMS and consistent with TRANSYSTEMS' overall compensation practices and procedures.

SECTION 6 OPINIONS OF COST AND SCHEDULE

Section 6.1 Opinions of Cost and Schedule. Since TRANSYSTEMS has no control over the cost of labor, materials, equipment or services furnished by others, or over the resources provided by others to meet construction or other Project schedules, or over the methods of others in determining prices, or over competitive bidding or market conditions, TRANSYSTEMS' opinions of probable costs (including probable Total Project Costs and Construction Cost) and of Project schedules shall be made on the basis of TRANSYSTEMS' experience and qualifications and represent TRANSYSTEMS' best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but TRANSYSTEMS cannot and does not guarantee that proposals, bids or actual Project costs (including Total Project Costs or Construction Costs) will not vary from opinions of probable cost prepared by TRANSYSTEMS or that actual schedules will not vary from the projected schedules prepared by TRANSYSTEMS. TRANSYSTEMS makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from TranSystems' opinion of probable construction cost.

SECTION 7 GENERAL CONSIDERATIONS

Section 7.1 Termination. The obligation to provide further services under this Agreement may be terminated by either party upon thirty (30) days written notice to the other party in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Section 7.1.1 Replacement of TranSystems. If TRANSYSTEMS for any reason is not allowed to complete all the services called for by this Agreement, TRANSYSTEMS shall not be held responsible for the accuracy, completeness or constructability of the construction documents prepared by TRANSYSTEMS if used, changed or completed by the CLIENT or by another party. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from such use, change or completion by any other party of any construction documents prepared by TRANSYSTEMS.

Section 7.2 Reuse of Documents. All documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and CONSULTANTS) pursuant to this Agreement, including, but not limited to Drawings and Specifications, are instruments of service in respect of the Project and TRANSYSTEMS shall retain an ownership and property interest therein whether or not the Project is completed. Provided, however, that such documents, drawings, sketches, studies, analysis, information, schedules, estimates, reports and other items are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by TRANSYSTEMS for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to TRANSYSTEMS, or to TRANSYSTEMS' independent professional associates or CONSULTANTS, and CLIENT does hereby, to the fullest extent permitted by law, indemnify and hold harmless TRANSYSTEMS, TRANSYSTEMS' officers, employees and agents and TRANSYSTEMS' independent professional associates and CONSULTANTS from all claims, suits, demands, damages, liabilities, losses, expenses and costs, including but not limited to reasonable attorney's fees and other costs of defense, arising out of or resulting therefrom. The provisions of this Section 7.2 shall survive the termination of this Agreement.

Section 7.3 Delivery of Electronic Files. In the event that CLIENT requests any electronic deliverables under this agreement, TRANSYSTEMS and CLIENT shall execute a separate CADD agreement. Otherwise, in accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by TRANSYSTEMS, the CLIENT agrees that all such electronic files are instruments of service of TRANSYSTEMS, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

The CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The CLIENT agrees not to transfer these electronic files to others without the prior written consent of TRANSYSTEMS. The CLIENT further agrees to waive all claims against TRANSYSTEMS resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than TRANSYSTEMS.

Electronic files furnished by either party shall be subject to an acceptance period of sixty (60) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by TRANSYSTEMS and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless TRANSYSTEMS, its officers, directors, employees and subconsultants (collectively, TRANSYSTEMS) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than TRANSYSTEMS or from any reuse of the electronic files without the prior written consent of TRANSYSTEMS.

Under no circumstances shall delivery of electronic files for use by the CLIENT be deemed a sale by TRANSYSTEMS, and TRANSYSTEMS makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall TRANSYSTEMS be liable for indirect or consequential damages as a result of the CLIENT's use or reuse of the electronic files.

Section 7.4 Standard of Practice, Warranties. Services performed by the TRANSYSTEMS under this Agreement will be conducted in a manner consistent with the level of care, diligence and skill ordinarily possessed and exercised by members of the profession currently practicing in the same locality under similar conditions. Except as expressly set forth above, no other representations, expressed or implied, and no warranty or guarantee, express or implied, is included in this Agreement, or in any document, drawing, sketch, study, analysis, schedule, estimate, report, opinion, specification and other item prepared or furnished by TRANSYSTEMS (or TRANSYSTEMS' independent professional associates and TRANSYSTEMSs) pursuant to this Agreement.

Section 7.5 Limitation of Responsibility, Job Site Safety/Techniques. Neither the professional activities of TRANSYSTEMS, nor the presence of TRANSYSTEMS or its employees and subconsultants at a construction/project site, shall relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. TRANSYSTEMS and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or

procedures. The CLIENT agrees that the General Contractor shall be solely responsible for jobsite safety, and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The CLIENT also agrees that the CLIENT, TRANSYSTEMS and the TRANSYSTEMS' subconsultants shall be indemnified by the General Contractor and shall be made additional insureds under the General Contractor's policies of general liability insurance. In addition, TranSystems shall not be responsible for (i) the failure of any other project party to fulfill their respective contractual responsibilities and obligations to client or to comply with Federal, State or local laws, rules, regulations or codes; (ii) for the schedules of any of the other project parties or the failure of any of the other project parties to carry out their work in accordance with their respective agreements. TranSystems shall not have control over or charge of and shall not be responsible for acts or omissions of the other project parties, or their agents or employees, or of any other persons performing portions of the work on the project.

Section 7.6 Insurance.

Section 7.6.1 TranSystems Insurance. TRANSYSTEMS shall maintain throughout the duration of this Agreement insurance in the following amounts and will, upon request of the CLIENT furnish a copy of certification thereof:

- (a) Worker's Compensation and Employer's Liability
Worker's Compensation Statutory
Employer's Liability
\$500,000/\$500,000/\$500,000
- (b) Comprehensive Automobile Liability
\$1,000,000 combined single limit Bodily Injury and Property Damage
- (c) Comprehensive General Liability
\$1,000,000 - per occurrence
\$2,000,000 - annual aggregate
\$2,000,000 - product / completed operations per occurrence
\$1,000,000 - personal injury / advertising liability
- (d) Umbrella/Excess Liability
\$1,000,000 - per occurrence
\$1,000,000 - annual aggregate
- (e) Professional Liability Insurance in an amount of \$1,000,000 per claim and \$2,000,000 annual aggregate.

Section 7.6.2 Client Insurance. If, pursuant to the provisions of Exhibit B, CLIENT is required to obtain certain insurance coverages, CLIENT agrees to obtain and maintain throughout the duration of this Agreement (or, as applicable, cause its contractors to obtain and maintain) such insurance in the coverages and the amounts specified on Exhibit B. CLIENT will furnish TRANSYSTEMS with a copy of certification of such insurance. TRANSYSTEMS' interests shall be covered under any such insurance coverage.

Section 7.7 Liability and Indemnification.

Section 7.7.1 General. Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the Project, and TRANSYSTEMS' Compensation for the performance of the Services, and in consideration of the promises contained in this Agreement, CLIENT and TRANSYSTEMS agree to allocate and limit such liabilities in accordance with the provisions of this Section 7.7.

Section 7.7.2 TranSystems Indemnification.

