

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, June, 19, 2023

7:00 p.m.

MEETING #5251

**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](http://www.facebook.com/cityofdodgecity)

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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**

## **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).

MPA Program Graduate

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, June 5, 2023.
2. Appropriation Ordinance No.12, June 19, 2023.
3. Cereal Malt Beverage License:
  - a. Walmart Store, 1905 N. 14<sup>th</sup> Avenue

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3798:** An Ordinance Renaming the West Half of 112 Road, A Roadway Along the East Edge of the Northeast Quarter, Section 12, Township 27 South, Range 25 West, to Hilmar Way. Report by Ray Slattery, Director of Engineering.

**Ordinance No. 3799:** An Ordinance Designating Dodge City Days as a Special Event. Report by Nicole May, Finance Director.

**Ordinance No. 3800:** An Ordinance of the City of Dodge City, Kansas, Terminating a Rural Housing Incentive District Within the City (Wagon Wheel Addition Unit One); and Directing the Call for Redemption of Certain Outstanding Bonds and Providing for Notice of Said Redemption. Report by Nicole May, Finance Director.

**Ordinance No. 3801:** An Ordinance of the City of Dodge City, Kansas, Terminating a Rural Housing Incentive District Within the City (Candle Tree Addition Unit Five); and Directing the Call for Redemption of Certain Outstanding Bonds and Providing for Notice of Said Redemption. Report by Nicole May, Finance Director.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approve Bid for two Pickup Trucks to be used by the Water Department and the Parks (Athletic Field Maintenance) divisions. Report by Ryan Reid, Director of Administration.
2. Approval of Consulting Service Agreement for the Discovery Phase and Bridge Design of the South Dodge Trail Extension. Report by Ray Slattery, Director of Engineering.
3. Approve Supplemental Work for the Downtown Streetscape & Utility Improvement Project. Report by Ray Slattery, Director of Engineering.

## **OTHER BUSINESS**

## **STAFF REPORTS**

## **EXECUTIVE SESSION**

Attorney/Client Privileged Matters

## **EXECUTIVE SESSION**

Discussion of Non-Elected Personnel

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, June 5, 2023

7:00 p.m.

MEETING #5250

**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](http://www.facebook.com/cityofdodgecity)

2. Or watch it on our Vimeo page at [www.vimeo.com/cityofdodgecity](http://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 Steve Ormord of First Baptist Church

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARINGS**

Mayor Michael Burns opened the public hearings on levying special assessments on certain properties to pay the costs of internal improvements for Milstock Addition Unit 2, Casa del Rio Addition Phase 1, and Candletree Addition Unit 6.

1. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Milstock Addition Unit 2.
2. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Casa del Rio Addition Phase 1.
3. Levying Special Assessments on Certain Property to pay the costs of Internal Improvements for Candletree Addition Unit 6.

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

## **APPROVAL OF AGENDA**

Commissioner Chuck Taylor moved to approve the agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 5 – 0.

## **PETITIONS & PROCLAMATIONS**

Mayor Michael Burns read the Immigrant Heritage Month 2023 Proclamation and proclaimed June 2023 as Immigrant Heritage Month and I urged all community members to join together – as foreign-born and native-born residents – to build stronger communities across the City and encourage all residents to give back to the community in any way that is personally meaningful.

**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).**

Mike Bezel, southwest representee of the Christian Motorcycle Association thanked all that attended the bike rally event that took place on June 2 – 4. It was a success. He stated he would like to bring the event back next year.

#### **CONSENT CALENDAR**

1. Approval of Commission Meeting Minutes, May 15, 2023.
2. Approval of Special City Commission Meeting Minutes, May 30, 2023.
3. Appropriation Ordinance No.11, June 5, 2023.
4. Cereal Malt Beverage License Applications:
  - a. Ford County Fair Association, Temporary CMB License, 71 N. 2<sup>nd</sup> Avenue.
5. Approval of Change Order #1 for the 2022 Application of Mastic Sealant.
6. Approve the Amendment to the Biogas Optimization Services Agreement with Kinect Energy.

Commissioner Joseph Nuci moved to accept the consent calendar as presented. Commissioner Chuck Taylor seconded the motion. The motion carried 5-0.

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3795:** An Ordinance levying special assessments on certain property to pay the costs of internal improvements in the City of Dodge City, Kansas as heretofore authorized by Resolution No. 2022-13 of the City; and providing for the collection of such special assessments.– Milstock Addition Unit 2 was approved on a motion by Commissioner Joseph Nuci, Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

**Ordinance No. 3796:** An Ordinance levying special assessments on certain property to pay the costs of internal improvements in the City of Dodge City, Kansas as heretofore authorized by Resolution No. 2022-13 of the City; and providing for the collection of such special assessments.– Casa del Rio Addition Phase 1 was approved on a motion by Commissioner Kent Smoll, Commissioner Rick Sowers seconded the motion. The motion carried 5-0.

**Ordinance No. 3797:** An Ordinance levying special assessments on certain property to pay the costs of internal improvements in the City of Dodge City, Kansas as heretofore authorized by Resolution No. 2022-13 of the City; and providing for the collection of such special assessments – Candletree Addition Unit 6 was approved on a motion by Commissioner Kent Smoll, Commissioner Rick Sowers seconded the motion. The motion carried 5-0.

**Resolution No. 2023-21:** A Resolution for the temporary suspension and waiver of certain provisions of Ordinance No. 2838 and the 2018 International Fire Code pertaining to the discharge of fireworks within the city limits of the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers, Commissioner Joseph Nuci seconded the motion. The motion carried 5-0.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the estimates from Victory Electric in the amount of \$465,849.51 for extending electrical service to the lift stations and wastewater treatment plant expansion. Commissioner Chuck Taylor seconded the motion. The motion carried 5-0.
2. Commissioner Joseph Nuci moved to approve the bid from Rosenbauer for the Rosenbauer Pumper Truck with Commander Chassis in the amount of \$654,243. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

**OTHER BUSINESS**

1. Commissioner Rick Sowers moved to approve revised proposal from APAC Kansas Inc., Shears Division in the amount of \$231,260.25 to perform major maintenance on Central Ave. and Underpass Road. Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

**STAFF REPORTS****EXECUTIVE SESSION**

At 7:45 pm Commissioner Joseph Nuci made a motion to recess into executive session pursuant to the personnel matters of nonelected personnel, exception found in K.S.A, 75-4319(b)(1) to discuss personnel matters of nonelected personnel. The justification for closing the meeting is to protect the privacy of the individual to be discussed. The meeting will include City Commissioners and City Attorney, Paige Gilmore. The open meeting will resume in the City Commission chamber in 20 minutes at 8:05 p.m. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Rick Sowers seconded the motion. Motion carried unanimously.

The open meeting reconvened at. 8:05 pm

**ADJOURNMENT**

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

ATTEST:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners  
**From:** Ray Slattery, PE, Director of Engineering  
**Date:** June 19, 2023  
**Subject:** Ordinance No. 3798  
**Agenda Item:** Ordinances & Resolutions

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**Purpose:** The purpose of this project is to change the name of 112 Rd. within the City limits to Hilmar Way.

**Recommendation:** I recommend the City Commission approve Ordinance No. 3798.

**Background:** During the plating procedure of the Hilmar Cheese Company Plat there was some discussion about changing the name of 112 Rd. included in the plat to Hilmar Whey. However, that was not done. After some additional discussions, Hilmar Cheese has requested that the name of the 112 Rd. within the City Limits be changed to Hilmar Way. This name change will only affect three properties, the Hilmar Cheese facility and two City owned lots, water well #19 and the Hilmar lift Station. Currently, there is no postal mail service to any of these lots. All construction activities and deliveries are off a temporary drive from US 56/283/400. This drive will go away once the construction of the facility is complete.

**City Commission Options:**

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

**Financial Considerations:**

Amount \$: None

Funds: N/A

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** By approving the Ordinance the City will need to take the necessary procedures to notify the County of the name change for record purposes.

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

**Attachments:** Ordinance No. 3798

**Approved for the Agenda by:**

Ray Slattery, PE

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Ray Slattery, Dir. Of Engineering Services

ORDINANCE NO. 3798

**AN ORDINANCE RENAMING THE WEST HALF OF 112 RD., A ROADWAY ALONG THE EAST EDGE OF THE NORTHEAST QUARTER, SECTION 12, TOWNSHIP 27 SOUTH, RANGE 25 WEST, TO HILMAR WAY.**

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BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

Section 1: The west half of 112 Rd., a Roadway along the east edge of the Northeast Quarter of Section 12, Township 27 South, Range 25 West, and located between US 56/283/400 and extending south approximately one-half mile, is hereby renamed to Hilmar Way.

Section 2: There are three lots addressed off this portion of 112 Rd., and the owners agree with the name change. No postal deliveries are made on this roadway.

Section 3: Hilmar Way will be classified as a collector street and will be constructed with concrete pavement.

Section 4: Provisions contained in this ordinance shall take effect upon adoption by the City Commission and following its publication in the official City newspaper as provided by law.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 19<sup>th</sup> day of June 2023.

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Michael Burns, Mayor

ATTEST:

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Connie Marquez, City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** June 19, 2023

**Subject:** Ordinance No. 3799 Designating Dodge City Days as a Special Event

**Agenda Item:** Ordinances and Resolutions

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**Purpose:** Ordinance No. 3799 is needed to designate Dodge City Days as a Special Event to allow the State to issue a temporary permit to those businesses requesting to sell alcohol outside their normal business.

**Recommendation:** I recommend approval of Ordinance No. 3799.

**Background:** Some businesses that sell alcohol frequently request a temporary alcohol permit in areas that includes the street or public property outside their normal business K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a "special event" as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol. The first step in allowing the State to issue a temporary permit is to pass an ordinance designating Dodge City Days as a Special Event.

We commonly have different events during the Dodge City Days and historically those events have caused no issues for the city or any of the participants.

