

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, April 3, 2023

7:00 p.m.

MEETING #5244

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 Ryan Ausmus of First Presbyterian Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of Work Session Meeting Minutes, March 20, 2023.
2. Approval of City Commission Meeting Minutes, March 20, 2023.
3. Appropriation Ordinance No.7, April 3, 2023.
4. Cereal Malt Beverage License:
 - a. Quick Pick 1, 2501 Central Avenue.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for Forty (40) New Golf Cars for Mariah Hills Golf Course. Report by Ryan Reid, Director of Administration.
2. Street Reconstruction Discussion and Approval.
 - a. Approval to Reject Bid for Asphalt Street Maintenance. Report by Tanner Rutschman, PE, City Engineer.
 - b. Approval of Bid for Asphalt Street Chip Sealing. Report by Tanner Rutschman, PE, City Engineer.
3. Approval of the Wright Park Master Plan Contract. Report by Daniel Cecil, Parks and Facilities Director.
4. Approval of Dodge City Legislative Policy 2023. Report by City Manager, Nick Hernandez.
5. Approval to Purchase a 2013 JLG 600AJ 60 Foot Articulating Boom Lift. Report by Nick Hernandez, City Manager.

OTHER BUSINESS

STAFF REPORTS

Community Development Block Grant for Splash Pad. Report by Daniel Cecil, Parks and Facilities Director, and Melissa McCoy, Assistant City Manager/Public Affairs.

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, March 20, 2023

6:00 p.m.

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CALL OR ORDER

ROLL CALL Mayor Michael Burns, Commissioner Joseph Nuci, Chuck Taylor, Rick Sowers, Kent Smoll reported absent.

WORK SESSION

Laura Stein, Director of Dodge City Animal Shelter spoke, she stated that she would like to revise the city ordinance for pit bulls. There are parts of the ordinance that she does not feel are necessary and it makes it hard for people of Dodge City to own them. Currently the kennel part of the ordinance shows they have to be in a secure pen, she would like to change this to where they could be in a fenced area like any other dog. She would like to change the insurance part of the ordinance. She also spoke on number of pit bulls that area allowed at households. Pit bulls must still be registered and maintain the vaccinations also have them spayed and neutered if they will be within the city. She would like it to be mandatory for all breeds to be spayed and neutered. There was further discussion on the ordinance.

Melissa Rodriguez and Dawn Meredith, animal advocates, spoke on the spay and neuter of dogs. She stated she has spoken with other cities and they say it is an enforceability issue. She stated that they are for the recommendations that Laura wants.

This ordinance will be brought back to the city commission at a later meeting.

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, March 20, 2023

7:00 p.m.

MEETING #5243

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CALL TO ORDER

ROLL CALL Mayor Michael Burns, Commissioner Joseph Nuci, Chuck Taylor, Rick Sowers, Kent Smoll reported absent

INVOCATION by Pastor Josh Smith of Cross Connection Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Michael Burns opened the public hearing. Nicole May, Finance Director spoke about the Community Incentive District (CID) for Tommy's Express Car Wash. This will be a 1% community improvement district only for Tommy's Express Car Wash location.

Austin Davis, member of Wild Pines washes Dodge City spoke on the CID and thanked the city for the support during the process and the support of the community now that they are open.

There were no public comments. Mayor Burns closed the public hearing.

APPROVAL OF AGENDA

Commissioner Josphe Nuck moved to approve the agenda as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

Mayor Michael Burns read the Child Abuse Proclamation and declared April 2023 as child abuse month.

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).

Melissa McCoy, Assistant City Manager/Public Affairs talked about the Guatemalan Consulate event that took place on March 11th and 12th. She stated that people from all over came to the event. This is part of the effort with Cultural Relations Advisory Board to bring these types of consulate services to our city. and recognized the volunteers. They partnered with the Dodge

City Public Library who provided space for helping host the Guatemalan Consulate as well as the volunteers who provided assistance. this included representatives for Genesis Family Health, Alce Su Voz and Camino de Fe Iglesia de Nazarene. She thanked all that helped.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, March 6, 2023.
2. Approval of City Commission Meeting Minutes, March 6, 2023.
3. Approval of City Joint City/County/USD 443/DCCC Meeting Minutes.
4. Appropriation Ordinance No.6, March 20, 2023.
5. Cereal Malt Beverage License:
 - a. El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
 - b. Tacos Jalisco, 412 E. Wyatt Earp Blvd.
 - c. Dodge City A's, San Jose Drive.
 - d. Kwik Shop Store, 1500 W. Wyatt Earp Blvd.
 - e. Kwik Shop Store, 1811 Central Avenue.
6. Approval of Appointments for Community Facilities Advisory Board.
7. Approval of Estimate for New Pad Mount Transformer at the South Wastewater Treatment Plant.

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3791: An Ordinance authorizing the creation of the Tommy's Express Car Wash Community Improvement District in the City of Dodge City, Kansas; authorizing the imposition of a community improvement district sales tax to be collected within such district; and approving and authorizing certain other actions in connection therewith (Tommy's Express Car Wash CID) was approved on a motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

Ordinance No. 3792: An Ordinance of the City of Dodge City, Kansas, approving the termination of the Scooters-Wyatt Earp CID; and authorizing actions relating thereto was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

Resolution No. 2023-10: An Ordinance of the governing body of the City of Dodge City, Kansas establishing a rural housing incentive district within the city and adopting a plan for the development of housing and public facilities in such proposed district, establishing the date and time of a public hearing on such matter, and providing for the giving of notice of such public hearing (United Village) was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0.

Resolution No. 2023-11: A Resolution authorizing filing of application with the Kansas Department of Health and Environment for a loan under the Kansas Water Pollution Control Revolving Fund Act (K.S.A. 1988 Supp. 65-3321 through 65-3329) was approved on a motion by Commissioner Chuck Taylor. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

Resolution No. 2023-12: 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/Iron Flats, Phase I) was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

UNFINISHED BUSINESS

1. Approval of lease agreement with Catholic Charities of Southwest Kansas (CCSK) was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0.

NEW BUSINESS

1. Approval of consulting agreement with SMH Consultants in the amount not to exceed \$180,755 for the Gunsmoke Trail Extension along Comanche Street was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 4-0.
2. Approval of cost share request from Buffalo Builders/B&B Concrete in the amount of \$94,260 for repairs to Jayhawk Drive was approved on a motion by Commissioner Rick Sowers. Commissioner Chuck Taylor seconded the motion. The motion carried 3 – 1 with Commissioner Joseph Nuci voting nay.
3. Approval of contract for city attorney services with the City of Dodge City with Paige Bangerter of Bangerter Law Firm of Dodge City was approved on a motion by Commissioner Joseph Nuci. Commissioner Chuck Taylor seconded the motion. The motion carried 4 -0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk



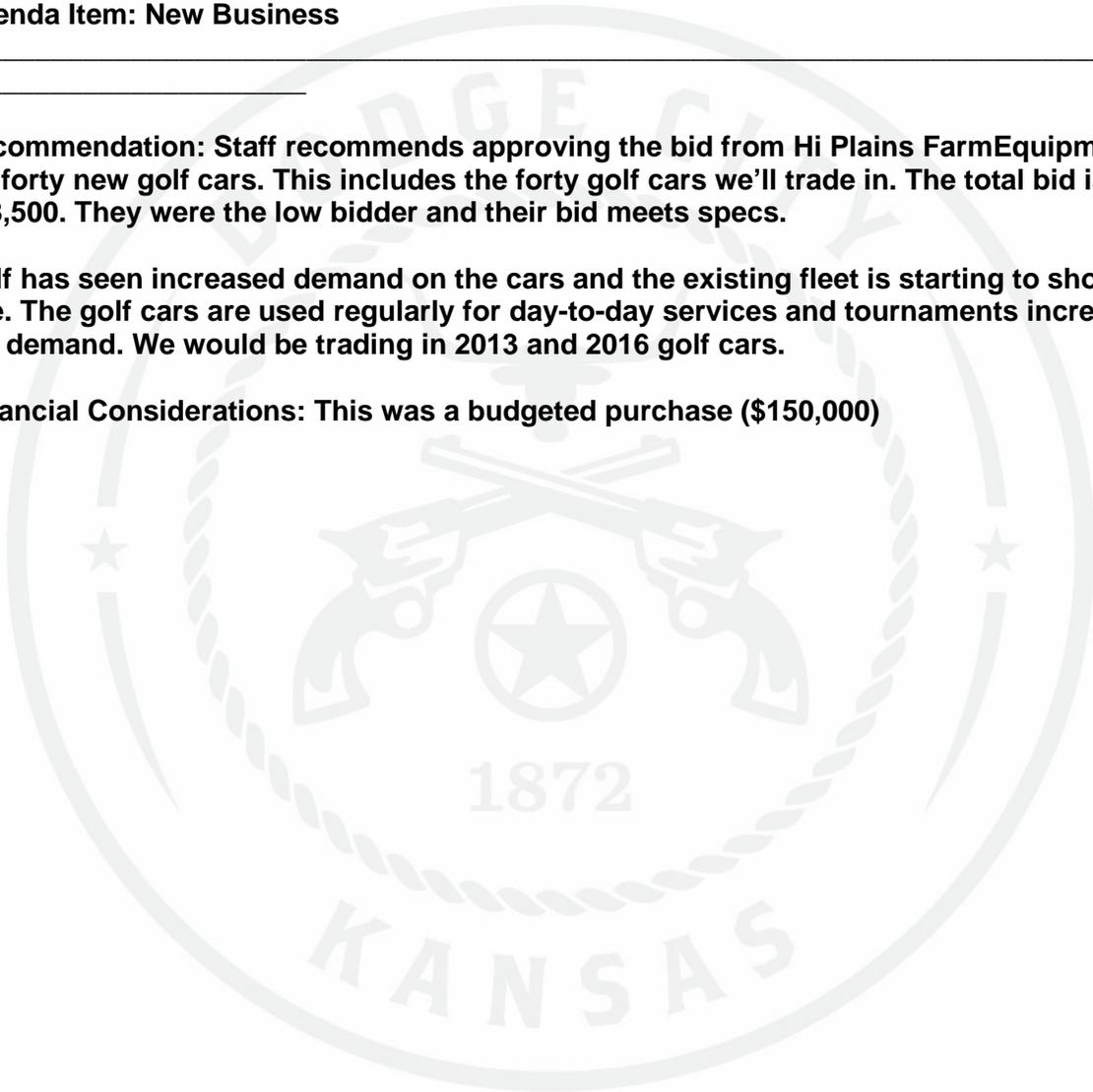
Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2023 03 29
Subject: New Golf Cars
Agenda Item: New Business