TRANSYSTEMS agrees, to the fullest extent permitted by law, to indemnify and hold the CLIENT harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by TRANSYSTEMS' negligent acts, errors or omissions in the performance of professional services under this Agreement and those of its subconsultants or anyone for whom TRANSYSTEMS is legally liable. TRANSYSTEMS is not obligated to indemnify the CLIENT in any manner whatsoever for the CLIENT'S own negligence.

Section 7.7.3 Client Indemnification. The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold TRANSYSTEMS harmless from any damage, liability or cost (including reasonable attorney's fees and costs of defense) to the extent caused by the CLIENT'S negligent acts, errors or omissions and those of its contractors, subcontractors or consultants or anyone for whom the CLIENT is legally liable, and arising from the project that is the subject of this Agreement. The CLIENT is not obligated to indemnify TRANSYSTEMS in any manner whatsoever for TRANSYSTEMS' own negligence.

Section 7.7.4 Contractors Indemnification. CLIENT agrees to cause each of its other contractors on the Project to include an indemnification provision in CLIENT's contract with each such contractor that indemnifies and holds harmless TRANSYSTEMS and any of its officers or employees from all loss, damage, cost or expense to the extent caused by such contractors (or its employees or subcontractors) negligence or willful misconduct.

Section 7.7.5 Employee Claims. TRANSYSTEMS shall indemnify CLIENT against any loss, damage, cost or expense arising out of claims by TRANSYSTEMS' employees (unless such claim arises out of or as a result of the negligence of CLIENT, its employees, agents or contractors). CLIENT shall indemnify TRANSYSTEMS against any loss, damage, cost or expense arising out of claims by CLIENT'S employees (unless such claim arises out of or as a result of the negligence of TRANSYSTEMS, it's employees, agents or subcontractors).

Section 7.7.6 Consequential Damages. To the fullest extent permitted by law, TRANSYSTEMS shall not, in any event, be liable to CLIENT for any special, indirect, incidental or consequential damages, including, but not limited to, damages from delay, lost distribution, loss of product, loss of use, loss of profits or revenue or increased cost of operation, the cost of capital or the cost of purchased or replacement equipment, systems or power.

Section 7.7.7 Limitation of Liability. To the fullest extent permitted by law, TRANSYSTEMS' and/or its individual principals, directors, officers, employees, agents and servants of the firm total liability to CLIENT for all claims, losses, damages and expenses resulting or arising in any way from the performance of the Services (including TRANSYSTEMS' indemnity obligations hereunder) shall not exceed the total compensation received by TRANSYSTEMS under this Agreement or the limits of any professional liability requirements set forth in Section 7.6.1(e) whichever is less.

Section 7.7.8 Survival. The terms and conditions of this Section 7.7 shall survive the termination of this Agreement and/or the completion of the Services.

Section 7.8 Betterment. If, due to TRANSYSTEMS's negligence, a required item or component of the Project is omitted from TRANSYSTEMS's construction documents, TRANSYSTEMS shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will TRANSYSTEMS be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

Section 7.9 Protection From Supplanting Consultant. In consideration of the risks and rewards involved in this Project, the CLIENT agrees, to the maximum extent permitted by law, to indemnify and hold harmless TRANSYSTEMS from any damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising or allegedly arising from any negligent acts, errors or omissions by any prior consultants employed by the CLIENT on this project and from any claims of copyright or patent infringement by TRANSYSTEMS arising from the use of any documents prepared or provided by the CLIENT or any prior consultants of the CLIENT. The CLIENT warrants that any documents provided to TRANSYSTEMS by the CLIENT or by the prior consultants may be relied upon as to their accuracy and completeness without independent investigation by the supplanting consultant and that the CLIENT has the right to provide such documents to the supplanting consultant free of any claims of copyright or patent infringement or violation of any other party's rights in intellectual property.

Section 7.10 Use of Logo. CLIENT grants to TRANSYSTEMS during the term of this agreement and thereafter a non-exclusive license to use CLIENT's name and logo in TRANSYSTEMS's marketing materials such as press releases, case study briefs/project summaries, TRANSYSTEMS website or brochures. This license shall be perpetual and irrevocable for such use on all materials distributed and or printed but not yet distributed prior to termination and revocation of said license; said license shall remain in effect unless and until CLIENT shall terminate and revoke the same by giving TRANSYSTEMS 60 days advance written notice thereof whereupon at the end of said 60 days the license shall be deemed terminated.

SECTION 8 SPECIAL PROVISIONS, EXHIBITS AND SCHEDULES

Section 8.1 Special Provisions. This Agreement is subject to no special provisions

Section 8.2 Contract Documents. This Agreement consists of this contract document and the following Exhibits and Schedules, which are attached to and made a part of this Agreement:

Exhibit A – Scope of Services, Schedule and Design Fee

Exhibit B – Blank

Section 8.3 Entire Agreement. This Agreement together with the Exhibits and Schedules identified above constitute the entire agreement between CLIENT and TRANSYSTEMS and supersede all prior written or oral understandings. This Agreement and said Exhibits and Schedules may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or TRANSYSTEMS. TRANSYSTEMS' services under this Agreement are being performed solely for the CLIENT'S benefit, and no other party or entity shall have any claim against TRANSYSTEMS because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and TRANSYSTEMS agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

Section 8.4 Hazardous Materials. Unless otherwise provided in this Agreement, TRANSYSTEMS shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site. However, TRANSYSTEMS shall report to CLIENT the presence and location of any hazardous material which it notices or which an engineer of similar skill and experience should have noticed.

Section 8.5 Attorneys Fees. In the event that either party hereto employs an attorney to enforce any provision of this Agreement or to collect damages for default or breach of this Agreement, or pursue claims in litigation or arbitration, the prevailing party in any such action shall be entitled to recover from the other such attorneys' fees and costs of collection as the prevailing party may expend or incur with respect thereto. In the event that a settlement is reached between the parties before a final decision in any such litigation or arbitration, then neither party shall be entitled to recover its attorneys fees or costs from the other and neither party shall be responsible for the other party's attorney's fees or costs, unless otherwise agreed by the parties.

Section 8.6 Disputes. In the event a dispute arises between TRANSYSTEMS and CLIENT regarding the application or interpretation of any provision of this Agreement, or quality of Services by TRANSYSTEMS, the aggrieved party shall promptly notify the other party to this Agreement of the dispute, but in no event more than 20 days after such dispute arises. If the parties fail to resolve the dispute within 20 days after receipt of such notice, each party shall, within five days thereafter, proceed to non-binding mediation, with each party to bear its own costs and attorneys' fees (except as otherwise provided in Section 8,5 above) and the parties shall share equally in the cost of the mediator. In the event that the mediation is unsuccessful, the aggrieved party may elect to litigate its dispute with the other party. All disputes shall be governed by the laws of the State of Kansas and the jurisdiction and venue for litigation between the parties shall be solely and exclusively in Sedgwick County, Kansas, or the United States District Court for the District of Kansas, sitting in Wichita, Kansas.

It is intended by the parties to this Agreement that TRANSYSTEMS' services in connection with the Project shall not subject TRANSYSTEMS' individual employees, officers or directors to any personal legal exposure for the risks associated with this Project. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against TRANSYSTEMS, an interstate corporation, and not against any of TRANSYSTEMS' individual employees, officers or directors.