**City Commission Options:**

1. Approve Ordinance No. 3799
2. Disapprove Ordinance No. 3799
3. Table for further discussion Ordinance No. 3799

**Financial Considerations:**

Amount \$: N/A

Fund: \_\_\_\_\_ Dept: \_\_\_\_\_ Expense Code: \_\_\_\_\_  
\_\_\_ Budgeted Expense \_\_\_ Grant \_\_\_ Bonds \_\_\_ Other

**Legal Considerations:** None

**Mission/Values:** Together we promote open communications with our community members.

**Attachments:** Ordinance No. 3799

**Approved for the Agenda by:**

*Nicole May*

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**Nicole May, Finance Director**

ORDINANCE NO.3799

AN ORDINANCE DESIGNATING DODGE CITY DAYS AS A SPECIAL EVENT IN THE CITY OF DODGE CITY, KANSAS.

**WHEREAS**, Dodge City Days is a ten (10) day special event held annually during the last week in July and first week in August; and,

**WHEREAS**, the City of Dodge City celebrates its historical roots during this city-wide special event; and,

**WHEREAS**, a variety of activities are held throughout the City during this special event; and,

**WHEREAS**, K.S.A. 41-719 allows for a city to designate a festival or other similar community gathering, such as Dodge City Days, as a “special event” as a condition precedent to allowing the State of Kansas the discretion to issue temporary permits for the consumption of alcohol; and,

**WHEREAS**, the City of Dodge City has been asked to make such designation as a prelude for business and individuals to request temporary permits from the State of Kansas for the sale and consumption of alcoholic liquor on public streets, alleys, sidewalks, roads or highways at special events as defined by K.S.A. 41-719(a)(2).

**NOW THEREFORE**, the City of Dodge City hereby designates the community gathering and festival, commonly known as Dodge City Days as a “special event” in Dodge City, Kansas. This special event will extend for a period of ten (10) days beginning on July 27, 2023 and ending on August 6, 2023.

The Ordinance will take effect upon approval by the City Commission and upon publication of a summary Ordinance in the Dodge City Daily Globe.

Approved this 19<sup>th</sup> day of June 2023.

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Mayor

ATTEST:

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City Clerk



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** June 14, 2023

**Subject:** Ordinance No. 3800 – Approving the Termination of the Wagon Wheel RHID

**Agenda Item:** Ordinances and Resolutions

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**Purpose:** The Wagon Wheel Rural Housing Incentive District (RHID) has generated sufficient tax collections to satisfy both the developer and City's costs so the RHID can be terminated..

**Recommendation:** I recommend the City Commission adopt Ordinance No. 3800 approving the Termination of the Wagon Wheel Addition Unit One RHID.

**Background:** Ordinance 3512 was adopted on March 21, 2011 establishing the Wagon Wheel I RHID. The property tax amount that has been collected is sufficient to reimburse the developer for his costs and also pay in full the costs bonded by the City for the infrastructure. This will allow for \$200,000 of the 2012B Bond issue to be redeemed early, this is the amount remaining on the bonds issued for this RHID.

**City Commission Options:**

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

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** All legal considerations are being met with the adoption of the ordinance. The ordinance will be forwarded to the Ford County Clerk, Ford County Treasurer, and Ford County Appraiser.

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

**Attachments:** Ordinance No. 3800

**Approved for the Agenda by:**

*Nicole May*

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**Nicole May, Finance Director**

**ORDINANCE NO. 3800**

**AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS, TERMINATING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY (WAGON WHEEL ADDITION UNIT ONE); AND DIRECTING THE CALL FOR REDEMPTION OF CERTAIN OUTSTANDING BONDS AND PROVIDING FOR NOTICE OF SAID REDEMPTION.**

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**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes certain cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate rural housing incentive districts within such city; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”) is a city under the Act, and pursuant to the Act and Ordinance No. 3512, passed on March 21, 2011, the City established a rural housing incentive district in Wagon Wheel Addition, Unit One (the “Wagon Wheel 1 RHID”) and approved the plan for the development or redevelopment of the housing and public facilities within the Wagon Wheel 1 RHID (the “Plan”), which included a description of the improvements to be made within the Wagon Wheel 1 RHID and eligible to be paid from the property tax increment created by the development of the Wagon Wheel 1 RHID (the “Project”); and

**WHEREAS**, the legal description of the Wagon Wheel 1 RHID is set forth on *Exhibit A* attached hereto; and

**WHEREAS**, the City has issued certain general obligation bonds to pay a portion of the costs of the Project, and the City has accumulated sufficient funds, and hereby finds and determines that it is in the best interests of the City, to redeem a portion of such bonds prior to their stated maturity in the amounts and on the redemption date hereinafter set forth (the “Bonds”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>	<i>Redemption Date</i>
G.O. Refunding and Improvement Bonds	2012-B	08/01/2012	2023 – 2027	\$200,000	08/03/2023

**WHEREAS**, the purposes and costs associated with the implementation of the Plan and the construction of the Project have been completed, and the City desires to terminate the Wagon Wheel 1 RHID and redeem the Bonds.

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

**Section 1. RHID Termination.** The Governing Body hereby terminates the Wagon Wheel 1 RHID. The Clerk is hereby authorized and directed to send a copy of this Ordinance to the Ford County Clerk, the Ford County Treasurer, and the Ford County Appraiser to provide notice of the termination of the Wagon Wheel 1 RHID.

**Section 2. Bond Redemption.** The Bonds are hereby called for redemption prior to their stated maturity as set forth above, in accordance with the resolution which authorized the Bonds. The Clerk is hereby authorized and directed to notify the State Treasurer of such call for redemption by

disseminating a Notice of Call for Redemption. The Clerk is further authorized and directed to cause the Paying Agent to notify the Owners of the Bonds in the manner set forth in the resolution authorizing the same and to provide for notice to be made in accordance with the provisions of Rule 15c2-12 of the Securities and Exchange Commission.

**Section 3. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by the governing body and publication of the Ordinance or a summary thereof once in the official City newspaper.

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**PASSED** by the City Commission on June 19, 2023 and **SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on June 19, 2023; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in the *Dodge City Daily Globe* on June 23, 2023.

DATED: June 23, 2023.

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Clerk

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***EXHIBIT A***

**LEGAL DESCRIPTION OF RURAL HOUSING INCENTIVE DISTRICT**

Lots 1, 2, 3, 4, 5 and 6, Block 1, and Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12, Block 2, Wagon Wheel Addition, Unit One to the City of Dodge City, Ford County, Kansas.

**EXHIBIT B**

Treasurer of the State of Kansas  
Landon State Office Bldg.  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235

[CERTIFIED MAIL]

Stifel, Nicolaus & Company, Inc.  
301 N. Main, Suite 800  
Wichita, Kansas 67202

RE:

**CALL FOR PARTIAL REDEMPTION**

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2012-B, DATED AUGUST 1, 2012**

Notice is hereby given pursuant to K.S.A. 10-129, as amended, and pursuant to the provisions of Article III of Resolution No. 2012-25 (the "Bond Resolution") of the City of Dodge City, Kansas (the "Issuer"), that the above-mentioned bonds described in the attached Notice of Call for Redemption (the "Called Bonds"), have been irrevocably called for redemption and payment on August 3, 2023.

The Paying Agent is hereby requested to disseminate the attached Notice of Call for Redemption in accordance with K.S.A. 10-129 and the Bond Resolution. After redemption of the Called Bonds the Paying Agent is requested to complete the attached Paying Agent's Certification and forward a copy of same to the undersigned.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Clerk

**NOTICE OF CALL FOR PARTIAL REDEMPTION**

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2012-B, DATED AUGUST 1, 2012**

Notice is hereby given to the registered owners of the above-captioned bonds (the “Bonds”) that pursuant to the provisions of Article III of Resolution No. 2012-25 (the “Bond Resolution”) of the City of Dodge City, Kansas (the “Issuer”), that the portions of the above mentioned bonds described below (the “Called Bonds”), have been called for redemption and payment on August 3, 2023 (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent”).

<b><u>Maturity Date</u></b>	<b><u>Principal Amount*</u></b>	<b><u>Interest Rate</u></b>	<b><u>CUSIP No. (Base: 256309)</u></b>
09/01/2023	\$40,000	3.000%	TX 3
09/01/2024	40,000	2.750%	TY 1
09/01/2025	40,000	3.000%	TZ 8
09/01/2026	40,000	3.125%	UA 1
09/01/2027	40,000	3.125%	UB 9

\* Partial redemptions of the listed maturities

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP identification numbers shown above or printed on any of the Called Bonds. Said CUSIP identification numbers are included solely for the convenience of the owners of the Bonds.

Under the provisions of Section 3406(a)(1) of the Internal Revenue Code of 1986, as amended, paying agents making payments of principal on municipal securities may be obligated to withhold a 28% tax on the payment of principal to registered owners who have failed to provide the paying agent with a valid taxpayer identification number. Registered Owners of the Bonds who wish to avoid the imposition of the tax should provide a certified taxpayer identification number to the Paying Agent when presenting the Bonds for payment.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Treasurer of the State of Kansas  
Topeka, Kansas, as Paying Agent

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This Notice of Redemption shall be mailed by certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, not less than 45 days prior to the Redemption Date and to Stifel, Nicolaus & Company, Inc., the original purchaser of the Called Bonds, not less than 30 days prior to the Redemption Date. Notice shall also be given to certain repositories in order to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. Notice may also be given in accordance with guidelines set forth in Securities and Exchange Commission Release No. 34-23856, but such notice is not required by law. The Paying Agent shall notify the registered owners of the Called Bonds as provided in K.S.A. 10-129 as amended, and the Bond Resolution.

**PAYING AGENT'S CERTIFICATION**

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION REFUNDING AND IMPROVEMENT BONDS  
SERIES 2012-B, DATED AUGUST 1, 2012**

The State Treasurer, in its capacity as Paying Agent for the above-captioned Bonds, does hereby certify as follows:

1. Capitalized terms not defined herein, shall have the meanings ascribed thereto in the attached Notice of Call for Redemption or the Bond Resolution defined therein.
2. The Called Bonds have been called for redemption and payment on August 3, 2023 (the "Redemption Date").
3. The full redemption price of the Called Bonds as determined pursuant to the Bond Resolution is calculated as follows:

Principal Amount of Called Bonds	\$200,000.00
Accrued Interest to Redemption Date	<u>2,533.33</u>
<b>Total</b>	<b>\$202,533.33</b>

4. There was deposited with the Paying Agent the sum set forth above, which has been irrevocably pledged for the payment of the principal of, redemption premium, if any, and interest on the Called Bonds to the Redemption Date. In addition, sufficient funds have been deposited to provide for additional costs associated with such redemption.
5. The Notice of Call for Redemption, a copy of which is attached hereto, was disseminated in accordance with K.S.A. 10-129, as amended, and the Bond Resolution.