Recommendation: Staff recommends approving the bid from Hi Plains FarmEquipment for forty new golf cars. This includes the forty golf cars we'll trade in. The total bid is 108,500. They were the low bidder and their bid meets specs.

Golf has seen increased demand on the cars and the existing fleet is starting to show its age. The golf cars are used regularly for day-to-day services and tournaments increase the demand. We would be trading in 2013 and 2016 golf cars.

Financial Considerations: This was a budgeted purchase (\$150,000)



Bid Tab

Golf Cars

<u>Bidder</u>	<u>Quant</u> (no bid)	<u>Total \$</u> No bid	<u>Price w/Trade In</u> No bid	<u>Notes</u> No bid
Masek				
Hi Plains Farm	40	\$236,000.00	\$ 108,500.00	2024 Club Car Tempo
KGT	40	\$ 245,000.00	\$ 137,700.00	RXV Gas EF1
		<u>Act Price Per Car</u>	<u>Avg Per Car (Trade In Offer)</u>	
Hi Plains Farm	40	\$5,900.00	\$ 3,187.50	2024 Club Car Tempo
KGT	40	\$6,125.00	\$ 2,682.50	RXV Gas EF1



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: April 3, 2023
Subject: Asphalt Street Maintenance, ST 2302
Agenda Item: New Business

Purpose: The purpose of this project is to perform major maintenance to asphalt streets throughout the City. Maintenance activities with this project include asphalt mill & inlays, overlays, full depth patching and water main replacement. The street maintenance techniques proposed with this project are necessary to extend the service life and overall condition of the pavement.

Recommendation: Reject the bid from APAC Kansas Inc., Shears Division in the amount of \$1,634,288.90 to perform major maintenance on asphalt streets within the City. The Engineer's estimate for the project was \$1,194,856.75. As a result, the bid from APAC is 36.8% over the estimated project cost. City staff will reevaluate options and potentially extend quantities of the asphalt street reconstruction project.

Background: The best pavement management systems implement an assortment of maintenance techniques to optimize pavement conditions over the entire street network. Mill & inlay/overlays are the primary pavement maintenance methods applied to streets that need more than a surface seal and less than full depth reconstruction. Completion of these major asphalt maintenance projects will improve the overall condition of the City's asphalt street network by extending the service life of the streets included in the project.

City Commission Options:

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

Financial Considerations:

Amount \$: 1,634,288.90

Funds: Street Sales Tax

Budgeted Expense Grant Bonds Other

Legal Considerations: By rejecting this bid from APAC Kansas Inc., Shears Division there will be no legal considerations for the City.

Mission/Values: N/A

Attachments: Bid Tab.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2023 Asphalt Street Maintenance
 PROJECT #: ST 2302
 BID DATE: 03/28/23

CONTRACTOR:
 APAC Kansas Inc., Shears Division
 ADDRESS:
 11188 US56 Bypass
 CITY: Dodge City
 STATE: Kansas
 ZIP: 67801

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
STREET QUANTITIES					
1	Mobilization	L.S.	1	\$75,000.00	\$ 75,000.00
2	Pavement Excavation	S.Y.	1335	\$12.50	\$ 16,687.50
3	6" Fly- Ash Treated Sub-grade	S.Y.	1335	\$12.50	\$ 16,687.50
4	1.5" Asphalt Mill	S.Y.	21045	\$2.75	\$ 57,873.75
5	2" Asphalt Mill	S.Y.	11953	\$3.00	\$ 35,859.00
6	Full Depth Asphalt Patch	S.Y.	1624	\$62.50	\$ 101,500.00
7	4" HMA Base Course	Tons	304	\$120.00	\$ 36,480.00
8	2" HMA Surface Course	Tons	4343	\$120.00	\$ 521,160.00
9	Remove/Replace Curb & Gutter	L.F.	69	\$90.00	\$ 6,210.00
10	7" Concrete Pavement	S.Y.	16	\$100.00	\$ 1,600.00
11	Water Valve Adjustment	Each	4	\$850.00	\$ 3,400.00
12	4" Yellow Line (Epoxy)	L.F.	1254	\$3.50	\$ 4,389.00
13	4" White Line (Epoxy)	L.F.	220	\$3.00	\$ 660.00
14	6" White Line (Epoxy)	L.F.	100	\$5.00	\$ 500.00
15	24" Stop Bar (Epoxy)	L.F.	50	\$65.00	\$ 3,250.00
16	24" x 8 ft Crosswalk Bar (Epoxy)	Each	10	\$100.00	\$ 1,000.00
17	Left Turn Arrow	Each	4	\$450.00	\$ 1,800.00
18	Traffic Control	L.S.	1	\$25,000.00	\$ 25,000.00
BID ALTERNATE					
1	1" Asphalt Mill	S.Y.	2452	\$2.50	\$ 6,130.00
2	1.5" HMA Surface Course	Tons	210	\$120.00	\$ 25,200.00
WATER QUANTITIES					
1	Mobilization	L.S.	1	\$30,000.00	\$ 30,000.00
2	8" (PVC) Water Pipe	L.F.	1690	\$65.00	\$ 109,850.00
3	8" - 45° MJ Bend (DIP)	Each	2	\$1,000.00	\$ 2,000.00
4	8" - 22.5° MJ Bend (DIP)	Each	1	\$1,000.00	\$ 1,000.00
5	16" x 8" Tee (DIP)	Each	1	\$2,500.00	\$ 2,500.00
6	8" Gate Valve Assembly	Each	3	\$2,400.00	\$ 7,200.00
7	5 1/4" Fire Hydrant Assembly	Each	4	\$6,000.00	\$ 24,000.00
8	Blue Poly Service Connection (3/4")	Each	43	\$2,250.00	\$ 96,750.00
9	QC/QA Testing	L.S.	1	\$12,500.00	\$ 12,500.00

UNIT PRICE	CONTRACT AMOUNT
\$106,800.00	\$ 106,800.00
\$8.00	\$ 10,680.00
\$20.00	\$ 26,700.00
\$2.75	\$ 57,873.75
\$2.45	\$ 29,284.85
\$124.20	\$ 201,700.80
\$164.50	\$ 50,008.00
\$164.50	\$ 714,423.50
\$120.00	\$ 8,280.00
\$200.00	\$ 3,200.00
\$1,000.00	\$ 4,000.00
\$2.00	\$ 2,508.00
\$2.00	\$ 440.00
\$3.00	\$ 300.00
\$26.00	\$ 1,300.00
\$160.00	\$ 1,600.00
\$300.00	\$ 1,200.00
\$26,530.00	\$ 26,530.00
\$3.05	\$ 7,478.60
\$164.50	\$ 34,545.00
\$53,000.00	\$ 53,000.00
\$96.00	\$ 162,240.00
\$3,180.00	\$ 6,360.00
\$3,180.00	\$ 3,180.00
\$3,135.00	\$ 3,135.00
\$6,270.00	\$ 18,810.00
\$13,385.00	\$ 53,540.00
\$1,865.00	\$ 80,195.00
\$7,000.00	\$ 7,000.00

STREET - TOTAL \$ 909,056.75
 WATER - TOTAL \$ 285,800.00
 BASE GRAND TOTAL \$ 1,194,856.75
 GRAND TOTAL w/
 ALTERNATE \$ 1,226,186.75

STREET - TOTAL \$ 1,246,828.90
 WATER - TOTAL \$ 387,460.00
 BASE GRAND TOTAL \$ 1,634,288.90
 GRAND TOTAL w/
 ALTERNATE \$ 1,676,312.50

BID SECURITY 5%
 START DATE 9/1/2023



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: April 3, 2023
Subject: Approval of Bid for Asphalt Street Chip Sealing, ST 2303
Agenda Item: New Business

Purpose: The purpose of this project is to apply chip sealant to asphalt streets as a preventative maintenance measure. Chip sealing is a low-cost maintenance technique that helps extend the service life of asphalt streets. This project will concentrate on maintenance zone #5 (see attached map).