Section 8.7 Independent Contractor. TRANSYSTEMS shall be an independent contractor with respect to the Services to be performed hereunder. Neither TRANSYSTEMS, nor its independent professional associates, CONSULTANTS or subcontractors, nor the employees of any of the foregoing, shall be deemed to be the servants, employees or agents of CLIENT.

Section 8.8 Representations and Remedies. TRANSYSTEMS makes no representations, covenants, warranties or guarantees, express or implied, other than those expressly set forth herein. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY EXCLUDED. The parties' rights, liabilities, responsibilities and remedies with respect to the Services, whether in contract or otherwise, shall be exclusively those expressly set forth in this Agreement.

Section 8.9 Assignment, Subcontractors. This Agreement shall not be assignable by either party without the prior written consent of the other party hereto, except that it may be assigned without such consent to the successor of either party, or to a person, firm or corporation acquiring all or substantially all of the business assets of such party or to a wholly owned subsidiary of either party, but such assignment shall not relieve the assigning party of any of its obligations under this Agreement. No assignment of this Agreement shall be valid until this Agreement shall have been assumed by the assignee. This Agreement shall be binding upon and shall inure to the benefit of the TRANSYSTEMS' and CLIENT's respective successors and assigns. Nothing in this Section 8.9 shall prevent or be deemed to prevent TRANSYSTEMS from employing, contracting with or engaging independent professional associates, CONSULTANTS and other subcontractors to perform or assist in the performance of the Services.

Section 8.10 Notices. All notices or communications pertaining to this Agreement shall be in writing and shall be sufficient when mailed or delivered to the address specified below:

If to CLIENT:

City of Dodge City
806 2nd Avenue
Dodge City, KS

Attention: Ray Slattery, PE

If to TRANSYSTEMS:

TranSystems Corporation
245 N. Waco, Ste 222
Wichita, KS 67202

Attention: Brett Letkowski, PE

Nothing in this Section 8.10 shall be construed to restrict the transmission of routine communications between representatives of CLIENT and TRANSYSTEMS.

Section 8.11 Interpretation.

(a) This Agreement shall be governed by and interpreted in accordance with the laws of Kansas.

(b) Headings and titles of sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement. Modifications or amendments to this Agreement must be in writing and executed by duly authorized representatives of each party.

(c) Unless specifically stated to the contrary therein, indemnities against, releases from and limitations on liability expressed in this Agreement shall apply even in the event of the fault, negligence or strict liability of the party indemnified or released or whose liability is limited and shall extend to the officers, directors, employees, agents, licensors and related entities of such party.

(d) In the event that any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth in this Agreement.

Section 8.12 Certificates, Guarantees And Warranties. TRANSYSTEMS shall not be required to sign any documents, no matter by whom requested, that would result in TRANSYSTEMS having to certify, guarantee or warrant the existence of conditions whose existence TRANSYSTEMS cannot ascertain. The Client also agrees not to make resolution of any dispute with TRANSYSTEMS or payment of any amount due to TRANSYSTEMS in any way contingent upon TRANSYSTEMS signing any such certification.

As used herein, the word "certify" shall mean an expression of TRANSYSTEMS' professional opinion to the best of its information, knowledge and belief, and does not constitute a warranty or guarantee by TRANSYSTEMS.

Section 8.13 Execution of Documents. TRANSYSTEMS shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgment of TRANSYSTEMS, increase the TRANSYSTEMS' risk or the availability or cost of its professional or general liability insurance.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the _____ day of _____, 2020.

City of Dodge City

TranSystems Corporation

By:
Printed Name:
Title:

By: 
Printed Name: Brett A. Letkowski, PE
Title: Senior Vice President

Exhibit "A"
Scope of Service
Discovery Phase
Loretta Avenue and US-50 Intersection &
Roadway Improvements north to Ross Boulevard
April 6, 2022

PROJECT UNDERSTANDING

The general project as agreed upon by the City of Dodge City (City) and TranSystems includes the design of the proposed Phase 1 & Phase 2 improvements included in the Dodge City High School Area Transportation Study Concept. The Discovery Phase will consist of reviewing the previously completed Dodge City High School Area Transportation Study and a previous Kansas Department of Transportation (KDOT) Traffic Engineering Assistance Program (TEAP) Study completed at this intersection, providing concepts for the Loretta Avenue improvements while also incorporating the new access points from the proposed residential development (Rodeo Hills Subdivision) east of Dodge City High School (DCHS); this includes the Country Acres Street to Frontview Street connection, coordinating with project stakeholders, and developing right of way impacts and probable cost estimates. The Design Phase will include the design of the intersection and roadway improvements extending approximately 0.40 miles north and 400 feet south of the US-50 at Loretta Avenue with a project length of approximately 1,900 feet along US-50 west of 14th Avenue. The improvements also include approximately 3,200 feet of 10' shared use path on the south side of US-50 from 14th Avenue to Loretta Avenue with traffic signal modifications and ADA improvements at the intersection of US-50 and 14th Avenue. The project will include the traffic signal coordination from the Boot Hill Casino through the Central Avenue signal along the US-50 corridor. The project will include the design of the subgrade, pavement, horizontal and vertical roadway alignments, storm sewer, drive approaches, traffic signal coordination, signing, pavement marking, sidewalk and 10' multi-use path, intersection improvements (signal and proposed roundabouts), construction sequencing and public involvement. The disturbed areas will be seeded upon completion.

The location based upon a legal description is the southwest ¼ and southeast ¼ of Section 15, Township 26S, Range 25W in Ford County, Kansas.

Project Tasks

The project will be conducted in six phases, which are listed below with a brief description for each phase.

Phase 100 - Discovery Phase	Concept Development, LIDAR Survey
*Phase 200 - Field Check Plans	Survey and Development and Initial Project Analysis
*Phase 300 - Office Check Plans	Further Refinement of Project, and detail development
*Phase 400 - Final Check/PS&E	Final Review/Estimating of plans
*Phase 500 - Final Plans	Completion of Plans
*Phase 600 - Construction	Construction Management/Inspection, and Post
Engineering/Design	
<i>*To be completed under supplemental contract</i>	

Final Deliverables

TranSystems will submit electronic concept roll plots of the concepts suitable for a public meeting. A memo will be included updating any traffic analysis documenting any changes from the original Dodge City High School Area Transportation Study Concept as well as an Engineer's Probable Construction Cost for the Concept Design.

PHASE 100 - DISCOVERY PHASE

The proposed project is approximately 1.4 miles in length and will follow the existing US-50 alignment and proposed Loretta Avenue improvements generally shown in the Dodge City High School Area Transportation Study. The Discovery Phase shall consider reconfiguration of the Loretta Avenue north extension (roundabout south of Ross Boulevard) in lieu of the rezoned area east of Loretta Avenue that will be developed into residential units. The Concept will include shifting the north roundabout to the northeast and extending Loretta Avenue north to Ross Boulevard and eradicating the existing north/south Ross Boulevard leg. The Concept will also include proposed improvements at US-50 and 14th Avenue signal and turn lane improvements. Concepts will be developed to optimize traffic flow based on the residential development access points (no residential driveways) to the Loretta Avenue corridor with the assumption that Cecil Street will connect to Loretta Avenue and Plain Street will not intersect Loretta Avenue in the future.