DATED as of August 3, 2023.

**TREASURER OF THE STATE OF KANSAS,  
TOPEKA, KANSAS**

By: \_\_\_\_\_  
Director of Fiscal Services

**EXHIBIT C**

**EVENT NOTICE PURSUANT TO SEC RULE 15c2-12(b)(5)(C)**

TO: The Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system for municipal securities disclosures ([www.emma.msrb.org](http://www.emma.msrb.org))

**Issuer/Obligated Person:** City of Dodge City, Kansas (the “Obligated Person”)

**Issue(s) to which this Report Relates and CUSIP Base Numbers for said Issues:**

<b>Description</b>	<b>Series</b>	<b>Dated Date</b>	<b>Maturities</b>	<b>Base CUSIP No.</b>
G.O. Refunding and Improvement Bonds	2012-B	August 1, 2012	2023 – 2027 (Partial maturities)	256309

**Event Reported:** Redemption of above-referenced Bonds on August 3, 2023; see attached *Exhibit A*

The information contained in this Notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this Notice is, or should be construed as, a representation by the Obligated Person that the information included in this Notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person.

**For additional information, contact:**

City of Dodge City, Kansas  
City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801

**CITY OF DODGE CITY, KANSAS**



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Nicole May, Finance Director

**Date:** June 14, 2023

**Subject:** Ordinance No. 3801 – Approving the Termination of the Candletree 5 RHID

**Agenda Item:** Ordinances and Resolutions

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**Purpose:** The Candletree 5 Rural Housing Incentive District (RHID) has generated sufficient tax collections to satisfy both the developer and City's costs so the RHID can be terminated..

**Recommendation:** I recommend the City Commission adopt Ordinance No. 3801 approving the Termination of the Candletree Addition Unit Five RHID.

**Background:** Ordinance 3533 was adopted on May 7, 2012 establishing the Candletree 5 RHID. The property tax amount that has been collected is sufficient to reimburse the developer for his costs and also pay in full the costs bonded by the City for the infrastructure. This will allow for \$345,000 of the 2014A Bond issue to be redeemed early, this is the amount remaining on the bonds issued for this RHID.

**City Commission Options:**

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

**Financial Considerations:** There are no financial considerations.

**Legal Considerations:** All legal considerations are being met with the adoption of the ordinance. The ordinance will be forwarded to the Ford County Clerk, Ford County Treasurer, and Ford County Appraiser.

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

**Attachments:** Ordinance No. 3801

**Approved for the Agenda by:**

*Nicole May*

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**Nicole May, Finance Director**

**ORDINANCE NO. 3801**

**AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS, TERMINATING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY (CANDLETREE ADDITION UNIT FIVE); AND DIRECTING THE CALL FOR REDEMPTION OF CERTAIN OUTSTANDING BONDS AND PROVIDING FOR NOTICE OF SAID REDEMPTION.**

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**WHEREAS**, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes certain cities incorporated in accordance with the laws of the state of Kansas (the “State”) to designate rural housing incentive districts within such city; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”) is a city under the Act, and pursuant to the Act and Ordinance No. 3533, passed on May 7, 2012, the City established a rural housing incentive district in Candletree Addition, Unit Five (the “Candletree 5 RHID”) and approved the plan for the development or redevelopment of the housing and public facilities within the Candletree 5 RHID (the “Plan”), which included a description of the improvements to be made within the Candletree 5 RHID and eligible to be paid from the property tax increment created by the development of the Candletree 5 RHID (the “Project”); and

**WHEREAS**, the legal description of the Candletree 5 RHID is set forth on *Exhibit A* attached hereto; and

**WHEREAS**, the City has issued certain general obligation bonds to pay a portion of the costs of the Project, and the City has accumulated sufficient funds, and hereby finds and determines that it is in the best interests of the City, to redeem such bonds prior to their stated maturity in the amounts and on the redemption date hereinafter set forth (the “Bonds”):

<i>Description</i>	<i>Series</i>	<i>Dated Date</i>	<i>Years</i>	<i>Amount</i>	<i>Redemption Date</i>
G.O. Bonds	2014-A	12/01/2014	2023 – 2029	\$345,000	08/03/2023

**WHEREAS**, the purposes and costs associated with the implementation of the Plan and the construction of the Project have been completed, and the City desires to terminate the Candletree 5 RHID and redeem the Bonds.

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

**Section 1. RHID Termination.** The Governing Body hereby terminates the Candletree 5 RHID. The Clerk is hereby authorized and directed to send a copy of this Ordinance to the Ford County Clerk, the Ford County Treasurer, and the Ford County Appraiser to provide notice of the termination of the Candletree 5 RHID.

**Section 2. Bond Redemption.** The Bonds are hereby called for redemption prior to their stated maturity as set forth above, in accordance with the resolution which authorized the Bonds. The Clerk is hereby authorized and directed to notify the State Treasurer of such call for redemption by disseminating a Notice of Call for Redemption. The Clerk is further authorized and directed to cause the

Paying Agent to notify the Owners of the Bonds in the manner set forth in the resolution authorizing the same and to provide for notice to be made in accordance with the provisions of Rule 15c2-12 of the Securities and Exchange Commission.

**Section 3. Effective Date.** This Ordinance shall take effect and be in force from and after its passage by the governing body and publication of the Ordinance or a summary thereof once in the official City newspaper.

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**PASSED** by the City Commission on June 19, 2023 and **SIGNED** by the Mayor.

(SEAL)

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Mayor

ATTEST:

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Clerk

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**CERTIFICATE**

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on June 19, 2023; that the record of the final vote on its passage is found on page \_\_\_\_ of journal \_\_\_\_; and that the Ordinance or a summary thereof was published in the *Dodge City Daily Globe* on June 23, 2023.

DATED: June 23, 2023.

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Clerk

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*EXHIBIT A*

**LEGAL DESCRIPTION OF RURAL HOUSING INCENTIVE DISTRICT**

Lots 1 - 14, Block 1, Lots 1 - 19, Block 2, and Lots 1 - 6, Block 3,  
Candletree Addition, Unit Five, City of Dodge City, Ford County, Kansas

**EXHIBIT B**

Treasurer of the State of Kansas  
Landon State Office Bldg.  
900 Southwest Jackson, Suite 201  
Topeka, Kansas 66612-1235

[CERTIFIED MAIL]

Stifel, Nicolaus & Company, Inc.  
301 N. Main, Suite 800  
Wichita, Kansas 67202

RE:

**CALL FOR REDEMPTION**

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION BONDS  
SERIES 2014-A, DATED DECEMBER 1, 2014**

Notice is hereby given pursuant to K.S.A. 10-129, as amended, and pursuant to the provisions of Article III of Resolution No. 2014-26 (the "Bond Resolution") of the City of Dodge City, Kansas (the "Issuer"), that the above-mentioned bonds described in the attached Notice of Call for Redemption (the "Called Bonds"), have been irrevocably called for redemption and payment on August 3, 2023.

The Paying Agent is hereby requested to disseminate the attached Notice of Call for Redemption in accordance with K.S.A. 10-129 and the Bond Resolution. After redemption of the Called Bonds the Paying Agent is requested to complete the attached Paying Agent's Certification and forward a copy of same to the undersigned.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Clerk

**NOTICE OF CALL FOR REDEMPTION**

**CITY OF DODGE CITY, KANSAS  
GENERAL OBLIGATION BONDS  
SERIES 2014-A, DATED DECEMBER 1, 2014**

Notice is hereby given to the registered owners of the above-captioned bonds (the “Bonds”) that pursuant to the provisions of Article III of Resolution No. 2014-26 (the “Bond Resolution”) of the City of Dodge City, Kansas (the “Issuer”), that the above mentioned bonds described below (the “Called Bonds”), have been called for redemption and payment on August 3, 2023 (the “Redemption Date”), at the principal office of the Treasurer of the State of Kansas, Topeka, Kansas (the “Paying Agent”).

<b>Maturity Date</b>	<b>Principal Amount</b>	<b>Interest Rate</b>	<b>CUSIP No. (Base: 256309)</b>
09/01/2023	\$ 45,000*	3.00%	VB 8
09/01/2026	145,000	3.00%	VC 6
09/01/2029	155,000	3.25%	VD 4

\* Final remaining maturity of the 2023 Term Bond

On the Redemption Date there shall become due and payable, upon the presentation and surrender of each such Called Bond, the redemption price thereof equal to 100% of the principal amount thereof together with interest accrued to the Redemption Date. Interest shall cease to accrue on the Called Bonds so called for redemption from and after the Redemption Date provided such funds for redemption are on deposit with the Paying Agent.

Neither the Issuer nor the Paying Agent shall be responsible for the selection or use of the CUSIP identification numbers shown above or printed on any of the Called Bonds. Said CUSIP identification numbers are included solely for the convenience of the owners of the Bonds.

Under the provisions of Section 3406(a)(1) of the Internal Revenue Code of 1986, as amended, paying agents making payments of principal on municipal securities may be obligated to withhold a 28% tax on the payment of principal to registered owners who have failed to provide the paying agent with a valid taxpayer identification number. Registered Owners of the Bonds who wish to avoid the imposition of the tax should provide a certified taxpayer identification number to the Paying Agent when presenting the Bonds for payment.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Treasurer of the State of Kansas  
Topeka, Kansas, as Paying Agent

\*\*\*\*\*

This Notice of Redemption shall be mailed by certified mail to the Treasurer of the State of Kansas, Topeka, Kansas, not less than 45 days prior to the Redemption Date and to Stifel, Nicolaus & Company, Inc., the original purchaser of the Called Bonds, not less than 30 days prior to the Redemption Date. Notice shall also be given to certain repositories in order to comply with the provisions of Rule 15c2-12 of the Securities and Exchange Commission. Notice may also be given in accordance with guidelines set forth in Securities and Exchange Commission Release No. 34-23856, but such notice is not required by law. The Paying Agent shall notify the registered owners of the Called Bonds as provided in K.S.A. 10-129 as amended, and the Bond Resolution.