Recommendation: Approve the bid from Circle C Paving and Construction, LLC to apply chip seal to 151,500 square yards (≈9 miles of City streets) of asphalt for \$450,000. The two other bidders on the project proposed to use chip rock material that did not meet specifications.

Background: This project will perform preventative maintenance on most asphalt streets in maintenance zone #5. This maintenance consists of applying a layer of emulsified asphalt material, which will fill minor surface distresses, followed by a layer of rock chips which seals off the asphalt surface and helps prevent water from percolating through cracks. This application will smooth out minor surface deformities and provide a new wearing surface to the pavement as well. Maintenance zone #5 can be seen in the attached map and has already received an application of mastic crack sealant. Public works is working to complete utility patching and pothole repairs in this zone prior to the chip seal application. Asphalt streets in zone #5 that have planned reconstruction or major maintenance in the next few years will not receive chip sealing.

City Commission Options:

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

Financial Considerations:

Amount \$: 450,000.00

Funds: Street Sales Tax Fund

Budgeted Expense Grant Bonds Other

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

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab & asphalt maintenance zone map.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2023 Asphalt Street Chip Sealing
 PROJECT #: ST 2303
 BID DATE: 03/14/23

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	"Shot Rock" Sealing - CRS-1HP	S.Y.	176,471	\$2.55	\$ 450,000.00

TOTAL **176,471** SY

CONTRACTOR: Circle C Paving	
ADDRESS: P.O. Box 361	
CITY:	Goddard
STATE:	Kansas
ZIP:	67052
QTY	CONTRACT AMOUNT
151,500	\$ 450,000.00

TOTAL **151,500** SY

BID SECURITY 5%
 START DATE 9/5/2023

CONTRACTOR: APAC-Kansas, Inc.	
ADDRESS: 302 Peyton St.	
CITY:	Emporia
STATE:	Kansas
ZIP:	66801
DOES NOT MEET SPECIFICATIONS	
QTY	CONTRACT AMOUNT
155,170	\$ 450,000.00

TOTAL **155,170** SY

BID SECURITY 5%
 START DATE 7/31/2023

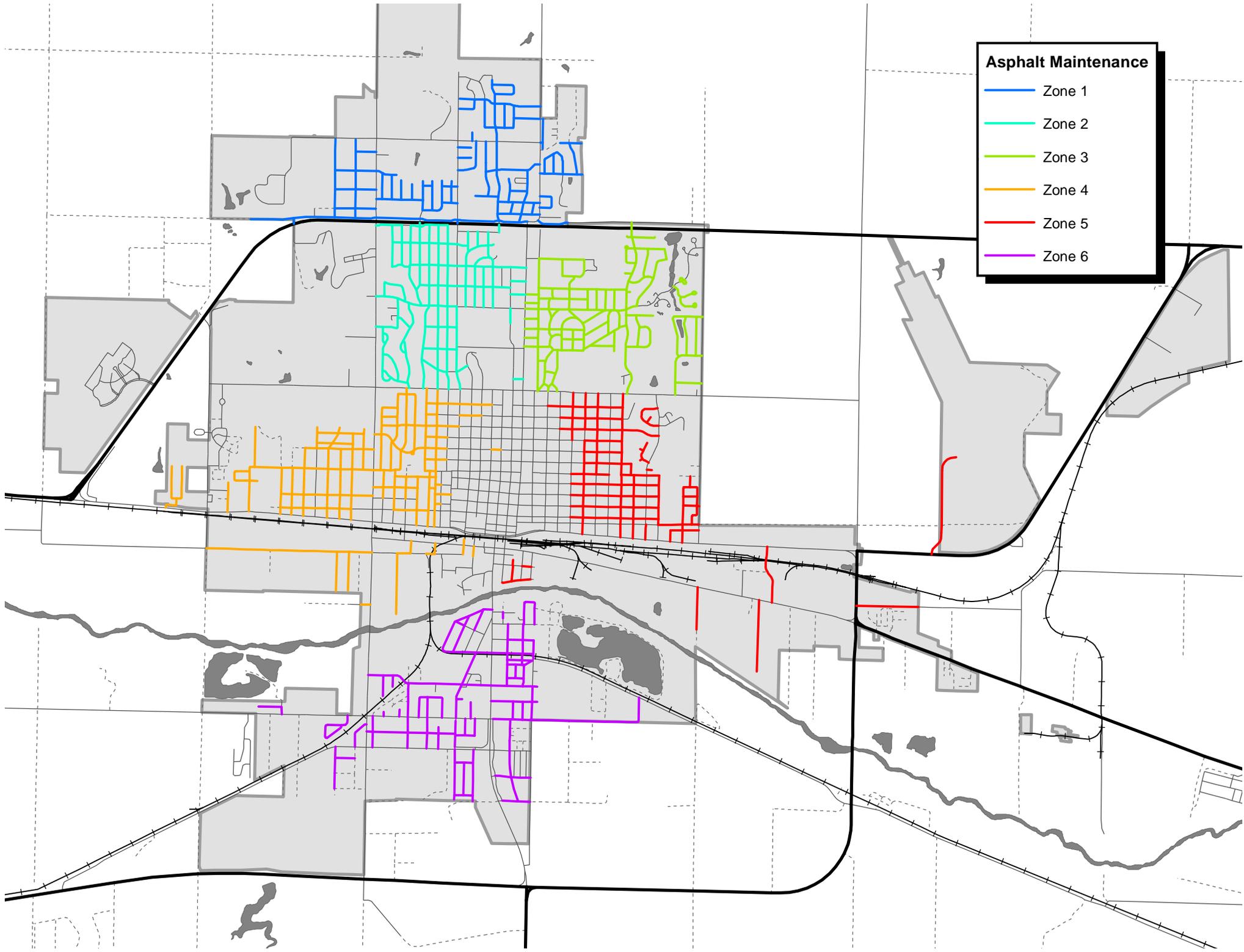
CONTRACTOR: Heft & Sons, LLC	
ADDRESS: P.O. Box 200	
CITY:	Greensburg
STATE:	Kansas
ZIP:	67054
DOES NOT MEET SPECIFICATIONS	
QTY	CONTRACT AMOUNT
165,000	\$ 450,000.00

TOTAL **165,000** SY

BID SECURITY 5%
 START DATE 9/1/2023

Asphalt Maintenance

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6





Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Daniel Cecil, Parks and Facilities Director

Date: April 3, 2023

Subject: Wright Park Master Plan Approval

Agenda Item: New Business

Recommendation: The Parks and Facilities Advisory Board along with City Staff and Administration recommend approval of the Wright Park Master Plan contract from LK Architecture, Inc. in the amount of \$117,800.

Purpose: Dodge City's main community park, Wright Park, is in need of updating and modernization to continue to be a hub for social, recreational, and outdoor offerings for our citizens and visitors. The Master Plan will provide a road map to develop the park. Community engagement will be an important component of the Master Plan process to better understand the public's expectations for the park. This process will also develop assessments, site analysis, surveys, design, and action plans as well as cost estimates for future improvements.

Background: In January, a Request for Proposals (RFP) was made public to find a firm to help create the Master Plan needed to make Wright Park a continued destination into the future. Five firms submitted RFPs for review and three firms were interviewed. The selection committee was made up of representatives from the Parks and Recreation Advisory Board and City staff.

Justification: LK Architecture, Inc. is recommended as the firm to develop the master plan and provide an opportunity to tie in Wright Park with the Downtown Streetscape project and potentially with the Wright Park Zoo project. In addition, with the recent expansion at Boot Hill Museum and Long Branch Lagoon, LK's proposal presented an opportunity for the Wright Park design to flow seamlessly with other key attractions in the core of Dodge City.

LK also presented robust options for public engagement through in person and online surveys, the ability to create a park program that allows the City to maximize our opportunities in the park. They also have experience with

historical buildings and structures. This Master Plan would be completed by the end of December 2023.

Financial Considerations: With assessments, site analysis, surveys, design and action plans, the total cost for the project is \$117,800. There is \$65,000 budgeted in the Capital Improvement Program for the implementation of the Wright Park Master Plan and the rest of the funding would be covered through the Growth and Development Fund.

Purpose/Mission: This project aligns with the City's core value of ongoing improvement in our community and in our park system.

Legal Considerations: City Legal staff have reviewed the contract with LK Architecture, Inc. and agree with the contract details.

Attachments: Consulting Service Agreement

AIA[®] Document B102[®] – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the 23rd day of March in the year 2023
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

City of Dodge City
806 N. 2nd Ave.
Dodge City, KS 67801

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

LK Architecture, Inc.
345 Riverview, Suite 200
Wichita, KS 67203

for the following (hereinafter referred to as "the Project"):
(Insert information related to types of services, location, facilities, or other descriptive information as appropriate.)