Task 100 Concept Development

100. Meet with Agencies – Meet with City, KDOT, USD 443 and Dodge City Community College (DCCC) to address coordination between all parties to provide access for survey efforts, plan submittals, schedules, and necessary permitting, as required for this project. A site visit will take place to confirm the extent of the improvements.

101. Conceptual Designs – Based on design criteria, prepare conceptual drawings showing the reconfigured layout for Loretta Avenue, the layout shall include both an interim (residential development not constructed) and ultimate (residential development constructed) condition. The drawings shall also include the Country Acres Street and Frontview Street connection east of Loretta Avenue.
 - a. Traffic Analysis – This task involves developing concepts and evaluating traffic flow to minimize or mitigate impacts to Loretta Avenue, proposed roundabouts, and future residential streets.
 - b. The conceptual options will be evaluated using design software to check for roundabout and intersection efficiency and verify the designs will be suitable for the anticipated traffic volumes and vehicle classifications traveling along Loretta Avenue, Country Acres Street, Frontview Street, and new residential streets to be constructed. The intersections will be modeled using Synchro, and the roundabout will be evaluated using SIDRA software.
 - c. It is assumed the typical sections will follow the recommendations in the Dodge City High School Area Transportation Study.

102. Prepare a preliminary opinion of probable construction costs for the proposed work including:
 - a. Roadway construction
 - i. Traffic Signal Installation at US-50 and Loretta Avenue

- ii. Traffic Signal Coordination and Existing Signal Modifications at US-50 and 14th Avenue
 - iii. Loretta Avenue improvements from US-50 to Ross Boulevard (includes two roundabouts and all Dodge City High School access improvements.
 - iv. Local Street improvements along Frontview Street and parking improvements at Sante Fe Trail Community Corrections
- b. Future Improvement Concepts
 - i. Widen US-50 to four through lanes from Loretta Avenue to 14th Avenue
 - ii. Construct a southbound right-turn lane on Loretta Avenue at the US-50 intersection
 - iii. Construct dual left-turn lanes on the northbound and westbound approaches to the US-50 and 14th Avenue intersection
 - iv. Construct a northbound right-turn lane at the US-50 and 14th Avenue intersection
 - c. Bicycle/pedestrian facility improvements along US-50 from 14th Avenue to Loretta Avenue and north to Ross Boulevard
 - d. Utility relocation for any public utilities
 - e. Right-of-way impacts will be identified with an estimate of right of way costs
103. Coordination – TranSystems anticipates coordination with several groups during the study phase to ensure key stakeholder needs are met in the Discovery Phase. Those anticipated meetings include the following:
- a. City and KDOT Staff Meeting – two (2) meetings
 - b. Dodge City Public Schools (USD 443), Dodge City Community College (DCCC), Ford County (Sante Fe Trail Community Corrections – SFTCC) workshop w/ City – two (2) meetings
 - c. East Loretta Avenue Residential Developer – one (1) meeting
 - d. Bartel Truck Lines Workshop w/ City – one (1) meeting
 - e. City Public Meeting (includes adjacent landowners and developers) – one (1) meeting
 - f. USD 443, DCCC, and Ford County meeting w/ City – one (1) final presentation meeting

TranSystems will assist the City in preparing for and conducting one (1) Public Meeting to present the project to the general public. TranSystems will prepare up to three (3) project display boards and attend the meeting to assist the City in presenting the project. It is assumed the meeting will be in an Open House format with no formal presentations.

104. Assumptions:
- a. City will be responsible for all set up, securing the facilities and publishing notices for meetings.

Task 200 LIDAR Survey

101. Topographic Survey of a rectangular area defined between and including US-50 and Ross Boulevard north and south; and 100' west of the high school to 200' east of Loretta Avenue (approximately 90 acres) utilizing a RTK LiDAR equipped sUAV with a ground control unit for basis of control. Survey shall be completed based on the NAD 83 and NAVD 88 datums. Delivered product shall be a TIN surface in XML format, 1-foot contours in DXF format, or a point cloud for defining a surface. See attached figure for approximate survey limits (**See Figure "A"**).

102. A high resolution aerial image shall be supplied that covers the total survey area as shown in the survey limits figure (**See Figure "A"**).

Assumptions

- City of Dodge City supplemented with KDOT Construction Specifications will be used as the governing specifications for the project and will be supplemented by Special Provisions as required
- Country Acres Street to Center Avenue connection may need to be realigned to Frontview Street. Should the connection realignment need to be implemented after review and evaluation of total impacts during the Discovery Phase
- Bidding and construction management or testing services are not included in this proposal. These services can be provided by TranSystems via a supplemental agreement
- English units will be used for this project
- The scope of work does not include waters of the U.S. mitigation (likely not required)
- It is assumed that others will be providing the following if necessary
 - Threatened and endangered species surveys and habitat studies
 - Cultural resource/archaeological surveys.
- Microstation V8i or later will be used for all of the CAD file creation to prepare the plans noted herein
- Floodplain development permit or FEMA flood map revisions are not included in this contract

It is anticipated that the City will provide the following:

- Set up, secure the necessary facilities, and publish notices for all meetings
- Provide input for necessary pavement sections for development of cost estimates
- Review project concept, alignment, and design details
- Provide any plans or reports related to this project