**PAYING AGENT'S CERTIFICATION**  
**CITY OF DODGE CITY, KANSAS**  
**GENERAL OBLIGATION BONDS**  
**SERIES 2014-A, DATED DECEMBER 1, 2014**

The State Treasurer, in its capacity as Paying Agent for the above-captioned Bonds, does hereby certify as follows:

1. Capitalized terms not defined herein, shall have the meanings ascribed thereto in the attached Notice of Call for Redemption or the Bond Resolution defined therein.

2. The Called Bonds have been called for redemption and payment on August 3, 2023 (the "Redemption Date").

3. The full redemption price of the Called Bonds as determined pursuant to the Bond Resolution is calculated as follows:

Principal Amount of Called Bonds	\$345,000.00
Accrued Interest to Redemption Date	<u>4,533.61</u>
<b>Total</b>	<b><i>\$349,533.61</i></b>

4. There was deposited with the Paying Agent the sum set forth above, which has been irrevocably pledged for the payment of the principal of, redemption premium, if any, and interest on the Called Bonds to the Redemption Date. In addition, sufficient funds have been deposited to provide for additional costs associated with such redemption.

5. The Notice of Call for Redemption, a copy of which is attached hereto, was disseminated in accordance with K.S.A. 10-129, as amended, and the Bond Resolution.

DATED as of August 3, 2023.

**TREASURER OF THE STATE OF KANSAS,  
TOPEKA, KANSAS**

By: \_\_\_\_\_  
Director of Fiscal Services

**EXHIBIT C**

**EVENT NOTICE PURSUANT TO SEC RULE 15c2-12(b)(5)(C)**

TO: The Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system for municipal securities disclosures ([www.emma.msrb.org](http://www.emma.msrb.org))

**Issuer/Obligated Person:** City of Dodge City, Kansas (the “Obligated Person”)

**Issue(s) to which this Report Relates and CUSIP Base Numbers for said Issues:**

Description	Series	Dated Date	Maturities	Base CUSIP No.
G.O. Bonds	2014-A	December 1, 2014	2023 – 2029	256309

**Event Reported:** Redemption of above-referenced Bonds on August 3, 2023; see attached *Exhibit A*

The information contained in this Notice has been submitted by the Obligated Person pursuant to contractual undertakings the Obligated Person made in accordance with SEC Rule 15c2-12. Nothing contained in the undertaking or this Notice is, or should be construed as, a representation by the Obligated Person that the information included in this Notice constitutes all of the information that may be material to a decision to invest in, hold or dispose of any of the securities listed above, or any other securities of the Obligated Person.

**For additional information, contact:**

City of Dodge City, Kansas  
City Hall  
806 2nd Avenue  
P.O. Box 880  
Dodge City, Kansas 67801

**CITY OF DODGE CITY, KANSAS**



# Memorandum

To: Dodge City Commission  
From: Ryan Reid, Director of Administration  
Date: 2023 06 12  
Subject: New pickup trucks (2)  
Agenda Item: New Business

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**Purpose:**

The proposed pickup trucks will be used by the Water Department (1) and the Parks (Athletic Field Maintenance) divisions to carry out their duties, carrying staff and equipment and tools to work sites.

**Recommendation:**

Staff recommends approving the two bids from Lewis Chevrolet. We received only the bids from Lewis Chevrolet this time. Vehicle production still seems to be disrupted by the ongoing logistics issues.

**Background:**

Equipment and vehicles have been more challenging to procure. These trucks, if approved, are said to arrive in around five months. These trucks are budgeted.

**City Commission Options:**

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

**Financial Considerations:**

¾ ton truck with utility box, Chevrolet 2500 (Water Dept): \$77,299 5104100-4410052  
Crew cab Chevrolet 2500 (Athletic Field Maintenance): \$50,002 11252710-441005

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** None

**Mission/Values:** Safety, Ongoing improvement, Excellence

**Attachments:** (none)

**Approved for the Agenda by:**

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**Name, Title**



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Ray Slattery, PE, Director of Engineering Services

**Date:** June 19, 2023

**Subject:** Approval of Consulting Service Agreement for S. Dodge Trail Extension from Wright Park to Beeson Arboretum, PK 2201

**Agenda Item:** New Business

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**Purpose:** The purpose of this design service contract is to provide the possible alignment of the S. Dodge Trail Extension from Wright Park to Beeson Arboretum and design of a pedestrian bridge over the Arkansas River.

**Recommendation:** Approve Consulting Service Agreement with SMH Consultants, P.A. for the Discovery Phase and Bridge Design of the S. Dodge Trail Extension in the amount of \$271,167.72.

**Background:** The City has been awarded a Transportation Alternatives (TA) Grant for the extension of the S. Dodge Trail proposed along Sunnyside Ave. from Wright Park to Beeson Arboretum. As part of the grant agreement, the City is responsible for the design of the trail extension per KDOT Standards. In November of 2022 the City advertised for Request for Qualifications (RFQ) for the design of the trail extension. The City received 6 proposals from engineering firms to design the trail extension. After careful review by the selection committee, it was decided to have SMH Consultants, P.A. provide the design service for the extension. With this contract SMH will work with City Staff to finalize the alignment of the trail extension and meet with stakeholders to receive comments on the alignment. Once the preliminary trail alignment is determined, a presentation of the trail alignment will be made to the Commission. As part of the trail extension, a pedestrian bridge across the Arkansas River will be required. With this contract, the design of the bridge will be completed. All necessary permitting will also be done for the construction of the bridge. A supplement agreement will be brought to the Commission to complete plan preparation to meet KDOT requirements.

**City Commission Options:**

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

**Financial Considerations:** The discovery and bridge design contract with SMH Consultants is for a not to exceed amount of \$271,167.72.

Amount \$: \$271,167.72

Fund:

Budgeted Expense       Grant       Bonds       Other

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

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

**Attachments:** Consulting Service Agreement, Phase 1 – Discovery and Design Development Scope of Services, Scope of Services for Bridge Design, Proposal for Bridge Lighting, 2021 Personnel & Reimbursable Rates, and Fee Estimate from SMH Consultants.

**Approved for the Agenda by:**

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

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**Ray Slattery, PE, Dir. of Engineering Services**

**CONSULTING SERVICES AGREEMENT**

Client: <u>City of Dodge City</u>	Project: <u>South Dodge City Trail</u>
Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project Location: <u>Dodge City</u>
Telephone: <u>620-225-8106</u>	SMH Project Manager: <u>Ben Gasper, PE</u>
Contact: <u>Ray Slattery, Dir. Eng. Ser.</u>	
Client Job No.: _____	SMH Job No.: <u>2304-0120</u>

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

*South Dodge City Trail – Development of Preliminary Design Documents for multi-use trail with a pedestrian bridge from Wright Park to Besson Arboretum along Sunnyside Avenue*

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

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Personnel and Reimbursable Rates
- Attachment C: Lump Sum Fee Estimate
- Other:

---

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

- FEE ESTIMATE SHOWN ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
- THE LUMP SUM COST OF CONSULTANT’S DESIGN SERVICES IS **\$271,167.72.**

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

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

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



## **GENERAL CONDITIONS**

### **SECTION I – Services by CONSULTANT**

#### **1.1 Scope of Services**

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

#### **1.2 Fees**

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

### **SECTION II – Payment to CONSULTANT**

#### **2.1 Payment for Personnel Services**

##### **2.1.1 Payment**

Payment for the services rendered by CONSULTANT's personnel shall be based on percent of complete and units complete (acquisition) of services identified in the scope of work.

##### **2.2 Payment Conditions**

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

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

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

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

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

##### **2.3 Independent Contractor**

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

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

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

### **SECTION III – Terms of AGREEMENT**

#### **3.1 Term**

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

#### **3.2 Termination of AGREEMENT**

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

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

#### **3.3 Payment for Work Upon Abandonment or AGREEMENT Termination**

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

#### **3.4 Damages and Injunctive Relief**

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

### **SECTION IV – General Considerations**

#### **4.1 Assignment and Responsibility for Personnel**

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

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

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

**4.2 Insurance**

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

**4.3 Compliance with Law**

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

**4.4 Ownership and Reuse of Documents**

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

**4.4.2** All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect of the PROJECT and CONSULTANT shall retain an ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the PROJECT by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the PROJECT or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing the services herein, and to the condition or availability of the computer data after an accepted period of thirty (30) days from delivery to CLIENT. Any reuse of such material without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

**4.5 Location of Underground Utilities**

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

**4.6 Subsurface Investigations**

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

the CONSULTANT. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from such changes or unanticipated underground conditions.

#### **4.7 CONSULTANT's Personnel at PROJECT Site**

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

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

#### **4.8 Opinions of Cost, Financial Considerations and Schedules**

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

#### **4.9 Disposition of Samples and Equipment**

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

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

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

**4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

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

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

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

**SECTION V – Professional Responsibility**

**5.1 Performance of Services**

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

**5.2 No Special or Consequential Damages**

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

**5.3 Indemnification**

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

**5.4 Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall

not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE**

### **6.1 Confidential Information**

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

Confidential Information will not include information which:

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

### **6.2 Relevancy of Confidential Information**

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

### **6.3 Representatives of CLIENT**

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

### **6.4 Use of Confidential Information**

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

### **6.5 Survival of AGREEMENT and Confidentiality**

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

### **6.6 Return of Confidential Information**

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

**6.7 Forced Disclosure**

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

**6.8 No Conveyance of Confidential Information or Rights Therein**

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

**6.9 Enforcement**

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

**SECTION VII – Miscellaneous**

**7.1 Applicable Law**

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

**7.2 Severability**

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

**7.3 Survival and Further Assurances**

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

**7.4 Headings**

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

**7.5 Successors and Assigns**

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

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

**7.6 Counterparts**

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

**7.7 Time is of the Essence**

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

**7.8 Entire Agreement**

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

**7.9 Amendment and Modification**

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

**7.10 Waiver of Breach**

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

**7.11 Rights not Exclusive to CONSULTANT**

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

**7.12 Notices**

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

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

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

**7.13 Authority**

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

**7.14No Partnership**

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

**SOUTH DODGE CITY TRAIL EXTENSION  
PHASE 1 – DISCOVERY AND DESIGN DEVELOPMENT  
SCOPE OF SERVICES**

**SMH will provide the following scope of services to the City of Dodge City as they relate to Phase 1 of the South Dodge City Trail Extension.**