Wright Park Master Plan
Dodge City, KS

The Owner and Architect agree as follows.

The City of Dodge City and LK Architecture, Inc., agree to enter into a contract for services outlined in the response to the City's Request for Proposals (RFP) for services related to development of a master plan for Wright Park in Dodge City, KS.

LK Architecture, Inc., agrees to provide services to satisfy the project objectives and outlined scope of work unless otherwise noted. LK Architecture, Inc., shall complete this scope of services by December 31, 2023, unless a project schedule extension is agreed upon by both parties.

The City of Dodge City shall make all existing site information and data available to LK Architecture, Inc., and its subconsultants for use on this project. The City shall also make available use of its social media and website to promote public participation in surveys and public information related to the project. Additionally, the City shall make staff available for ongoing project meetings and to assist with public engagement process.

TABLE OF ARTICLES

1	ARCHITECT'S RESPONSIBILITIES
2	OWNER'S RESPONSIBILITIES
3	COPYRIGHTS AND LICENSES
4	CLAIMS AND DISPUTES
5	TERMINATION OR SUSPENSION
6	COMPENSATION
7	MISCELLANEOUS PROVISIONS
8	SPECIAL TERMS AND CONDITIONS
9	SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S RESPONSIBILITIES

§ 1.1 The Architect shall provide the following professional services:

(Describe the scope of the Architect's services or identify an exhibit or scope of services document setting forth the Architect's services and incorporated into this document in Section 9.2.)

See attached Exhibit "A".

§ 1.1.1 The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 1.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.3 The Architect identifies the following representative authorized to act on behalf of the Architect with respect to the Project.

(List name, address, and other contact information.)

Jeffrey A. Best, PLA

Director of Landscape Architecture

LK Architecture, Inc.

345 Riverview, Suite 200

Wichita, KS 67203

jbest@lk-architecture.com

§ 1.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 1.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 6.2.3.

§ 1.5.1 Commercial General Liability with policy limits of not less than (\$) for each occurrence and (\$) in the aggregate for bodily injury and property damage. See Attached Exhibit "C".

§ 1.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than (\$) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage. See attached Exhibit "C".

§ 1.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 1.5.1 and 1.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 1.5.4 Workers' Compensation at statutory limits.

§ 1.5.5 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit. See attached Exhibit "C"

§ 1.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than (\$) per claim and (\$) in the aggregate. See attached Exhibit "C".

§ 1.5.7 **Additional Insured Obligations.** If requested by the Owner, to the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 1.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 1.5.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 2.2 The Owner identifies the following representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

(List name, address, and other contact information.)

Daniel Cecil
Director of Parks & Facilities
City of Dodge City
806 N. 2nd Ave.
Dodge City, KS 67801

§ 2.3 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 2.5 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 2.6 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 3.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 3.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for the purposes of evaluating, constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 5 and Article 6. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 5.4, the license granted in this Section 3.3 shall terminate.

§ 3.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 3.3.1. The terms of this Section 3.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 5.4.

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 3.5 Except as otherwise stated in Section 3.3, the provisions of this Article 3 shall survive the termination of this Agreement.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 General

§ 4.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.2 Mediation

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

§ 4.3 Arbitration

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim,

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dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 Consolidation or Joinder

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

§ 4.4 The provisions of this Article 4 shall survive the termination of this Agreement.

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 5.6 If the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall compensate the Architect for services performed prior to

termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 5.7 In addition to any amounts paid under Section 5.6, if the Owner terminates this Agreement for its convenience pursuant to Section 5.5, or the Architect terminates this Agreement pursuant to Section 5.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

\$0.00

.2 Licensing Fee, if the Owner intends to continue using the Architect's Instruments of Service:

\$0.00

§ 5.8 Except as otherwise expressly provided herein, this Agreement shall terminate
(Check the appropriate box.)

One year from the date of commencement of the Architect's services

One year from the date of Substantial Completion

Other

(Insert another termination date or refer to a termination provision in an attached document or scope of service.)

Three (3) years from date of commencement of the Architect's services.

If the Owner and Architect do not select a termination date, this Agreement shall terminate one year from the date of commencement of the Architect's services.

§ 5.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 3 and Section 5.7.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate the Architect as set forth below for services described in Section 1.1, or in the attached exhibit or scope document incorporated into this Agreement in Section 9.2.

(Insert amount of, or basis for, compensation or indicate the exhibit or scope document in which compensation is provided for.)

Lump Sum One Hundred Seventeen Thousand Eight Hundred and No/100 Dollars (\$117,800.00). See attached Exhibit "B".

§ 6.2 Compensation for Reimbursable Expenses

§ 6.2.1 Reimbursable Expenses are in addition to compensation set forth in Section 6.1 and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

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- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and
- .12 Other similar Project-related expenditures.

§ 6.2.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Zero percent (0%) of the expenses incurred.

§ 6.2.3 **Architect's Insurance.** If the types and limits of coverage required in Section 1.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 1.5, and for which the Owner shall reimburse the Architect.)

§ 6.3 Payments to the Architect

§ 6.3.1 Initial Payments

§ 6.3.1.1 An initial payment of Zero (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 6.3.2 Progress Payments

§ 6.3.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid Ninety (90) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

1 1/2 % Monthly

§ 6.3.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 6.3.2.3 Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 4.3.

§ 7.2 Except as separately defined herein, terms in this Agreement shall have the same meaning as those in AIA Document A201™-2017, General Conditions of the Contract for Construction.

§ 7.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 7.4 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.4.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.5 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 7.6 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 Owner or Architect.

§ 7.7 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 7.8 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 7.8 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 5.4.

§ 7.9 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 7.9.1. This Section 7.9 shall survive the termination of this Agreement.

§ 7.9.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 7.9.

§ 7.10 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

8.1 Supplemental and Additional Services

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User Notes:

(1147953509)

Supplemental Services are not included in the Basic Services agreement but may be required or added to the project. The Architect may provide Supplemental Services and the Owner shall compensate the Architect for those services based on an agreed upon sum related to a scope of services. Supplemental Services may include final design and construction documents (bid documents) related to any improvements in the Master Plan. These may include, but are not limited to, architectural and engineering services necessary to produce plans intended for construction.

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Upon recognizing the need to perform Additional Services, the Architect shall notify the Owner. The Architect shall not provide the Additional Services until the Architect receives the Owner's written authorization.

8.2 Limitation of Liability. The total liability of the Architect to the Owner under this Agreement for any and all injuries, claims, losses, expenses, or damages arising from the acts, errors or omissions of the Architect or the Architect's consultants or anyone else for whom the Architect is responsible for under this Agreement shall not exceed the proceeds from the E&O insurance as described in attached Exhibit "C".

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 9.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B102™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203–2013 incorporated into this Agreement.)

- .3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204–2017 incorporated into this Agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement.)

Exhibit "A" – Scope of Services
Exhibit "B" – Professional Fees & Schedule
Exhibit "C" – Certificate of Liability Insurance

- .4 Other documents:
(List other documents, including the Architect's scope of services document, hereby incorporated into the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)



ARCHITECT (Signature)

Jeffrey A. Best, PLA, Assoc. Vice President, Director
of Landscape Architecture

(Printed name, title, and license number, if required)

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EXHIBIT "A"

Scope of Services

Task 1 – Community Needs Assessment

Lead the organization, promotion, and facilitation of a community-wide needs assessment.

Public Participation

A cornerstone of the master planning process is a robust public input process. To ensure that this is achieved, the team proposes the following:

Development of an online survey

Working closely with the city, develop an online survey that asks residents their opinion on the future of Wright Park. B*K will use previous project surveys to develop a unique instrument specific to the city's needs. The survey will be administered using the online platform SurveyMonkey. B*K will work closely with the city to ensure the survey is distributed to the community using multiple media outlets and will include Spanish as well as English.

On-Site Communication

The project team will be in Dodge City for four days. During that time the team will complete the following:

- Focus Group – The project team will work with the City to develop a list of individuals and groups to interview. Focus group meetings are typically an hour in length.
- Stakeholder Meetings – The project team will conduct a series of stakeholder meetings. The most important of the stakeholder meetings will be a two-hour session with staff to solicit their thoughts on a new Wright Park.
- Individual Meetings – Based on the City's interest and/or needs, one-on-one meetings can be conducted. These are typically reserved for elected officials and/or potential donors to the facility.
- Open House- During the four days on site, the project team will conduct an open house to facilitate additional feedback from residents. The project team will work with the City to promote this opportunity.

Needs & Demographic Assessment

- Evaluate the demographics of the community and surrounding area to include median age, median income, household budget expenses, age distribution, race and ethnicity.
- Develop participation figures for outdoor activities that could take place at Wright Park and overlay onto the demographic profile of the community to determine market for services.
- Provide trends data on the same outdoor activities that are identified for participation statistics.