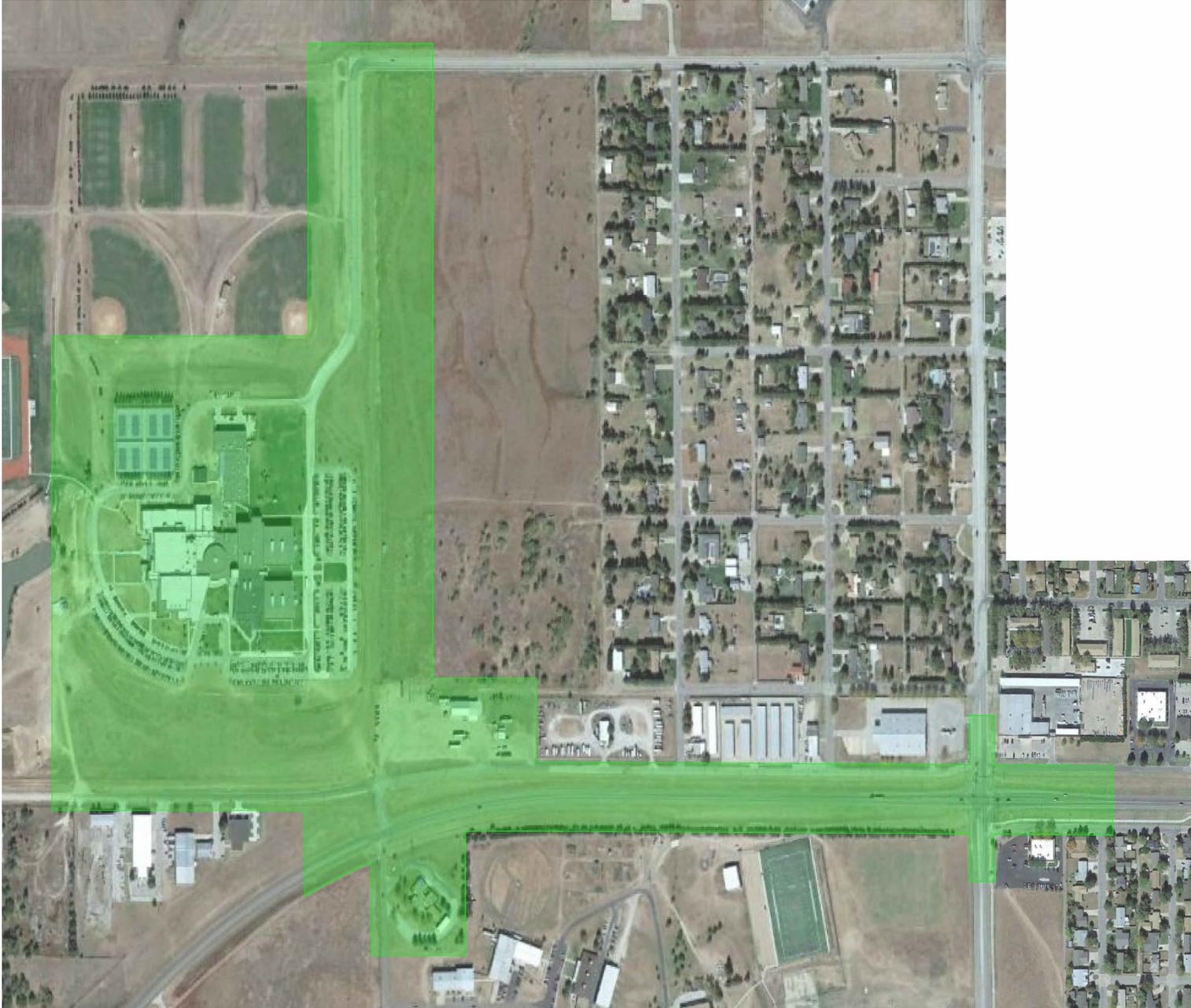
Design Schedule

The Discovery Phase shall be completed within 90 days from receipt of the Notice to Proceed.

Design Fee

Discovery Phase = \$164,305

FIGURE "A"
Approximate Survey Limits for LIDAR Survey and Imagery





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: May 2, 2022

Subject: Approval of Design Agreement for South WWTP Expansion Supplemental Agreement #1, SS 2101

Agenda Item: New Business

Recommendation: Approve the Supplemental Agreement #1 to the Design Agreement/Scope of Services for the South WWTP Expansion with PEC Consultants for \$2,214,000.00.

Background: With the announcement that Hilmar Cheese will be building a facility in Dodge City, we must start the preparation for there facility. One of the biggest items is the need to expand the South WWTP to accommodate the increase of wastewater flow from the plant and the expected municipal growth. PEC has completed Phase 1 of the project and has actually started on Phase 2 (Supplemental Agreement), the actual design of the improvements to meet when Hilmar Cheese will be operational. This agreement will include the preparation of 100% plans for the WWTP Expansion, Earthwork for the expansion, Additional Force Main Plans. PEC will also work with KDHE to obtain all necessary permits for the expansion. This is a not to exceed contract and the City will only be billed for what hours PEC has towards the project.

Justification: With new Hilmar Facility, the city has to expand its infrastructure to meet the needs of the new facility along with the expected growth in population.

Financial Considerations: This phase of design with PEC is for \$2,214,000.00. Funding for the design work will be from GOB which will be issued for the project. The design for the entire expansion project is roughly 5.5%.

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

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

Attachments: The Consulting Service Agreement/Scope of Services and Fee from PEC Consultants.

April 26, 2022



Ray Slattery, PE
Director of Engineering Services
City of Dodge City
PO Box 880
Dodge City, KS 67801

Reference: Project Name: Dodge City Water and Wastewater Systems Expansion
Supplemental Agreement No: 1
Original Contract Date: May 14, 2021
Phase 1 PEC Project No. 35-210263-001
Phase 2 PEC Project No. 35-210263-002

Dear Mr. Slattery:

This Supplemental Agreement between the Client and Professional Engineering Consultants, P.A. (PEC), modifies the above referenced Agreement, and any other previous Supplemental Agreements as may be noted herein.

A. Modification of Scope:

- 1. See attached Exhibit A.

B. Time of Performance:

- 1. The completion date will be on a mutually agreed upon schedule.

C. Payment Provisions:

- | | |
|--|-----------------------|
| 1. Original Contract Amount: | \$ 546,000.00 |
| 2. The contract amount will increase by this Supplemental Agreement: | <u>\$2,214,000.00</u> |
| 3. The new contract amount including this Supplemental Agreement: | \$2,760,000.00 |

D. Authorization to Proceed:

- 1. Return receipt of this executed Supplemental Agreement will be considered our authorization to proceed.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

Michael D. Kelsey, PE
Principal/Municipal Division Manager

NDF:jab

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A – Phase 2 Engineering Services

A. Project Description:

1. Wastewater System Expansion Design Services:
 - a) Preparation of 60% and 100% design based on preliminary design, including the following components:
 - 1) National Beef Primary Lift Station with a precast concrete electrical building
 - 2) Hilmar Lift Station with precast concrete electrical building
 - 3) Intermediate Lift Station with precast concrete electrical building
 - 4) Modifications to Gas Handling Buildings No. 1 and 2
 - 5) Gas Handling Building No. 3 / Biogas Monitoring Building constructed with precast concrete
 - 6) Side Stream Pump Station with precast concrete electrical building
 - 7) North Irrigation Pump Station modifications
 - 8) Existing Facultative Cell No. 1 Repairs
 - 9) Anaerobic Cell No. 4
 - 10) Aerobic Cell No. 4
 - 11) Control structures, yard wastewater piping, yard biogas piping
 - 12) Existing splitter box modifications
 - 13) Paving grass areas around Facultative Cells 1 and 2
 - 14) New waste gas burners
 - 15) Wastewater pH monitoring
2. Project Delivery Method:
 - a) Packages 1 (earthwork) and 2 (forcemain), Design-bid-build.
 - b) Package 3 (WWTP expansion), Design-build.

B. Anticipated Project Schedule:

1. PEC anticipates that the scope of services will be completed per the attached preliminary schedule. A detailed schedule will be developed with the CLIENT and updated on a regular basis.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables:

1. The Project Deliverables shall consist of the following sealed by an Engineer or Architect licensed in the State of Kansas, where applicable:
 - a) 60% design documents for all design packages including drawings, specifications, and engineer's opinion of probable costs (excluding WWTP package estimate).
 - b) 90% design documents for Package 3 including: drawings, specifications, and engineer's opinion of probable costs.
 - c) Permit/100% construction documents for all design packages to include drawings, specifications, and engineer's opinion of probable costs (excluding

package 3).