1. Preliminary alignment selection involving a walk-through of the project site with City staff to determine thoughts on a general alignment for the new trail and bridge, connections to existing trail segments, connections to existing adjacent neighborhoods, parks, schools, and any potential future connection plans which may impact the location of an alignment chosen.
2. Development of a preliminary plan of the preliminary alignment utilizing aerial photography and LiDAR obtained from an sUAV.
3. Stakeholder and project team evaluation of the preliminary alignment, including meetings with the school district.
4. Near final alignment selected based on input, feedback and engineering analysis.
5. Development and selection of bridge alternatives for crossing the Arkansas River. Preliminary analysis of permitting requirements related to crossing the Arkansas River. (See TranSystems Scope of Work)
6. Preliminary right of way and easement strip map and estimated easement acquisition costs.
7. Topographic, boundary, and utility survey from the centerline of the adjacent roadway to generally 25-feet on to the private property side of the right of way. Survey will also include other areas beyond the primary alignment as needed for connections, crossings, and et cetera.
8. Conversion of the survey into a working drawing that can be used for design.
9. Presentation of the preliminary trail alignment to City Commissioners for approval of the alignment chosen prior to further plan development.
10. Bridge Lighting design. (See OSE Scope of Work)

# Dodge City, KS Gunsmoke Trail Extensions

## Scope of Services

The following describes what tasks TranSystems will perform as part of the trail extensions project for the City of Dodge City, Kansas. There are three separate Disciplines, each with outlined tasks. Following these is narrative from our initial meeting discussion the greater scope of the project.

## Hydrology & Hydraulics (TranSystems)

- ~~The City will provide models for hydraulics modeling.~~
- UPDATE (03.09.2023): The City does not have a copy of the latest hydraulic model of the Arkansas River. TranSystems will need to contact KDA to get a copy.
- Complete hydraulic design to determine the appropriate bridge geometry.
- Complete scour analysis to support substructure type and size recommendations.
- Assume a no-rise condition is achieved and complete hydraulic analysis to support a no-rise certification.
- Complete applicable floodplain permits.
- Assume a seepage analysis will not be required as part of the USACE section 408 clearance.

## Environmental (TranSystems)

- Complete standard National Environmental Policy Act (NEPA) documentation required by KDOT for projects with federal funding.
  - Environmental documentation is included to a Categorical Exclusion (CE) level. The standard KDOT CE categories will be evaluated.
  - Any necessary public meeting is assumed to have already occurred.
  - TranSystems will coordinate with KDOT, as needed, to obtain CE approval.
- Complete on-site investigation in support of environmental clearances. Site investigations are limited at this time to delineation of waters of the US and habitat evaluations for clearance under Section 7 of the Endangered Species Act. Observations will be used for any preliminary historic/cultural resources coordination.
  - Coordination of historic resources is assumed to be limited to coordination in the Kansas Review & Compliance portal without the need for a formal evaluation. No below ground historic or cultural resources are anticipated to be present based on the project location in a developed urban environment.
  - TranSystems will complete a field report including analysis of any water resources and species habitat that is located in the project area.
- Acquire authorization under Section 404 and 401 of the Clean Water Act. Section 404 coordination will be conducted through the Kansas City US Army Corps of Engineers (USACE) District Office for regulatory. This project is anticipated to qualify for either a Section 14 Nationwide Permit (NWP) for Linear Transportation or an NWP 42 for Recreational Facilities. Section 401 Clean Water Act Certification is pre-approved for these permit types. TranSystems will document coverage.

- Coordinate with the USACE Tulsa District Office for civil works projects regarding crossing the levee system associated with the Arkansas River. This scope of work covers authorization as a minor alteration of a civil works projects, including application and coordination materials required for that level of clearance.

### Bridge (TranSystems)

- Assume multiple simple-spans, steel truss bridge with a timber deck (designed by others).
- Determine pedestrian bridge layout (TS&L) – substructure locations and sizes, truss/superstructure concept and specifications.
- Develop concept of superstructure type for design specifications.
- Bridge foundation final design only; truss elements and bearings to be designed by others.
- TranSystems will provide loading cases to multiple truss manufacturers and in return receive superstructure loads for substructure units.
- UPDATE (03.09.2023): Truss bearings will be designed by truss manufacturer. TranSystems will perform a design check of the truss bearings and will design the foundation elements appropriately to support the truss and its bearings.
- Geotechnical information will be required – at least one boring at each substructure element (by others)

### Other Project Items (by others)

- Geotechnical information
  - Including one boring at each substructure element
  - Recommendation for foundation type based on soils analysis
- Trail lighting designed by SMH
- Trail lighting on the bridge designed by SMH
- Accent lighting on the bridge designed by SMH

### Future Project Items/Tasks

- Bridge marker foundation design only based on story boards provided by City

### Additional Information and Narrative

The City of Dodge City maintains the levee district for this area. Currently, the Department of Agriculture is updating the mapping in this area and the City is hoping to keep their levee certification after completion of the mapping. The City also noted that there hasn't been significant water flowing in the Arkansas River since the summery of 1995.

We understand funding is provided through KDOT and utilizes federal funds.

We understand the City would like the pedestrian bridge to be a truss bridge that is reminiscent of the old structure or similar to the old Ford County pinned truss that was previously discussed. A bridge marker or a story board may be added at a later date.



TranSystems - Justification of Costs and Fees  
 March 20, 2023

City of Dodge City - Gunsmoke Trail Extensions  
 TranSystems - PROJECT SUMMARY

<b>DESIGN SERVICES</b>	<b>HOURS</b>	<b>SALARY</b>	<b>FEE</b>	<b>EXPENSES</b>	<b>TOTAL</b>
<b>PROJECT MANAGEMENT</b>	94	\$19,213.34	\$2,305.60	\$100.00	\$21,618.94
<b>ENVIRONMENTAL SUPPORT</b>	248	\$25,459.80	\$3,055.18	\$914.08	\$29,429.06
<b>BRIDGE DESIGN &amp; PLANS</b>	1,141	\$149,051.67	\$17,886.20	\$1,201.85	\$168,139.72
<b>SUBTOTAL</b>	<b>1,483</b>	<b>\$193,724.81</b>	<b>\$23,246.98</b>	<b>\$2,215.93</b>	<b>\$219,187.72</b>
<b>SUBCONSULTANTS</b>					
None					
<b>SUBTOTAL SUBCONSULTANTS</b>	<b>0</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PRELIMINARY AND FINAL DESIGN TOTAL</b>	<b>1,483</b>	<b>\$193,724.81</b>	<b>\$23,246.98</b>	<b>\$2,215.93</b>	<b>\$219,187.72</b>



TranSystems - Justification of Costs and Fees  
March 20, 2023

City of Dodge City - Gunsmoke Trail Extensions

**PROJECT MANAGEMENT**

ESTIMATE OF HOURS								
TASK	PIC	PM2	PM1	PE	DSR	TECH	ADMIN	TOTAL
<b>Project Management/Administration</b>								0
Project Management			6					6
Invoicing, Budget updates, Schedule updates			6				12	18
Monthly Project Meetings			6	6				12
Client Meetings	6		6					12
Quality Control	6	20	20					46
								0
								0
<b>TOTAL HOURS - PROJECT MANAGEMENT</b>	12	20	44	6	0	0	12	94
LABOR COSTS								
Category - Description	Rate	Hours	Amount					
PIC - Pricipal in Charge	\$152.42	12	\$1,829.04					
PM2 - Sr. Project Manager	\$82.84	20	\$1,656.80					
PM1 - Project Manager	\$79.25	44	\$3,487.00					
PE - Project Engineer	\$62.73	6	\$376.38					
DSR - Designer	\$41.10	0	\$0.00					
TECH - Technician	\$42.54	0	\$0.00					
ADMIN - Administrative Assistant	\$30.53	12	\$366.36					
		Subtotal	\$7,715.58					
		Overhead	149.02%	\$11,497.76				
		Subtotal	\$19,213.34					
		Fee	12.00%	\$2,305.60				
		Subtotal Labor Costs	<b>\$21,518.94</b>					
EXPENSES								
ITEM	Quantity	Unit	Rate	Amount				
Printing & Mailing	1	each	\$100.00	\$100.00				
Mileage (GSA rate = \$0.655/mile)	0	miles	\$0.655	\$0.00				
Lodging (\$98/night + 20% taxes)	0	nights	\$118.00	\$0.00				
Meals per Diem (\$59/day)	0	days	\$59.00	\$0.00				
Meals per Diem - travel day (75% of rate on travel days)	0	days	\$44.25	\$0.00				
Miscellaneous Expenses	0	--	\$500.00	\$0.00				
		Subtotal Expenses	\$100.00					
		<b>TOTAL COSTS - PROJECT MANAGEMENT</b>	<b>\$21,618.94</b>					





TranSystems - Justification of Costs and Fees

March 20, 2023

0

City of Dodge City - Gunsmoke Trail Extensions

**BRIDGE DESIGN & PLANS**

ESTIMATE OF HOURS								
TASK	PM2	PM1	PE	DE2	DE1	TECH	ADMIN	TOTAL
<b>Conceptual Design Phase</b>								
Design Criteria		2	2		2			6
Data Gathering and processing		2	2	3	8			15
Verify Hydrology			1	1	4			6
Update Existing Conditions Hydraulic Models				2	16			18
Set Up and Review Proposed Conditions Model			2	8	40			50
Truss Research (manufacturers, design types, costs, etc.)			8	48				56
Determine Bridge Spans & Length		2	4		8	16		30
<b>Field Check/TS&amp;L Design Phase</b>								
Design Riprap Scour Countermeasures			2	2	4			8
Field Check Design Tasks (load cases, geometry, sizing, etc.)			8		24	16		48
Select Bridge Foundation Type based on Boring Data			4		12			16
Complete & Submit Bridge TS&L Plans (includes const. cost)		4	6		16	40		66
Field Check Meeting		12	12					24
<b>Final Design Phase</b>								
Prepare No-Rise Certification and Floodplain Permits			4	1	24			29
Timber Deck specifications (design by others)			6	8				14
Design Check of Bearings (non-truss elements)			4	16	24			44
Abutment Design			16	32				48
Pier Design (Assume 6)			24	60				84
Cost Estimates			16	24				40
Quantities			12	24		20		56
Project Specifications & Special Provisions			8	8				16
<b>Design Plans Production</b>								
General Notes and Quantities			2		4	8		14
Contour Map			2		4	8		14
Construction Layout			4		6	12		22
Engineering Geology			1		1	3		5
Details of Abutments			4		15	36		55
Abutment Wings			3		15	24		42
Details of Piers (Assume 6)			16		60	50		126
Abutment Aggregate Drain Details			1		1	2		4
Truss Elevation Details			4		8	20		32
Truss Cross-Section Details			4		8	20		32
Superstructure & Misc. Details			3		8	12		23
Bill of Reinforcing Steel			4		12	12		28
								0
<b>QA/QC Bridge Design Tasks &amp; Plans</b>	50	20						70
<b>TOTAL HOURS - BRIDGE DESIGN &amp; PLANS</b>	50	42	189	237	324	299	0	1,141