EXHIBIT "A"

Page 2

Task 2 – Site Analysis / Evaluation

Inventory

- Identify and inventory all existing public utility infrastructure.
- Observe and document condition of all existing park structures
- Site topographic survey

Evaluation / Analysis

- Evaluate the condition of all existing public utilities for condition, usefulness and expected lifespan. This evaluation will utilize research of city documents to identify age and material. Visual inspection to be completed on all exposed utilities, manholes, etc. This evaluation does not include pot holing or camera inspections. These services can be added to the project scope if determined necessary.
- Evaluate existing park structures and facilities for usefulness, accessibility, aesthetics, safety, required maintenance, and adaptability.
- SWOT (strengths, weaknesses, opportunities, threats) Analysis of the overall park.

Task 3 – Master Planning / Park Design

Schematic / Conceptual Design

- Develop up to three (3) concepts for park development based on information gathered from the Needs Assessment and Site Analysis. These concepts will be completed using plan graphics and example imagery to convey potential solutions.
- Review concepts with staff, stakeholders and the public through an open house event. The open house will be an opportunity for the public to "vote" on specific plan elements and overall site concepts.

Final Master Plan

- Develop a final park master plan in response to community feedback, staff recommendations and financial feasibility.
- Recommendations for alterations, additions or removal of existing park structures and facilities.
- Recommendations for utility, infrastructure, and traffic calming.
- Develop a logical phasing plan to guide future improvements.
- maintenance & operational review allowing for determination of impacts when developing the implementation plan and would include:
 - Staffing Levels (full-time and part time)
 - Contractual Services
 - Maintenance Schedule
 - Preventative Maintenance
 - Projected maintenance and staffing needs

EXHIBIT "A"

Page 3

Task 4 – Five-Year Action Plan

The project team will develop an implementation plan for the project based on the data collected through the study process, leaning heavily on the public engagement feedback. The action plan will provide multiple avenues for the City to implement improvements and outline the impact of the current operations with the various steps identified.

The action plan will be completed in a user-friendly format which can be utilized as a “living document”. This will include an overall project spreadsheet which will include each improvement project with priority determination, projected cost and funding source.

Final Deliverable

The team will deliver reports for each individually identified tasks above to the City for their review during the overall process. Each will include all pertinent information, data, survey results, photographs, etc. utilized during each phase of work. At the conclusion of the project, each of these reports will be combined into a single, master plan documents for the City.

Proposed Project Schedule

March – April 2023

- Contracts
- Steering Committee Formation
- Develop Public Outreach Plan (Task 1)
- Site Analysis and Evaluations (Task 2)
- Site Survey

May – June 2023

- Public Engagement (Task 1)
 - Online Survey, On-Site Engagements, Public Open House
- Needs & Demographic Assessment (Task 1)
- Recommendations for Existing Facility/Infrastructure Repair (Task 2)
- Preliminary Concept Plan Development (Task 3)

July – September 2023

- Finalize Park Program (Task 3)
- Develop Schematic Master Plan (Task 3)
- Public Input on Master Plan Options (Task 3)
- Update Program Based on Public Feedback (Task 3)

October – December 2023

- Finalize Master Plan Program & Design (Task 3)
- Develop 5-year Implementation Plan & Priorities
- Cost Estimates
- Final Public Presentation
- Final Document

EXHIBIT "B"

Professional Fees & Schedule

We have included a detailed explanation of fees related to task below to be transparent with our costs to ensure that each scope item is accounted for. This is intended to be informational, and we would anticipate modifying our scope items and fees based on further conversations with staff regarding the specifics of the project.

Task 1 – Community Needs Assessment	
Needs Assessment	\$17,500.00
Task 2 – Site Analysis / Evaluation	
Utility Inventory	\$9,800.00
Structures/Facility Inventory	\$7,500.00
Site Topographic Survey	\$13,000.00
Sub-Total	\$30,300.00
Task 3 – Master Planning / Park Design	
Schematic Design	\$17,500.00
Final Park Plan Recommendations	\$12,000.00
Utility Recommendations	\$5,300.00
Traffic Calming Recommendations	\$4,700.00
Maintenance & Operational Review	\$7,500.00
Sub-Total	\$47,000.00
Task 4 – Five-Year Action Plan	
5-Year Action Plan	\$10,000.00
Final Deliverable	
Final Master Plan Report	\$6,000.00
Reimbursable Expenses	\$7,000.00
Total Fee:	\$117,800.00

Exclusions

The following are specific exclusions to this proposal. If any of the following become necessary throughout the project, LK will coordinate directly with the City to determine the appropriate scope and associated fees.

- Final Construction (bidding) Design/Documents
- Hydrology/Hydraulic Analysis & Reports
- Soils Investigations/reports
- Environmental Investigations/reports
- Permitting
- Boundary Surveys

EXHIBIT "B"

Page 2

Billing and Additional Work

Invoices will be submitted monthly in proportion to the percent complete of the project. For services outside the scope of this agreement, work will be performed on hourly rate or a mutually agreed upon lump sum. Services outside the scope of the contract shall be authorized by the Owner in writing prior to beginning any work. Invoices shall be broken into separate phases as described above.

Reimbursable Expenses

Reimbursable expenses are defined as the direct expense incurred in connection with preparation of the construction documents. Reimbursable expenses shall include, but are not limited to the following:

- Overnight and express mailing
- Transportation expenses and lodging
- Printing, plotting and reproductions for documents

The identified reimbursable expense fee includes three trips to Dodge City for Ballard King and four trips for LK Architecture.



Memorandum

To: City Commission
From: Nick Hernandez, City Manager
Date: April 3, 2023
Subject: Dodge City Legislative Policy 2023
Agenda Item: New Business

Recommendation: Staff recommends approval of the 2023 State/Federal Legislative Policy for the City of Dodge City.

Background: City staff has been actively working on defining the City of Dodge City 2023 legislative policy that will be submitted to our state legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition or the League of Kansas Municipalities legislative policy.

Justification: The legislative policy is a communication tool that enables our legislators to understand our position on issues that might come up during the legislative session. The City also generally supports the provisions of the State of Municipal Policy of the League of Kansas Municipalities.

Financial Considerations: None

Purpose/Mission: 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: 2023 State/Federal Legislative Policy



PO Box 880 ● Dodge City KS 67801 ● Phone: (620) 225-8100 ● Fax: (620) 225-8144

2023 Legislative Policy

SUMMARY POSITION

This policy statement presents general state legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2023 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2023 session.

FEDERAL

FEMA

Although FEMA has revised its mapping strategies, it still discounts the protection that existing structures provide. For Dodge City, this happens when an existing structure is structurally sound but since design standards have changed, a sound structure is now considered useless. It still adds previously unmapped flood areas into a classification of “Undetermined Flooding”. No one knows the affect this will have on the citizens living in or development in this newly classified area. Also, the “one fit” approach does not work. Attention needs to be given to local conditions to determine the “best fit” for the area.

If accreditation is still necessary, Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The “approximation method” was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government.

Dodge City supports legislation that would extend the accreditation time period. This would allow cities to responsibly budget and prepare for the financing necessary to meet the required improvements to the levy system.

IMMIGRATION

Immigrant labor is vital to the Dodge City economy. Concurrently, Dodge City believes in legal immigration. Therefore, Dodge City believes the United States Congress should approach the immigration issue in a sensible way. For Dodge City, a sensible approach is an approach built on an essential foundation including the following:

- 1) All immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants.
- 2) A recognition that immigrants living in Dodge City require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency.
- 3) It is critical that United States Citizenship and Immigration Services provide local governments the ability to offer biometric services for applicants to reduce travel expenses as well as lost work and school time.
- 4) Recognition that Dodge City requires additional resources to integrate immigrants into the community; and
- 5) Dodge City supports a path to citizenship which is vital for immigrants who are of good moral character and ready to become fully integrated in our communities.

The City of Dodge City requests that the United States Citizenship and Immigration Services (USCIS) give serious consideration to opening a field office in Southwest Kansas where services are desperately needed. To help address this issue in the meantime, we request an increase in frequency of USCIS mobile services in Dodge City and Southwest Kansas as follows:

- Increased frequency of mobile service visits from 3 times a year, to every other month (minimum).
- Provide full services (biometrics, interviews, etc.) during each visit.
- Dodge City will continue to provide support staff, designated space (rent-free), and technology.
- Increased frequency of naturalization ceremonies.

In addition, the City of Dodge City strongly believes that the United States Congress should engage to deliver bipartisan legislation that provides a permanent solution for recipients of the Deferred Action for Childhood Arrivals (DACA) program. Such legislation should include a pathway to citizenship within a reasonable time frame.

TRANSPORTATION

AIR: The Essential Air Service (EAS) program is critical to providing the region with access to multiple major international airports. Dodge City encourages continued federal funding for passenger air service to Dodge City.

Dodge City supports SkyWest Charters LLC in obtaining the full regulatory authority needed to operate under Part 380 on-demand/charter service. By obtaining full regulatory authority under Part 380 regulation, this will ensure Dodge City, as well as Liberal, Hays, and Salina, have quality jet service to meet the increasing demands for air transportation in all of Kansas. This will also ensure that no community will have to accept a service of less than 12- round trip flights per week, which would reduce enplanement counts in each of the four communities.