D. Scope of Services:

1. Project Management:
 - a) Development and management of the project schedule, preparation and distribution of project progress meeting agendas and minutes, development of information requests as required to complete the scope of services listed below, development of project progress reports to be submitted with invoices, and CLIENT communications.
 - b) Progress meetings with the CLIENT and the User.
2. General Services:
 - a) Conduct one design site visit to assess existing conditions. The architect and all engineering disciplines will attend the design site visit.
 - b) Attend up to three design submittal review meetings in-person with Owner at design milestones (60%, 90%, 100%). Additional design meetings as needed will be virtual.
 - c) Final Construction Documents: Final submittal shall include all final drawings and specifications, sealed for submission to KDHE for review and approval, as required. Revise documents as required to achieve KDHE approval.
3. Civil Design Services:
 - a) Package 1 – Earthwork
 - 1) Detailed earthwork design drawings and specifications will be developed for the proposed lagoon cells including soil liner, lagoon transfer piping and isolation valves, and lagoon cell access drives.
 - 2) Preparation of a Site Demolition plan, identifying existing items and site features necessary to be removed as a result of proposed construction.
 - 3) Preparation of Site Grading plans. The drawings will include grading, drainage, and layout design of the proposed lagoon cells
 - 4) Preparation of an Erosion Control Plan with general notes.
 - 5) Provide additional design or detail drawings as needed to convey design intent to the contractor in bidding documents.
 - 6) Preparation of the Storm Water Pollution Prevention Plan (SWPPP) and application of the KDHE Notice of Intent (NOI), including notifications to Kansas State Historical Society, and Kansas Department of Wildlife & Parks.
 - b) Package 2 – Forcemain:
 - 1) Review Economic Development Administration grant requirements and incorporate into plans and specifications as required.
 - 2) Using alignments from the 30% design phase, produce 60% and final design plans.
 - 3) Provide a complete set of 60% specifications and construction drawings, including Cover Sheet, plan/profiles, coordinate geometry data, erosion control plans, and associated details.

- 4) Provide a complete set of final specifications and construction drawings, incorporating Owner review comments.
 - 5) Summarize project quantities and estimate probable construction costs at 60% and final submittals.
 - 6) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
- c) Package 3 – WWTP Expansion
- 1) Detailed design of the lift stations, gas handling buildings, gas monitoring building, upgraded waste gas burner, and side stream pump station.
 - 2) Design of North Irrigation Pump Station and Gas Handling Building No. 1 modifications. North irrigation improvements are assumed to include pump replacement; a new structure or mechanical systems are anticipated.
 - 3) Detailed site work including fencing, grading, and access drives paving.
 - 4) Lagoon cell detailed design including gas collection piping, anaerobic cell HDPE cover, concrete liners and liner coatings, aeration system, aerobic cell walkway, waste gas burner, control structures, erosion control, and miscellaneous details.
 - 5) Updates to hydraulic profile, process design and schematics, and piping and equipment schedules.
 - 6) Coordinate with design-build contractor as required to develop estimates for allowance and contingency items.
4. Structural Design Services:
- a) Package 3 – WWTP Expansion
- 1) Produce design drawings and calculations for the code mandated gravity, wind, seismic loads, and agreed to special loadings for new/existing building(s). Design and drawings are limited to Basic Services as defined by “National Practice Guidelines for the Structural Engineer of Record” by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council), available upon request.
 - 2) New structures will be designed independent of any existing structure separated by an expansion joint unless specifically agreed upon.
 - 3) Produce dimensioned foundation plans and details.
 - 4) Produce dimensioned structural framing plans and details that define the “primary” structural systems.
 - 5) Provide shear walls, bracing, and/or moment frames for lateral stability of the structures.
 - 6) Provide miscellaneous supports and foundations for equipment.
 - 7) Edit appropriate structural elements of the specifications for concrete, masonry, and steel.
 - 8) Identify delegated specialty structural engineering elements and loads to be designed by the specialty structural engineer for the material supplier (joists, metal deck, light gauge trusses, pre-cast concrete, metal buildings, etc.)
 - 9) Existing structures are assumed to be designed properly for the intended use. Perform evaluation on existing structural elements for gravity loads

only to determine if the new dead or live loads exceed 105% of the original loads. For loads exceeding 105% of original loads, design reinforcing to support excess loads. Provide design of lintels for new openings in load bearing walls where specifically identified. Scope does not provide for evaluation of the existing lateral load system.

5. Electrical Design Services:

a) Package 3 – WWTP Expansion

- 1) Design interior and exterior building lighting systems.
- 2) Design site lighting.
- 3) Design building electrical distribution systems.
- 4) Design general purpose power and equipment connections.
- 5) Design raceway system for all applicable low voltage systems such as SCADA, Access Control, CCTV, Security, etc.
- 6) SCADA system design.

6. Mechanical Design Services:

a) Package 3 – WWTP Expansion

- 1) Design HVAC for the new buildings including code-required ventilation, freeze protection, and cooling for MCC rooms.
- 2) Review and update HVAC for existing buildings being modified or expanded, including code-required ventilation, and cooling for MCC rooms.
- 3) Design waste plumbing (where required) for the new buildings, including floor drains, collection sumps, and distribution to 5 feet beyond building wall.
- 4) Design natural gas piping for new Waste Gas Burner.

7. Architectural Design Services:

a) Package 3 – WWTP Expansion

- 1) Develop architectural code plans to address all applicable codes.
- 2) Develop floor plan, layout, exterior elevations and building sections.
- 3) Prepare schedules, details, and final wall sections.
- 4) Prepare specifications associated with architectural elements.

8. Bidding Services (Packages 1 and 2):

- a) Prepare the advertisement for bids and post to Drexel; address bidder questions; and issue addenda as needed.
- b) Prepare an engineer's estimate of probable construction cost and provide to CLIENT with bid tab for CLIENT use at bid opening.
- c) Lead bid opening and complete bid tab; provide to CLIENT.
- d) Conduct a pre-bid meeting and issue minutes.
- e) Review received bids.

9. Construction Administration Services (all packages):

- a) Prepare Contract Documents for execution by the Contractor and CLIENT.
- b) Coordinate and facilitate a pre-construction meeting to review project

- c) requirements, establish protocols, and set the notice to proceed date.
- c) Review shop drawings for systems and elements designed by PEC and its subconsultants. Review period will be ten (10) business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- d) Respond to RFIs generated by the contracting team. Response will be provided within seven calendar (7) days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- e) Review and process contractor's submittals, shop drawings and material test certifications for compliance with the drawings and specifications.
- f) Review contractors pay applications and provide to CLIENT for approval and processing.
- g) Prepare change orders covering modifications or revisions, as needed.
- h) Attendance at up to eight (8) progress meetings at the site, per design package, as coordinated by the contractor. Contractor shall schedule meetings and issue minutes to all attendees.
- i) Coordination of final inspection with KDHE.
- j) Coordinate and participate in final walkthrough of project.
- k) Develop and distribute punch list; update and distribute as required until project completion.
- l) Project close-out including issuing of substantial completion certificate, close-out items as required by KDHE, and preparation of record drawings to include pdf markups of sealed bid drawings.