TranSystems - Justification of Costs and Fees  
 March 20, 2023  
 0  
 City of Dodge City - Gunsmoke Trail Extensions

**BRIDGE DESIGN & PLANS**

ESTIMATE OF HOURS									
TASK	PM2	PM1	PE	DE2	DE1	TECH	ADMIN	TOTAL	
<b>LABOR COSTS</b>									
Category - Description						Rate	Hours	Amount	
PM2 - Sr. Project Manager						\$82.84	50	\$4,142.00	
PM1 - Project Manager						\$79.25	42	\$3,328.50	
PE - Project Engineer, Structural or Hydraulics & Hydrology						\$69.14	189	\$13,067.46	
DE2 - Design Engineer 2						\$56.04	237	\$13,281.48	
DE1 - Design Engineer 1						\$41.10	324	\$13,316.40	
TECH - Technician						\$42.54	299	\$12,719.46	
ADMIN - Administrative Assistant						\$30.53	0	\$0.00	
							Subtotal	\$59,855.30	
							Overhead 149.02%	\$89,196.37	
							Subtotal	\$149,051.67	
							Fee 12.00%	\$17,886.20	
							Subtotal Labor Costs	<b>\$166,937.87</b>	
<b>EXPENSES</b>									
ITEM						Quantity	Unit	Rate	Amount
Printing & Mailing						0	each	\$100.000	\$0.00
Mileage (GSA rate = \$0.655/mile)						670	miles	\$0.655	\$438.85
Lodging (\$98/night + 20% taxes)						2	nights	\$118.000	\$236.00
Meals per Diem (\$59/day)						0	days	\$59.000	\$0.00
Meals per Diem - travel day (75% of rate on travel days)						4	days	\$44.250	\$177.00
FEMA request for model						1	each	\$350.000	\$350.00
							Subtotal Expenses	\$1,201.85	
							<b>TOTAL COSTS - BRIDGE DESIGN &amp; PLANS</b>	<b>\$168,139.72</b>	



TranSystems - Justification of Costs and Fees  
 March 20, 2023  
 0  
 City of Dodge City - Gunsmoke Trail Extensions

**BRIDGE DESIGN & PLANS**

BASIS OF ESTIMATE			
Description	No. of Spans	Bridge Length	MSE Ret. Walls
	7	550	None
Total	7	550	0
Description			
General Notes, etc.			
Geotech provided by others			
Design Loading - pedestrian and vehicle per the AASHTO Pedestrian Bridge Guidebook			
AASHTO LRFD Design Specifications where applicable			
Truss bearing design performed by truss manufacturer, TranSystems will provide a reasonable design check for conformity			
Field Check meeting on site for two people			
Hydraulic Assessment & Scour Analysis			
Identify FEMA floodplains and floodways			
It is assumed that the FIS and CE model is in digital format and readily available.			
It is assumed that no LOMR or CLOMR will be required.			
Countermeasure design is only associated with the proposed structures.			
No channel realignment is anticipated.			
Stream instability countermeasures are not included in this fee.			
Environmental Permitting and survey is not a part of this fee.			
Any floodplain development permit fee is not included.			
NPDES permits including Erosion Control Plans and SWPPP is not included in this fee.			
Seepage analysis for Section 408 permitting will be performed by others.			



TranSystems - Justification of Costs and Fees  
 March 20, 2023  
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 City of Dodge City - Gunsmoke Trail Extensions

**ENVIRONMENTAL SUPPORT**

ESTIMATE OF HOURS								
TASK	EPM	SC3	SC2	PLN	DSR	TECH	ADMIN	TOTAL
<b>Environmental</b>								
Site Investigations - Preparation and field work		20	28					48
NEPA Categorical Exclusion Documentation		20	60					80
Agency Coordination Including Section 408		8	48					56
404 Permit & 401 Water Quality Certification		16	40					56
QA/QC		8	0					8
<b>TOTAL HOURS - ENV. CLEAR. DOC.</b>	0	72	176	0	0	0	0	248
LABOR COSTS								
Category - Description	Rate	Hours	Amount					
EPM - Environmental Project Manager		0	\$0.00					
SC3 - Scientist III	\$54.00	72	\$3,888.00					
SC2 - Scientist II	\$36.00	176	\$6,336.00					
PLN - Planner		0	\$0.00					
DSR - Designer		0	\$0.00					
TECH - Technician		0	\$0.00					
ADMIN - Administrative Assistant		0	\$0.00					
		Subtotal	\$10,224.00					
		Overhead	149.02%	\$15,235.80				
		Subtotal	\$25,459.80					
		Fee	12.00%	\$3,055.18				
		Subtotal Labor Costs	<b>\$28,514.98</b>					
EXPENSES								
ITEM	Quantity	Unit	Rate	Amount				
Printing & Mailing	0	each	\$100.000	\$0.00				
Mileage (GSA rate = \$0.655/mile)	1 trip, 765 miles round trip	765	miles	\$0.655	\$501.08			
Lodging (\$98/night + 20% taxes)	(2 people, 1 night each)	2	nights	\$118.000	\$236.00			
Meals per Diem (\$59/day)		0	days	\$59.000	\$0.00			
Meals per Diem - travel day (75% of rate on travel days)	(2 people, 2 travel days each)	4	days	\$44.250	\$177.00			
Miscellaneous Expenses		--		\$500.000	\$0.00			
		Subtotal Expenses	\$914.08					
<b>TOTAL COSTS - ENVIRONMENTAL SUPPORT</b>								<b>\$29,429.06</b>





May 15, 2023

Mr. Kurth Lancaster  
SMH Consultants (Client)  
707 3<sup>rd</sup> Avenue, Suite A  
Dodge City, Kansas 67801

Re: Gunsmoke Trail Bridge Lighting  
Dodge City, Kansas

Dear Kurth

Orazem & Scalora Engineering, P.A. (OSE) is pleased to submit this proposal for Electrical Engineering Services for the referenced project. Anticipated scope of our design work is as follows:

1. OSE will design electrical power and lighting systems related to the new bridge over the Arkansas River in Dodge City.
2. Design of electrical systems for the new bridge will include:
  - A. New lighting systems for pedestrian lighting across the bridge only. No additional trail lighting is included in this proposal. The new lighting will be powered from the existing park power infrastructure on the north side of the bridge.
  - B. New accent lighting will also be designed on the bridge only.
3. Design of the following items is not included in this proposal.
  - A. Any HVAC, plumbing or fire protection systems.
  - B. New systems for any buildings.
4. The construction work will be competitively bid.
5. Information provided to OSE by the Client will include:
  - A. AutoCAD demolition and new work construction drawings.

**BASIC SERVICES**

1. Design Phase:
  - A. OSE will provide one site visit to coordinate our design with existing conditions.
  - B. OSE will prepare Construction Documents in accordance with Client-approved criteria. The Construction Documents will include PDF Electrical drawings with written specifications.
  - C. OSE will attend design review meetings in Manhattan or virtually, upon request.
  - D. All design drawings, including Construction Documents, are subject to Client's review and approval. If any drawings fail to comply with the agreed-upon scope listed above, OSE shall revise and correct at its own cost. OSE is not required to make any modification, change and/or revision outside of the above-described scope at its own cost. Issuance of Construction Documents for bidding or code review shall be deemed as Client approval.
2. Bidding Phase:
  - A. OSE attendance at a pre-bid meeting is not included in this proposal.
  - B. OSE will answer Contractor's questions regarding Electrical systems.
  - C. OSE will assist the Client in preparing addenda as necessary.
3. Construction Phase:
  - A. OSE attendance at a pre-construction meeting is not included in this proposal.
  - B. OSE will review equipment submittals for systems designed and specified by OSE.
  - C. OSE will assist with interpretation of the drawings.
  - D. OSE will answer the Clients'/Contractors'/Subcontractors' questions.
  - E. OSE will provide a site visit to observe the construction for general conformance to the Contract Documents. Additional visits will be provided as an Additional Service upon Client request. These site visits are not intended to be an exhaustive check or a detailed inspection of the Contractor's work. They allow OSE to become generally familiar with the work in progress and to determine, in general, if the work is proceeding in accordance with the Construction

Documents. Based on this general observation, OSE shall keep you informed about the progress of the work and shall advise you about observed deficiencies in the work.

**ADDITIONAL SERVICES**

1. The following services are not included in Basic Services, but can be provided upon written authorization, as an additional service:
  - A. Any significant revisions to the documents after Client approval or any work excluded from or not included in this proposal.
  - B. Service related to pursuing LEED certification for this project.
  - C. Detailed evaluation of first cost, operating cost, or life cycle cost of alternate systems or designs.
  - D. Energy studies or models.
  - E. Utilization of Building Information Modeling (BIM) for MEP systems.
  - F. Participation in building Electrical system training.
  - G. Participation in value engineering.
  - H. Travel outside of Manhattan, KS additional to the (2) trips included in Basic Services.
  - I. Preparation of separate bid packages.
  - J. Participation in a project constructability review.
  - K. Services related to systems commissioning.