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of airport improvements. Dodge City supports continued and uninterrupted funding of Federal Aviation Administration and Airport Improvement Projects for airports.

Items for Consideration in the FAA Reauthorization Bill 2023

Increase the authorized funding levels to a minimum of \$4 billion annually. Modernize GA entitlements by providing increased funding levels to airports with more activity (\$1 million for national airports, \$500,000 for commercial-service non-primary airports, \$500,000 for regional airports, \$250,000 for local airports, \$150,000 for basic airports, and \$0 for unclassified airports.) The proposed formula change is contingent upon AIP funding of at least \$4 billion annually.

Require the FAA to distribute AIP funding as quickly as possible and with as much flexibility as possible, in part by allowing airports to report on their usage of the funds for eligible activities, rather than directing airports on the agency's preferred use of the funds.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also for the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving cross-country rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one important way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Amtrak passenger rail service. Dodge City believes Amtrak should continue to be adequately funded at the federal level to provide daily service and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak, and BNSF.

HOUSING

The City strongly supports the prevention of disproportionate cuts to rural development programs. Such cuts affect rural housing which is vital to the continued prosperity of the economy in rural communities. Prevent changes to qualification standards currently in place for USDA Rural Development programs.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

RENEWABLE ENERGY

The City strongly supports renewable energy alternatives and the biogas industry. Dodge City believes that developing a viable biogas, solar and wind energy industry in the United States and the State of Kansas can boost the economy and provide a reliable, sustainable, distributed source of renewable energy while reducing greenhouse gas emissions. Communities and private organizations around the nation are utilizing renewable energy alternatives not only to diversify energy supply and reduce dependence on imported fuels, but also to improve profitability for operations through energy and co-product sales, nutrient recovery and avoided energy costs.

Dodge City encourages continued support for RINS (renewable identification numbers), which provide an important incentive to producing renewable natural gas and promote financial opportunities to move forward in developing a robust biogas industry. The City suggest that no changes be made to the Renewable Fuel Standard program and that the Environmental Protection Agency does not lower the targets for cellulosic biofuels from the current statutory targets.

RAILROAD QUIET ZONES

We urge Congress to reexamine the Train Horn Rule with the Federal Railroad Administration. Rules for implementing quiet zones should be less burdensome and allow for differences in community circumstances while continuing to protect public safety. We also request Congress provide federal funds for the purpose of establishing quiet zones and consider new technology which may enhance the safety of quiet zones while minimizing or eliminating train horn noise.

STATE

HOME RULE

HOME RULE: Dodge City strongly supports the constitutional home rule authority of Kansas cities. Consistent with the Home Rule Amendment of the Kansas Constitution **approved by voters in 1960**, Dodge City supports the ability of local elected officials to make decisions for their communities, particularly local tax, and revenue decisions. Self-governance by locally elected officials must be preserved to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

ANNEXATION: The ability of Dodge City to grow is inherent to the ultimate success of

annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 and 2015. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, Dodge City would strongly oppose any further change which would limit the authority of Dodge City to grow through annexation.

EMINENT DOMAIN: Eminent domain is a fundamental municipal necessity. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

PUBLIC PROPERTY & RIGHTS-OF-WAY: Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

CITY ELECTIONS: Dodge City strongly believes that City Elections should remain non-partisan and separate from state and national elections.

GOVERNMENTAL ETHICS

KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT (KORA): Dodge City supports all levels of government being subject to the same open meeting requirements which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

PUBLIC EMPLOYEES

City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies to attract and maintain a high-quality public workforce.

KPERS/KP&F: Dodge City accepts the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the impact on cities' ability to hire and retain qualified public employees.

LAW ENFORCEMENT OFFICERS: Dodge City believes that employment persons with lawful employment status should be allowed to serve as law enforcement officers in Kansas. The City strongly encourages the state legislature to amend statute (KSA 74-5605 (b) (1) that requires citizenship for law enforcement officers. The City asks to consider aligning with U.S. Military

requirements in the Military Accessions Vital to the National Interest (MAVNI) program. We believe that this amendment will expand the pool of law enforcement candidates and increase diversity across Police Departments in Kansas communities who are struggling with recruitment.

MUNICIPAL FINANCE:

KANSAS TAX SYSTEM: Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. Any changes to the Kansas Tax System must avoid shifting additional financial burdens to local governments.

Additionally, Dodge City realizes that there is a large reliance on property taxes to fund local and state government. All property taxing authorities should be equally transparent, and should abide by the same limitations, restrictions, and requirements. Any additional transparency measures should not be burdensome or costly.

PROPERTY TAX EXEMPTIONS: Dodge City believes that the existing property tax base should be protected and therefore encourages the Kansas Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions to determine whether the exemptions are still appropriate or should be repealed.

REVENUE SHARING: The Kansas Legislature should reinstate existing revenue sharing programs. In the event that the State is unable to fully fund said programs, the Kansas Legislature should authorize cities to impose alternative revenue sources in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

TAX/SPENDING LID: Dodge City believes that local spending and taxing decisions are best left to the local officials representing the citizens that elected them. We strongly oppose any state-imposed limits on the taxing and spending authority of cities.

UNFUNDED MANDATES: Dodge City opposes unfunded mandates. If the State seeks to promote policy objectives, such mandates should be accompanied by an appropriate level of funding.

INTERNET SALES TAX

The collection of sales and use tax should not preempt state and local sales and use tax authority. Should federal legislation allow for the State imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project. Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions regarding restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments. The City of Dodge City opposes the removal of sales tax exemptions for Kansas Municipalities.

COMMUNITY DEVELOPMENT

ECONOMIC DEVELOPMENT: Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities. Dodge City is neither, based on the region's micropolitan statistical area (μSA) geographical designation. Therefore, Dodge City is too big for rural-oriented programs and too small for urban-oriented programs. Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

HISTORIC PRESERVATION: The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

ZONING: Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected officials when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.

STAR BONDS: Dodge City supports the ability of cities to utilize STAR bonds to promote economic development in their communities.

CHILDCARE: The current childcare system is failing both families and communities across Kansas. The supply of childcare has been on the decline for years, disproportionately affecting certain families, including those who work nontraditional hours; live in rural communities; have an infant or toddler, or child with special needs; or are immigrants. The City supports creating a regulatory environment that supports rather than impedes the creation of more childcare facilities. In addition, to adapting the regulatory environment, the City supports additional funding to those facilities attempting to meet the requirements and close the gap on children without childcare. This issue impacts economic development, employers, and the future of our region.

BROADBAND: Access to reliable broadband service is increasingly important to the economic health of Kansas cities. We support the establishment of the Broadband Deployment Grant to facilitate broadband expansion in Kansas. Guidance for the grant program and broadband related statutes must recognize the important role of local governments play in such expansion and not remove important planning and right of way authority from local governments.

GAMBLING

By law, two percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund which is designed to treat problem gamers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the effectiveness of education and prevention efforts.

The Problem Gambling Fund must be protected for the purpose it is intended and must be allocated throughout the State with an emphasis on the gaming zones where people are at a greater risk to develop issues with problem gambling.

The State of Kansas should avoid legislation which would negatively affect existing gaming facilities and the communities which have dedicated public funds for infrastructure and growth related to such facilities.

HOUSING

The State of Kansas has provided many useful tools for communities to utilize incentives where gaps between construction rates and market rates prohibit development without incentives. The retention of these programs is critical to Dodge City as is the simplification of the processes required to make utilization timely and less complicated.

Dodge City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State of Kansas to continue providing MIH funding and expand its financial commitment to this very important housing program.

The retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization Program that are currently permitted by statute in qualifying communities is vital to Dodge City.

The Kansas Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

TRANSPORTATION

TRANSPORTATION: Passenger rail, freight rail, commercial aviation, general aviation, and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Southwest Kansas.

HIGHWAY: Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

RAIL: Preserving long distance rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes but is not limited to Amtrak passenger rail service. Dodge

City believes Amtrak should continue to be adequately funded and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak, and BNSF.

IMMIGRATION

Immigrant labor is vital to Dodge City's economy and continued growth and development. In correlation with this issue and due to the increased number of safety and transportation risks with uninsured drivers, Dodge City supports an initiative for limited and restricted driver's license. The City also supports current legislation that gives in-state tuition to undocumented students at Kansas colleges and universities.

EDUCATION

EDUCATION: An adequate and stable workforce is essential to maintaining and growing the economy of Dodge City and Southwest Kansas. Therefore, Dodge City believes in establishing educational opportunities for local and regional residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, Dodge City wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, as well as post-secondary and graduate programs. Additionally, Dodge City supports adequate funding for all Kansas Board of Regents institutions.