10. Funding Assistance for EDA Grant:

- a) Update Preliminary Engineering Report, as required.
- b) Assist with funding requirements during construction including wage rate interviews, weekly payroll forms, disbursement requires, American Iron and Steel (AIS) certificates, and MBE.WBE reports.
- c) Funding assistance requirements are assumed to be similar to the requirements of the SRF program.

11. Easement Exhibits:

- a) Provide a maximum of forty (40) exhibits depicting required easements through private property for the Northern Natural Gas pipeline relocation, User's forcemain, and intermediate lift station.
- b) Exhibit will include a map of the easement and a legal description of the easement.
- c) Easement will be sealed by a Licensed Land Surveyor in the State of Kansas
- d) Provide staking locations for soil borings.

12. Additional geotechnical analysis including slope stability analysis for the existing lagoon cells where modifications are required for the current project. The slope stability analysis will be included in the Geotechnical Report.

E. Additional Responsibilities of CLIENT:

- 1. The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein:
 - a) Provide information for the sanitary sewer system, lift stations, forcemains, utilities, flows, operations, etc., as requested and available.

- b) Provide any plans or reports available for proposed future improvements and development.
- c) Provide information required from the User or NBP as required for the project.
- d) Participate in Project discussions and review meetings.
- e) Review documents and provide comments and input.
- f) Provide and coordinate access as required for Project needs.
- g) Any required permit fees, land acquisition/easement/right-of-way fees, or laboratory fees for requested sampling shall be paid by the CLIENT.
- h) Acquire leases, properties, easements, or other land acquisition required for the project. PEC shall provide the required documentation for CLIENT to acquire land.
- i) CLIENT shall coordinate with landowners for access and testing, as required.
- j) Assuring those private utilities, not located by an appropriate One-Call utility locate system, are identified prior to field investigations, or arrange for a CLIENT representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
- k) Provide information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
- l) Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections.

F. Additional services:

1. The following services can be provided by PEC at an additional cost by Supplemental Agreement:
 - a) Design engineer construction site observations in excess of the number above will be performed on an hourly basis.
 - b) Design of "Additional Services or Extra Services" as defined by CASE unless specifically agreed to. Additional services typically consist of site structures, screen walls, shoring, preparation of shop drawings, and review of value engineering and substitutions.
 - c) Plan revisions, as necessary, to reduce the cost of construction after issue of construction documents, typically referred to "Value Engineering" or "VE" or due to cost over-runs outside the control of PEC.
 - d) Design of retaining walls.
 - e) Alternate designs not specifically listed in the Scope of Services.
 - f) Construction administration and design services resulting from significant contractor errors are not included under this proposal and will be invoiced per our standard hourly rates.
 - g) Short Circuit, Arc Flash and Protective Device Coordination Study.
 - h) Funding assistance in addition to what is noted in the scope of services.

G. Exclusions:

1. Design and construction of wastewater service connections for the User.
2. Design and construction of a fire suppression loop for the User.
3. Design and construction of water service connections for the User.
4. Design and construction of additional water supply wells and associated well houses, dependent on the evaluation of water rights and well planning.
5. Platting and zoning requirements or changes.
6. ALTA Land Title Surveys.

7. Design of new facultative lagoon cells, new irrigation pump station, and irrigation distribution system improvements.

H. PEC Fees & Reimbursable Expenses:

1. PEC's Fee for its Scope of Services will be on an aggregate lump sum basis including reimbursables outlined in the table below:

Engineering Services	Total
Project Management	\$198,300
Easement Preparation	\$29,000
Geotechnical Analysis	\$8,000
Package 1 – Earthwork	
60% Design	\$21,800
90% Design	\$21,800
Construction Drawings	\$21,800
Construction Administration	\$16,500
Package 2 – Forcemain	
60% Design	\$300,000
Construction Drawings	\$95,000
Construction Administration	\$45,000
Package 3 – WWTP	
60% Design	\$639,100
90% Design	\$294,900
Construction Drawings	\$203,400
Construction Administration	\$319,400
Phase 2 Total Fees:	\$2,214,000

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: May 2, 2022

Subject: Approval of Design Agreement for Civil Portion of the H₂S Removal Improvement to the Warrior Bio-gas Project, SS 2201

Agenda Item: New Business

Recommendation: Approve the Design Agreement/Scope of Services for the Civil Portion of the H₂S Improvements to the Warrior Bio-gas Project with PEC Consultants for \$361,110.00.

Background: As you are aware the bio-gas facility is not capable to run as efficient as possible due to the high concentration of H₂S. The city has already entered into an agreement with Streamline Innovations, Inc. to complete the design of a Valkyrie H₂S Treating System to remove the excess H₂S. to complete the installation of the Valkyrie H₂S Treating System equipment, some additional civil design work will need to take place. Also, a portion of the Valkyrie H₂S Treating System needs to be located in a climate-controlled building. PEC will complete the necessary design work so that the Valkyrie H₂S Treating System Equipment can be installed once it is delivered to the site, along with the design of the building. PEC will also investigate and design a cooling system for the raw bio-gas prior to reaching the Valkyrie H₂S Treating System and PSA equipment.

Justification: With the installation of the Valkyrie H₂S Treating System equipment we will be able to increase our methane capture rate significantly. In turns this results in greater revenue from the Warrior Project.

Financial Considerations: This phase of design with PEC is for \$361,110.00. Funding for the design work will be from the Biogas fund or the GOB funds which will be issued for the project.

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

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

Attachments: The Consulting Service Agreement/Scope of Services and Fee from PEC Consultants.



April 25, 2022

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

Reference: AGREEMENT for Dodge City Biogas System Expansion
PEC Project No.: 35-210446-000-1009

Dear Mr. Slattery:

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

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

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

Payment. Invoices will be submitted periodically and are due and payable upon receipt. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mr. Ray Slattery, P.E.
City of Dodge City
Biogas System Expansion
April 25, 2022
Page 5

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

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Nicole D. Franken, P.E.
Project Manager

NDF:jab

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____, Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal/Municipal Division Manager

Date: 4/25/2022

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A

A. **Project Description.**

1. The Wastewater Treatment Facility (WWTF) Biogas System Modifications Design Services Project includes two main improvements: the addition of a hydrogen sulfide (H₂S) gas treatment unit (H₂S Unit) and a biogas feed line cooling loop. The project includes site improvements, electrical service, an approximately 5,000 ft² process building, building foundations and equipment pads, plumbing and HVAC, bypass piping to the waste gas burner, water supply piping, SCADA improvements, heat tracing for water supply piping, instrument air supply, inlet and outlet biogas piping connections for a new (H₂S Unit), and piping for waste streams from the reverse osmosis (RO) system to the wastewater treatment lagoon cells. The cooling loop project includes site improvements, piping and associated biogas appurtenances, and piping connections. The building will be approximately 25 feet tall with 20-foot bay doors, insulated, heated, cooled, and ventilated. The project delivery method will be design-build with the contractor as selected by the CLIENT.

B. **Anticipated Project Schedule.**

1. PEC shall start work on the project within 7 days from the date a signed notice to proceed is received. A detailed schedule will be developed with the CLIENT. The schedule will be updated on a regular basis.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over the responsibility for any contractor or vendor's performance schedule.