**COMPENSATION**

1. BASIC SERVICES will be performed for the lump sum fees as follows:

Design Phase Services	\$	5,200.00
Bid Phase Services	\$	500.00
Construction Phase Services	\$	<u>2,500.00</u>
<b>Total Basic Services</b>	<b>\$</b>	<b><u>8,200.00</u></b>

2. ADDITIONAL SERVICES –
  - A. Additional trips to the project sites beyond those included in Basic Services will be provided, upon request, for an additional fee of One-Thousand, Eight-Hundred Dollars (\$1,800.00) per trip.
  - B. Any other authorized Additional Services will be billed on the basis of the hours worked in accordance with our standard rate schedule at the time that the services are provided. Our current standard rate schedule is:

Principal Engineer	\$150.00 to \$205.00 per hour
Staff Engineer	\$110.00 to \$140.00 per hour
Drafting	\$75.00 to \$95.00 per hour
Clerical	\$60.00 to \$75.00 per hour
3. REIMBURSABLE EXPENSES: No reimbursable expenses are anticipated. Any reimbursable expenses authorized by the Client will be billed to the Client our cost plus ten percent.
4. BILLINGS: We propose to invoice for our services on a monthly basis based on the percentage completion of our services, plus any authorized additional services and reimbursable expenses. Payments to OSE shall be within five days of the Owner’s payment to the Client.
5. PROJECT ABANDONED OR SUSPENDED: If the project is suspended for more than three (3) months or abandoned in whole or in part, OSE shall be paid his compensation for services performed prior to receipt of written notice from you of such suspension or abandonment, together with reimbursable expenses then due. If the project is resumed after being suspended for more than three (3) months, OSE's compensation shall be subject to renegotiation.

**FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performance hereunder if such delay or default is caused by conditions beyond its control or any other cause beyond the reasonable control of the party whose performance is affected. For purposes of this agreement, such causes shall include, but not be limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters or acts of God, fires, riots, war or other emergencies, failure of any

government agency to act in a timely manner; or discovery of any hazardous substances or differing site conditions.

#### **PROFESSIONAL LIABILITY INSURANCE**

OSE carries professional liability insurance with limits of \$1,000,000 per claim and \$1,000,000 annual aggregate.

#### **ADDITIONAL TERMS**

1. Pursuant to the scope of Services described herein, OSE shall perform the agreed services, which may include OSE's preparation of design documents, all of which will be subject to Client's review and approval, which will not be unreasonably withheld, and all of which OSE shall perform and prepare within the fee terms described herein. If the Client requests and if same is within the scope of agreed services, OSE shall make the Client's requested revisions to the services and/or design documents, without additional compensation to OSE, such that OSE performs the agreed services and prepares the design documents in accordance with this Agreement.
2. All documents including drawings and specifications prepared or furnished by OSE (and OSE's independent professional associates, subcontractors, and consultants) pursuant to this Agreement are instruments of service in respect of the project and OSE shall retain an ownership and property interest therein whether or not the project is completed. Client is granted a limited license to use said documents solely for the purpose of this project and may take and retain copies for information and reference in connection with the use and occupancy of the Project by Client and others. However, such documents are not intended or represented to be suitable for reuse by Client or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by OSE for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to OSE or to OSE's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including OSE fees arising out of or resulting therefrom. Any such verification or adaptation will entitle OSE to further compensation rates to be agreed upon by Client and OSE.
3. OSE agrees to indemnify and hold Client, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of OSE's negligent acts or negligent omissions.
4. Client agrees to indemnify and hold OSE, its partners, members, directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Client's negligent acts or negligent omissions.
5. OSE shall have the right to include photographic or artistic representations of the design of the Project among the OSE's promotional and professional materials. OSE shall be given reasonable access to the completed Project to make such representations. However, OSE's materials shall not include the Client's confidential or proprietary information if the Client has previously advised OSE in writing of the specific information considered by the Client to be confidential or proprietary. The Client shall provide professional credit for OSE in the Client's promotional materials for the Project. OSE shall provide professional credit for the Client in the OSE's promotional materials for the Project. This clause shall survive the termination of this Agreement unless the Client terminates this Agreement for cause.
6. This Agreement shall be governed and construed in accordance with the laws of the State of Kansas.

#### **EXCLUSIONS**

1. OSE cannot and does not guarantee that bids or actual project construction cost will not vary from opinions of probable cost prepared or expressed by them.
2. OSE shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and shall not be responsible or liable for the Contractor's failure to perform or carry out the work for this part of the project in accordance with the Contract Documents.

If this proposal is acceptable and you wish it to serve as our agreement, please sign one copy and return it to us for our file. We appreciate the opportunity to submit this proposal, and we look forward to working with you on this project and on future projects.

Sincerely,

 **ORAZEM & SCALORA**  
ENGINEERING, P.A.



Bradley K Ross, P.E.

**ACCEPTED BY CLIENT:**

**SMH CONSULTANTS**

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# Fee Estimate

South Dodge Trail  
Dodge City, KS  
Prepared March 10, 2023

SC = Survey Crew  
CT = CADD Technician  
MPLS = Managing Principal Land Surveyor

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

DE = Design Engineer  
LA = Landscape Architecture  
CL = Clerical



	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Expenses	Totals Hours	Total Fee	
	Estimated Hours										170.00												
<b>PART I - DISCOVERY</b>																							
1. Preliminary Alignment selection						24	8	8														40	\$5,600.00
2. Preliminary Plan/Alignment over an aerial							24															24	\$3,000.00
3. Stakeholder & Project Team Evaluation						2		8								\$300.00						10	\$1,300.00
4. 95% Prelim Alignment						2	16	2								\$300.00	\$2,000.00		\$250.00			20	\$2,550.00
5. Bridge Development & Selection (Transystems)																						\$219,187.72	\$219,187.72
6. Prelim ROW & Easement Strip Map & Esmt Acq. Cost						16	8	8								\$2,400.00	\$1,000.00	\$1,000.00				32	\$4,400.00
7. Topo Survey	120		4								\$18,000.00		\$680.00									124	\$18,680.00
8. Survey Conversion		80										\$8,000.00										80	\$8,000.00
9. Present Prelim Trail to City Commission								2											\$250.00			2	\$250.00
10. Bridge Lighting Design (OSE)																						\$8,200.00	\$8,200.00
<b>Totals =</b>	120.00	80.00	4.00	0.00	0.00	44.00	56.00	28.00	0.00		\$18,000.00	\$8,000.00	\$680.00	\$0.00	\$0.00	\$6,600.00	\$7,000.00	\$3,500.00	\$0.00			<b>PART I - DISCOVERY =</b>	<b>\$271,167.72</b>
																						\$227,387.72	332.00

**Fee Estimate = \$271,167.72**



# Memorandum

**To:** Nick Hernandez, City Manager and City Commissioners

**From:** Ray Slattery, PE, Director of Engineering

**Date:** June 19, 2023

**Subject:** Approve Supplemental Work for the Downtown Streetscape & Utility Improvement Project, CA 2003

**Agenda Item:** New Business

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**Purpose:** The purpose of this project is to complete the sidewalk reconstruction along Military Ave. adjacent to the south side of Military Plaza.

**Recommendation:** Approve the supplemental work with Building Solutions to reconstruct the sidewalk and parking lane on Military Ave. in the amount of \$37,301.80.

**Background:** With the Downtown Streetscape Project the sidewalk and parking lanes on the north side of Military Ave. will be reconstructed from Central Ave. to just west of the entrance into the Military Plaza. Reconstruction is shown in the plans to take place on the south side of Military Ave. from Central Ave. to the drive into the City parking lot. After looking at the planned construction limits on both sides of Military Ave., city staff concluded it makes sense to reconstruct the remaining sidewalk and parking lane on the north side of Military Ave. to the same location as the south side. This way, The sidewalk and parking areas on both sides of Military Ave. will be completed to the same point on the street. Also, this will limit the interruption to access into Military Plaza to only this project and not again sometime in the future, i.e. we will not need to come back later and close the Military Ave. access into Military Plaza to finish reconstructing the sidewalk and parking lane. The owner of the Military Plaza has been contacted and is in favor of this additional work. We will also reconstruct a couple panels east of Military Plaza where there has been tree damage to the sidewalk.

**City Commission Options:**

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

**Financial Considerations:**

Amount \$: 37,301.80

Fund: 12230300 442011

Budgeted Expense     Grant     Bonds     Other

**Legal Considerations:** The City is currently under contract with Building Solutions, LLC for the Downtown Streetscape project and the cost of this supplemental work will be added to that contract.

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

**Attachments:** Building Solutions, LLC pricing, original plan sheet of the area, and a drawing that shows the limits of the planned reconstruction and proposed extension.

**Approved for the Agenda by:**

*Ray Slattery, PE*

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**Ray Slattery, Dir. Of Engineering Services**



**City of DC - Streetscape**

**6/1/2023**

**MILITARY PLAZA - EXTRA WORK**

DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT
<b>General Conditions:</b>				
Bond (40 k @ 1.5%)	1	ls	\$600.00	\$600.00
Office/Lab	0.25	mo	\$2,000.00	\$500.00
Utilities	0.25	mo	\$750.00	\$187.50
Copier Rent	0.25	mo	\$400.00	\$100.00
Supervision	0.25	mo	\$10,000.00	\$2,500.00
Administration	0.25	mo	\$2,500.00	\$625.00
Layout	0.25	mo	\$6,000.00	\$1,500.00
Dumpster	0.25	mo	\$750.00	\$187.50
Portable Toilets (2)	0.25	mo	\$300.00	\$75.00
<b>Street Items:</b>				
Remove Stump	1	ea	\$400.00	\$400.00
Rock Excavation	63	cy	\$97.50	\$6,142.50
Compaction (Type B - MR-90)	29	cy	\$9.75	\$282.75
6" Pavement (Non-Reinforced) (Hot Pour - No Wide Cut)	76	sy	\$51.75	\$3,933.00
4" Plain Concrete Sidewalks (Architectural)	1,375	sf	\$6.25	\$8,593.75
Curb & Gutter (All Types)	240	lf	\$26.25	\$6,300.00
Traffic Control	1	ls	\$500.00	\$500.00
Pavement Marking	1	ls	\$850.00	\$850.00
ADA Ramps	1	ea	\$2,115.00	\$2,115.00
Reset Brick pavers at street tie in	20	mh	\$50.00	\$1,000.00