Southwest Kansas is the only quadrant of the state without a four-year public university. In order to bridge this gap and to provide a stronger higher education presence in our region, a University Center has been established to offer bachelor and masters level programs to meet the demands of the workforce with an initial focus on healthcare services. Students will obtain their first two years of education and their associate degree through one of the regions' community colleges and then have the opportunity to finish their bachelor or advanced degree through the University Center. Headquartered in Dodge City, students across the region will have access to programs through a blended mix class format with some face-to-face classroom time in addition to web-based offerings. The opportunity to "Grow Our Own" is extremely critical to the long-term success of our regional workforce and the state of Kansas.

MEDICAID

Medical providers are challenged in meeting their communities' needs. We support the expansion of Medicaid/KanCare through receipt of the state budget neutral money therefore allowing such entities the ability to support critical services for their citizens.

MENTAL HEALTH

The need for mental health services continues to be significant throughout Dodge City and Southwest Kansas. Therefore, Dodge City supports increased funding for mental health programs including funding for community mental health centers and additional bed space for patients with mental health needs. Furthermore, additional training and support services for first responders is key to addressing these challenges on a local level to better support those on the front lines of the crisis.

WATER

WATER: Dodge City is dedicated to a thoughtful water policy that enables Dodge City to safely and effectively meet water needs while also protecting resources. Dodge City believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next fifty years. Dodge City also strongly encourages the development of new and sustainable water supplies.

The expanded use of reclaimed or re-use water is one way that communities/cities can meet the future demands for water. The use of this water for non-potable uses needs to be considered. A couple of examples are: 1) expanding the use of re-use water for irrigation of private property; 2) use in construction projects; or 3) use in Managed Aquifer Recharged (MAR), Aquifer Recharge (AR), or Aquifer Storage and Recovery (ASR) project.

To provide for the future growth of a community, cities must be diligent in purchasing water rights; however, in the past, water rights were ‘tied together’ and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, municipalities should not have a reduction when converting water rights.

Dodge City supports legislation to allow municipalities the ability to “untie” currently owned water rights and reduce or eliminate the conversion of water rights from agriculture to municipal.

The City generally supports state legislative initiatives which would improve the quality of life for our citizens and enhance the effectiveness of local governments consistent with Home Rule. The City generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.



Memorandum

To: City Commissioners
From: Nick Hernandez, City Commissioners
Date: April 3, 2023
Subject: Approval of 60 Foot Articulating Boom Lift
Agenda Item: New Business

Recommendation: Staff recommends the approval of the 2013 JLG 600AJ 60 Foot Articulating Boom lift from United Rentals for \$60,000.

Background: Every year, City Departments rent lifts to perform various jobs around the city and pay rental fees for the equipment to other companies. Roof projects, building repairs, Christmas tree decorating and MSB maintenance are all projects that lifts have been rented because we do not own one that can be for these jobs.

Justification: We were recently informed that United Rentals is willing to sell us the lift we have been using at the Municipal Services Building as we have been making upgrades to the roof, HVAC system, warehouse ceiling and exterior walls. This lift allows us to safely get into the hard-to-reach places for working off the ground, has a 3 foot by 8-foot basket platform, can handle multiple individuals in the basket at once, has a maximum boom reach of 60 foot and can articulate the basket 4 feet in any direction.

Financial Considerations: The boom lift can be purchased through a recent promotion by United Rentals for \$60,000. It currently has a resale value of \$85,344. This purchase would be paid for through the Municipal Equipment Reserves Fund.

Purpose/Mission: This purchase aligns with the City's core value of ongoing improvement in our community.

Legal Considerations: There are no legal issues with this purchase.

Attachments: 2013 Boom Lift Sale Sheet

Quality used equipment for sale

2013 JLG 600AJ - PRICE \$85,344 (USD)

Description:	BOOM 60-64' ARTICULATING
Make/Model:	JLG 600AJ
Year:	2013
Serial #:	0300170868
Meter:	3277.200
Equipment #:	10133212
Location:	H72 - MCPHERSON, KS

UNITED RENTALS (Store J52)

307 NO 14TH

DODGE CITY, KS 67801

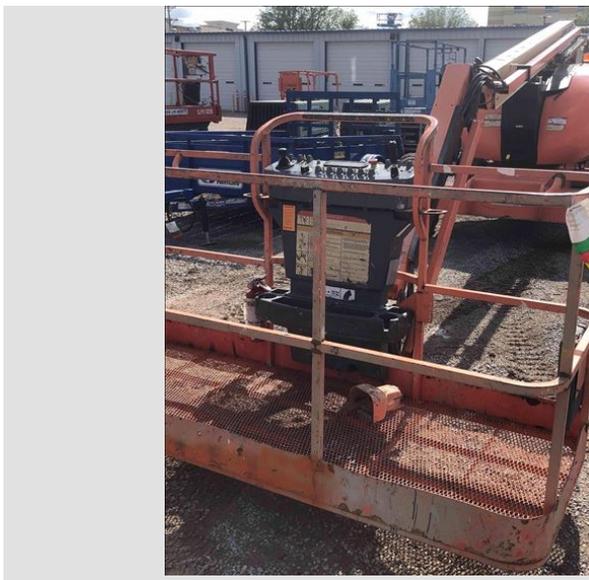
Mon-Fri: 7:30AM-5:00PM Sat: CLOSED Sun: CLOSED

Sales Contact:

Crysta Stella

620-253-8554

cstella@ur.com

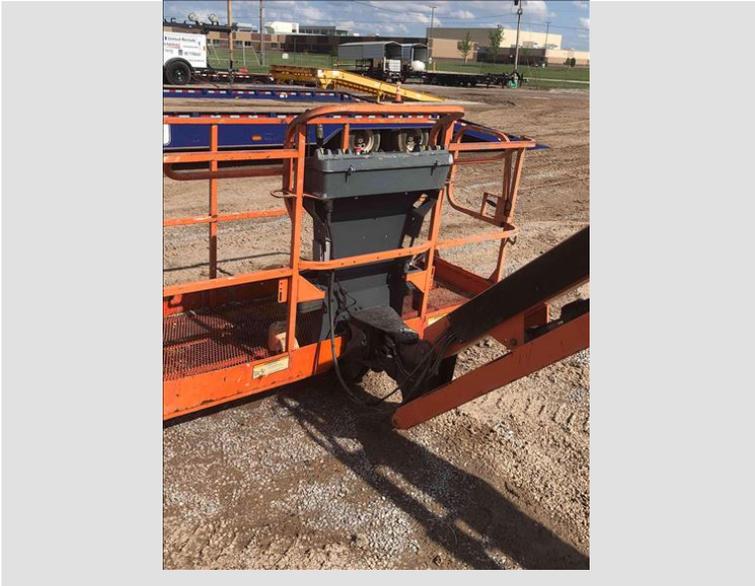


Valid through 03/31/2023
[UnitedRentals.com](https://www.unitedrentals.com) | 800.UR.RENTS

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For terms and conditions, visit [unitedrentals.com/en/customer-care/terms/ur1disclaimer](https://www.unitedrentals.com/en/customer-care/terms/ur1disclaimer)

2013 JLG 600AJ
Price: \$85,344 (USD)
DODGE CITY, KS
620-253-8554



Valid through 03/31/2023
[UnitedRentals.com](https://www.unitedrentals.com) | 800.UR.RENTS

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United Guard™

Safeguard your used equipment with protection you can trust.

Equipment Description:	Equipment Number:	Equipment Sales Price:
2013 JLG 600AJ BOOM 60-64' ARTICULATING	10133212	\$85,344 USD
Sales Contact: Crysta Stella 620-253-8554		

With United Guard, you'll benefit from reduced downtime, higher resale value and fewer service interruptions.

With United Guard You'll Receive:

- Repairs on listed components
- No co-pays on any covered repairs
- Service at any of our more than 1,000 locations in North America

Term Length	Price
3 mo./400 hours	\$7,681
6 mo./800 hours	\$11,948
12 mo./1600 hours	\$0

United Guard Eligibility Requirements

- Equipment must have a sale price of at least \$2,500 and must be less than 10 years old at the time of sale
- Equipment must be geographically located within the United Rentals range of service
- United Guard is only for the benefit of the original purchaser and is not transferable
- Entities that intend to sell or rent the equipment purchased are not eligible for United Guard
- United Guard must be purchased within 72 hours of equipment purchase
- United Rentals, Inc. (and its subsidiaries) makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act
- Powered vehicles, trailers and trenchers are not eligible

Coverage is contingent upon customer fully servicing equipment in accordance with the manufacturer's service instructions, at the intervals recommended by the manufacturer. Proper documentation of services should be maintained.



Scheduled Maintenance and Inspection Program

Aerial Equipment Inspection

ANSI / OSHA / CSA require Boom Lift and Scissor Lift Inspections to be completed Frequently (every 3 Months or 150 Hours) and Annually (every 13 Months)

Scheduled Preventative Maintenance

Our proactive PM Services assist in keeping your equipment properly serviced at manufacturers recommended intervals. Services can be fully customized to suit your specific site needs.

Proactive Automated Scheduling

Inspections and PM Services are proactively scheduled, performed, and tracked at the required predetermined intervals utilizing the same proprietary operating systems we utilize to maintain our rental fleet.

Fixed Pricing

Our fixed priced program allows you to balance, allocate, and budget costs for routine Scheduled Maintenance and Inspections.