C. **Project Deliverables.**

1. Preliminary conceptual layouts.
2. 30% design documents.
3. 100% sealed design documents.
4. Air Compliance Summary document or construction permit application as required.
5. Draft and Final Biogas Cooling Evaluation Memo.
6. Signed and sealed Geotechnical Report.

D. **Scope of Services:**

1. Project Management
 - a) Development and management of project schedule, preparation and distribution of project progress meeting agendas and minutes, development of information requests as required to complete the scope of services listed below, and CLIENT communications.
 - b) Bi-weekly virtual project coordination meetings with the H₂S Unit equipment supplier and the CLIENT.
2. 30% Design Services
 - a) Conduct an on-site kick-off meeting to review scope and establish the project schedule.

- b) Prepare a data request for any needed system information, operational data, or other data needed for the design.
- c) Geotechnical investigations to include one soil boring at the bio-gas equipment location. The boring shall extend to a depth of 20 feet. Boreholes shall be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials. Relatively undisturbed soil samples (Shelly Tubes) shall be obtained. Laboratory testing shall be performed to determine the moisture content, density, Atterberg Limits, percent passing #200 sieve, falling head permeability, swell/consolidation, and unconfined compressive strength. A Geotechnical Report sealed by a licensee in Kansas shall be prepared that includes recommendations for foundation design, earthwork, excavation, soil stabilization and controlled fill.
- d) Coordinate with the CLIENT and the H₂S Unit equipment supplier selected by CLIENT (Streamline) to determine equipment pad structural requirements, electrical supply requirements, the control strategy, equipment building sizing and preliminary HVAC requirements, gas piping connections required to connect the new equipment to the existing system, and waste stream disposal requirements. Streamline shall be responsible for all design and sizing for all elements of the supplied H₂S Unit equipment and PEC shall be able to rely fully on their design.
- e) Prepare a technical memo summarizing the results of temperature modeling and provide two options for cooling the biogas to meet an inlet temperature range of approximately 90-100 degrees F.
- f) Prepare preliminary concept plans for CLIENT review to include H₂S Unit location and sizing as designed and provided by the equipment supplier, access road and grading, process building, H₂S equipment piping connections to existing system, biogas cooling system pipe sizing and alignment based on the conceptual layout provided in the River City Engineering Biogas Feed Line Cooling Report, and electrical service requirements for H₂S Unit. Prepare a 30% cost estimate.
- g) Review preliminary concept plans with the CLIENT in an on-site meeting.
- h) Prepare 30% design plans and specifications for the purpose of obtaining a Guaranteed Maximum Price (GMP) from contractors.

3. 100% Design Services

- a) Conduct up to three virtual design meetings to achieve 100% plans and specifications to include process equipment, access road and grading, process building, waste stream disposal, water supply piping and connections, bypass biogas piping and appurtenances, heat tracing for water supply piping, instrument air supply system, gas piping and connections, structural equipment pads, foundations, plumbing and HVAC, electrical power supply and connections, instrumentation, and controls.
- b) Submit design documents to KDHE Bureau of Water permitting for review. Address KDHE comments as required to obtain approval.
- c) Process/Civil Design Services:
 - 1. Design of gas piping and connections, instrumentation, cooling loop, site paving and grading, water supply piping, and new process equipment waste stream disposal system.

- d) Structural Design Services:
 - 1. Produce design drawings and calculations (submitted if required) for the code mandated gravity, wind, seismic loads, and agreed to special loadings for new building(s). Design and drawings are limited to Basic Services as defined by “National Practice Guidelines for the Structural Engineer of Record” by Coalition of American Structural Engineers, CASE (a coalition of the American Consulting Engineers Council), available upon request.
 - 2. Produce dimensioned foundation plans, details, and slab on grade.
 - 3. Produce structural framing plans and details that define the “primary” structural system.
 - 4. Locate shear walls, bracing, and/or moment frames for lateral stability of the structure.
 - 5. Provide miscellaneous supports for roof mounted or suspended equipment and large process piping.
 - 6. Provide foundations for tanks and process equipment.
 - 7. Identify delegated specialty structural engineering elements and loads to be designed by the specialty structural engineer for the material supplier (pre-cast concrete, metal buildings, etc.).
 - 8. Provide design of supports for process pipe.
 - e) Mechanical Design Services:
 - 1. Design HVAC system, instrument air supply system, and plumbing process for building.
 - f) Electrical Design Services:
 - 1. Design of electrical supply for the new process equipment.
 - 2. Design of controls and integration with existing SCADA system for the new process equipment.
 - 3. Design interior and exterior building lighting systems.
 - 4. Design site lighting.
 - 5. Design building electrical distribution systems.
 - 6. Design general purpose power and equipment connections.
 - g) Architect Design Services:
 - 1. Develop detailed architectural drawings including floor plans, special construction detailing, and architectural product specification.
 - 2. Review applicable building codes.
4. Air Compliance Assistance:
- a) Revise the current potential-to-emit (PTE) calculation.
 - b) Evaluate necessity for construction approval/permit.
 - c) Prepare files for CLIENT documenting that KDHE construction approval/permit is not required, or prepare construction approval/permit application if necessary.
5. Construction Services:
- a) Review contractor submittals, pay applications, requests for information (RFIs), and change orders. Provide electronic copies of all RFIs, approved submittals, and executed pay applications to CLIENT.
 - b) Attend up to six (6) in-person progress meetings as coordinated by the contractor. Contractor to schedule meetings and issue minutes to all attendees.

- c) Attend equipment startup to observe equipment performance for H₂S Unit.
- d) Coordinate and participate in a final walkthrough.
- e) Develop and distribute a punch list; update and distribute as required until project completion.
- f) Project close-out to include issuance of completion certificates, a final inspection and preparation of record drawings. Record drawings shall address work completed per Contractor redlines and CLIENT notes during construction. Record drawings will be red-marked pdf files of sealed documents.

E. Additional Responsibilities of CLIENT:

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

- 1. Provide information on the existing biogas system, utilities, and other information as requested and available.
- 2. Participate in project discussions and review meetings.
- 3. Review documents and provide comment and input.
- 4. Provide and coordinate access as required for project needs.
- 5. Any required permit fees or laboratory fees for requested sampling shall be paid for by the CLIENT.

F. Exclusions:

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

- 1. The scope of services assumes that land acquisition will not be required for this project.
- 2. Design or evaluation of equipment required for handling of sulfur byproducts.
- 3. Design or evaluation of equipment required to handle wastewater produced from the H₂S Unit that cannot be sent to the existing wastewater treatment system.
- 4. Construction inspection and materials inspection and testing services can be added to the scope of services through supplemental agreement or by separate agreement.
- 5. Funding assistance.
- 6. Design of installations in interior hazardous locations. It is PEC's understanding that all hazardous locations are outdoors near the process equipment.
- 7. Assisting with selection of a General Contractor.

G. PEC Fees & Reimbursable Expenses:

- 1. PEC's fee for its Scope of Services will be on an aggregate lump sum basis as outlined in the table below:

Project Management	\$36,000.00
30% Design Services	\$140,900.00
100% Design Services	\$91,210.00
Air Compliance Assistance	\$2,900.00
Construction Administration Services	\$90,100.00
Total	\$361,110.00

2. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.