Scheduled Preventative Maintenance

Our proactive PM Services assist in keeping your equipment properly serviced at manufacturers recommended intervals. Services can be fully customized to suit your specific site needs.

Record Retention and Documentation

A detailed history of all Inspections and Services are recorded and stored in our system for 3 years to keep you in compliance with ANSI / OSHA regulations.



Total Control®

View and manage your owned and rented equipment in one customizable portal. View Service and Inspection data, assign assets to worksites, set alerts, review invoices, customize reports, and benefit from many other features that help you efficiently manage your equipment.



Remotely Monitor Your Own Equipment

With Telematics (GPS) installed your equipment can be remotely monitored in Total Control in real time. View service intervals and alerts, location, utilization, usage, machine hours, geo-fences, battery voltage, etc. Customizable reporting and other valuable features will assist you in effectively managing your equipment. See your sales rep for additional details or a live demo.

ANSI / OSHA / CSA Inspection Compliance Package includes (4) Inspections performed to Manufacturers Standards:

(3) Frequent Inspections and (1) Annual Inspection.
Up to 1 Hour total travel time included per Inspection.

2013 JLG 600AJ
Serial# 0300170868 Equip# 10133212

\$484. Per Inspection

Add a basic Engine Service (Engine oil, oil filter, fuel filter) and full machine lube for just \$99.00 additional

For complete details contact your local Branch or our Customer Equipment Solutions Team (CESsupport@ur.com) and allow us to design a service program that fits your needs.



Valid through 03/31/2023
UnitedRentals.com | 800.UR.RENTS

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Technology and solutions to optimize your fleet strategy.

EQUIPMENT SERVICING



On Demand Service



Managed Maintenance Programs



Retail Parts and Maintenance Supplies



Fleet Management Solutions

Total Control®

Total Control® is a cloud-based worksite management solution that helps you make the most of your equipment fleet—rented and owned. View and manage your rented and owned equipment in one customizable portal. Assign assets to worksites, set alerts, review invoices, customize reports, and benefit from many other features that help you efficiently manage your equipment.

Telematics

With telematics functionality, you can monitor your equipment across multiple worksites, have preventive maintenance and inspections automatically scheduled, view equipment utilization, set geofence alerts, and get field service technicians dispatched when you need them. Telematics services are conveniently viewed and managed in Total Control.®

Maintenance & Inspection

Our Customer Equipment Solutions team specializes in equipment repair and service in the field, so you can protect your investment. Our proprietary software allows us to proactively schedule required inspections and preventive maintenance services at predetermined intervals. Your records are retained for a minimum of three years, and duplicates are available whenever you need them.

Contact us today to learn how we can fulfill your equipment needs at CESsupport@ur.com or **800.UR.RENTS**



 **United Rentals**®

We Sell Used Equipment!

At United Rentals, we sell high-quality used equipment that is expertly maintained in over 1200 locations. We are the #1 Industry Leader of Used Equipment Sales in North America, selling over \$1 billion annually. Our company is proud to offer the most Diverse Fleet in the industry with over 4,300 cat-classes from Dirt Equipment (excavators, minis, skid-steers, dozers, loaders, backhoes, rollers, compaction, compressors), Aerial Booms and Scissors, Reach Forklifts, and more. United Rentals also offers Tool Solutions, Trench Safety, Shoring, Mobile Storage, Fluid Solutions, and Power & HVAC.

- Daily Specials**
New special value equipment is listed daily.
Please visit us on our user friendly website:
www.unitedrentals.com/sales/equipment
- United Guard Warranty**
3, 6, & 12 month warranties available
- CES Program**
Customer equipment maintenance & inspection programs available
- United Academy**
Access to equipment safety training programs available onsite or online
- UR Customer Finance Program**
Competitive financing options to fit your business needs, with loan and lease options and flexible terms up to 72 months. Apply online at ur.vendorfinancial.com or call **800-261-5815**.

Visit UnitedRentals.com or call **800.UR.RENTS** to learn more.



United Rentals is the world's largest equipment rental company, with over 1,000 rental locations offering over 4,200 classes of equipment for rent or sale.

United Guard™ Buy with Confidence



Expertly Maintained

- Repairs on listed components
- No co-pays on any covered repairs



Quality Equipment

- Service at any of our over 1,000 locations in North America



Safety as our top priority

- We are united in safety
- We are focused on our customers

Safeguard your used equipment.

UNITED GUARD ELIGIBILITY REQUIREMENTS

- Equipment must have a sale price of at least \$2,500 and must be less than 10 years old at the time of sale
- Equipment must be geographically located within the United Rentals range of service
- United Guard is only for the benefit of the original purchaser and is not transferable
- Entities that intend to sell or rent the equipment purchased are not eligible for United Guard
- United Guard must be purchased within 72 hours of equipment purchase
- United Rentals, Inc. (and its subsidiaries) makes no warranties to those defined as consumers in the Magnuson-Moss Warranty-Federal Trade Commission Improvement Act
- Powered vehicles, trailers and trenchers are not eligible

UNITED GUARD COVERAGE

Coverage is contingent upon customer fully servicing equipment in accordance with the manufacturer's service instructions, at the intervals recommended by the manufacturer. Proper documentation of services should be maintained.

Engine:

Engine Block
Cylinder Liners
Piston
Piston Rings
Piston Pins
Cylinder Heads
Head Gasket
Crankshaft
Main Bearings
Con Rods
Con Rod Bearings
Balance Assemblies
Camshaft
Push Rods
Tappets
Valves
Springs
Guides
Timing Gears
Lubrication Pump
Drive Components
Casting Assembly
Thrust Bearings
Internal Oil Seals
External Oil Seals (internal failure)
Bushes
External Pump Drive Gear

Transmission/Transaxle:

Charging Pumps
Gear Train
Shafts
Thrust Washers
Bushes
Needle Roller Bearings
Bearings
Gears
Internal Seals
Input & Output Seals (internal failure)

Clutch Packs
Couplings
Oil Lubrication Pumps
Main Control Valves
Relief Valves
Torque Converter
Gearshift Controller
Electronic Control (black-box)
Transmission Casing
PTO Drives

Drive Lines:

Main Shafts
Sliding Points
Flange/Yoke end of Drive Lines
Pivot Shaft
Pivot Shaft Support Bearings

Drive Axle/Final Drives

Bearings
Shafts
Thrust Washers
Seals
Input Seals (internal failure)
Tension Springs
Bull Gears
Pinions
Ring Gears
Crown Wheels
Internal Differential Gears and Locks
Axle Case
Differential Case
Yokes
Wheel Hubs

Electrical:

Batteries
Wiring
Motors
Solenoids
Solenoid Valves

Electric Instrument Panel
Switches
Relays
Sender Units
Hour Meters
Gauges
Sensors
Black-box
Microprocessor/ECU/ECM
Starter Motor
Alternator
Regulators
Controllers
Generators
Coils

Cooling System:

Hoses
Fan Belts
Blowers
Fans
Fan Belt Tensioners
Water Pump
Internal Bearings & Seals
Fan Thermostat
Thermostat
Oil Coolers
Radiators
Cab Heating Assembly
Intercoolers
Aftercoolers
Heat Exchangers
Air Conditioners

Fuel Systems:

Injectors
Fuel Injection Pump
Fuel Lift Pump
Engine Priming Pump
Fuel Tanks
Carburetors
Propane regulators
Hoses and Fittings

Hydraulics:

Hoses
"O"-rings
External Seals
Exposed Pipes
Rubber Mountings
Hydraulic Tank Breathers
Hydraulic/Hydrostatic Motors
Hydraulic/Hydrostatic Pumps
Hydraulic Control Valves
Relief Valves
Accumulators
Shuttle Valve
Hydraulic Tank and Mounting
Hydraulic Cylinders (rams)
Electro/Hydraulic Valves
Check Valves

Main Frame/Chassis:

Chassis
Mainframe
Track Frames
Equalizer Bars/Pivot
Cylinder Mountings
Pins
Bearings
Bushes
Seals
Trunion, Trunion Housing & Trunion Brackets
Axle Mountings
Steering Cylinder Mountings
Axle Trunion
Mast
Mast Rollers
Carriage
Carriage Rollers
Boom
Tele-boom
Boom Mountings
Boom Cylinder Mountings
Stabilizer

Casting & Casings, Undercarriage, Idlers, Track Adjusters, Running Gear:

Bearings
Shaft
Thrust Washers
Seals
Input Seals (internal failure)
Front Idlers
Idler Shafts
Track Adjuster Assembly
Tension Springs
Bull Gears
Pinions
Crown Wheels
Yokes
Steering and Brake Controls
Final Drive Shaft
Sprockets/Segments (for breakage where applicable)

Other Components:

Compressor Air End Components
Generator/Welder Electrical End Components
Water Pump – Pump End Components
ROPS & FOPS Structures

UNITED GUARD EXCLUSIONS

Exclusions:

The following wear items/parts are excluded:
Air Filter
Oil Filter
Fuses
Tires and Tubes
Cosmetic Items
Non-functional Parts