Hard Cost Subtotal: \$36,392.00

Owners Contingency 2.5% \$909.80

**TOTAL ESTIMATE:-----**

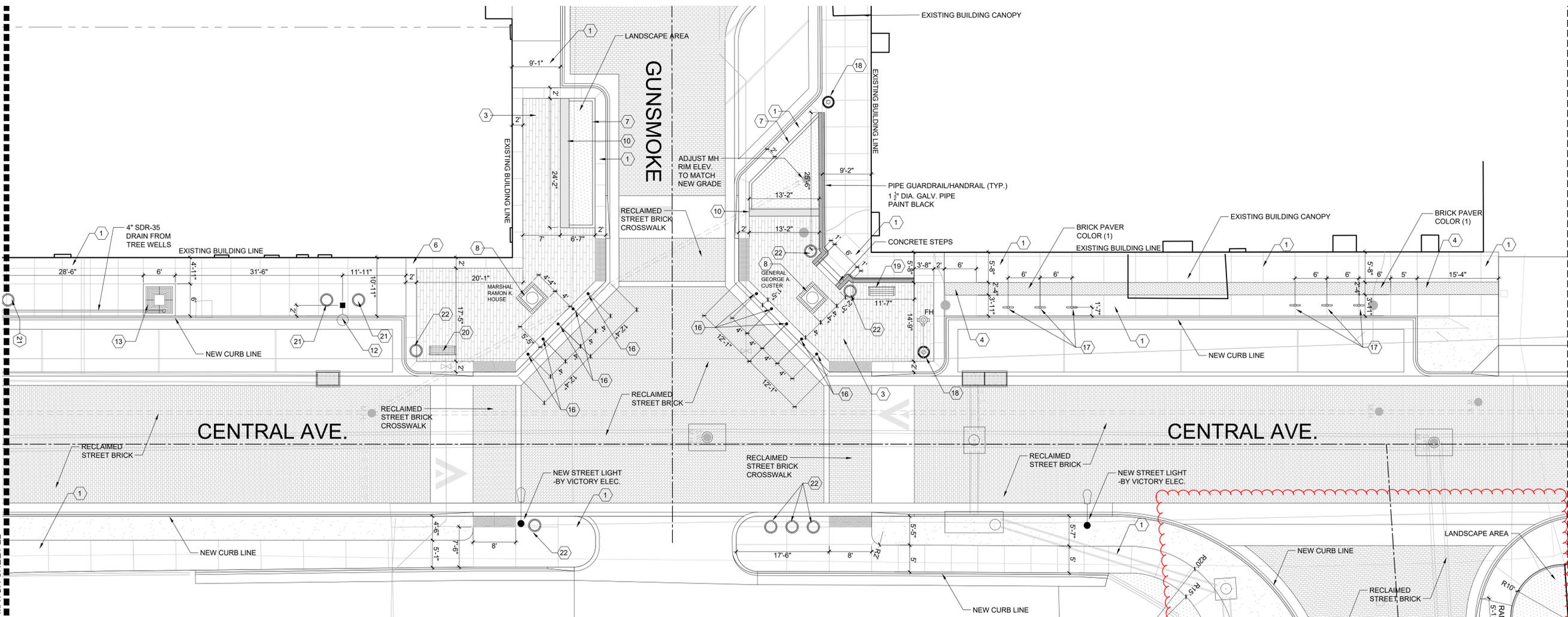
**\$37,301.80**

MATCH SHEET 22

MATCH SHEET 22

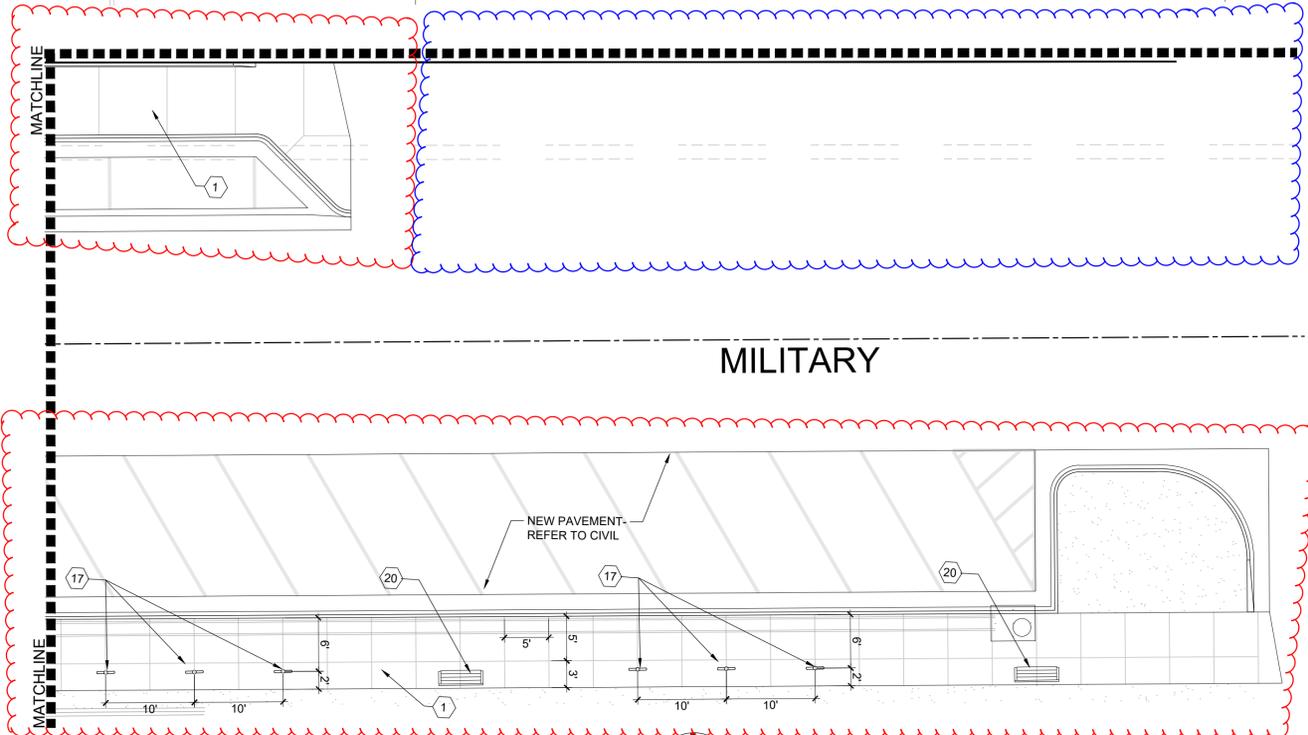
MATCH SHEET 27

MATCH SHEET 27

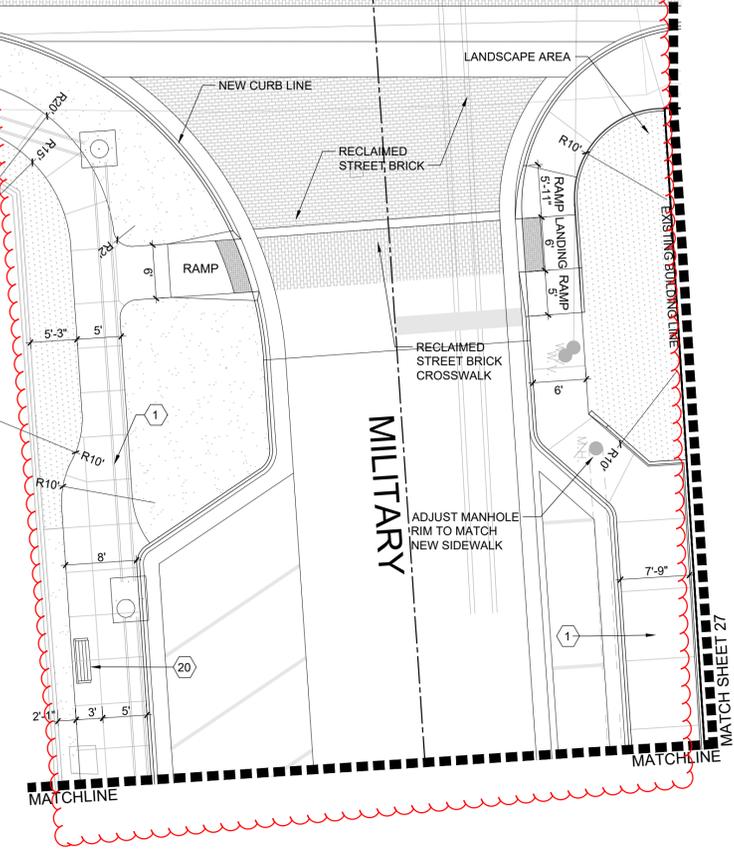
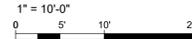


REFERENCE

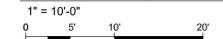
KEY	DESCRIPTION	DETAIL
1	4" PLAIN CONC. PAVING	1/SHEET 29
2	4" COLORED CONCRETE PAVING	2/SHEET 29
3	4" COLORED & STAMPED CONCRETE	2/SHEET 29
4	BRICK PAVERS	4/SHEET 29
5	FIELDSTONE PAVERS	7/SHEET 29
6	CONCRETE BAND	6/SHEET 29
7	6" STAND-UP CURB	8/SHEET 29
8	HISTORIC MEDALLION	4/SHEET 35
9	WASHED RIVER COBBLE	8/SHEET 55
10	CONCRETE SEATWALL	3/SHEET 36
11	LIMESTONE LEDGE WALL	2/SHEET 30
12	LIGHT POLE	REF. ELEC.
13	TREE WELL	1/SHEET 37
14	GATEWAY	1/SHEET 33
15	MONUMENT	3/SHEET 34
16	DECORATIVE BOLLARD	3/SHEET 30
17	BICYCLE RACK	2/SHEET 37
18	TRASH RECEPTACLE	3/SHEET 37
19	BENCH - BACKED	4/SHEET 37
20	BENCH - BACKLESS	5/SHEET 37
21	LARGE WHISKEY BARREL	9/SHEET 60
22	SMALL WHISKEY BARREL	10/SHEET 60
23	CAMPFIRE	1/SHEET 36
24	CONCRETE STEPS	1/SHEET 30
25	ENCLOSURE A	1/SHEET 31
26	ENCLOSURE B	1/SHEET 32
27	WINDMILL	--
28	CHUCK WAGON	--
29	WINDMILL FOUNTAIN	1&2/SHEET 38



HARDSCAPE PLAN



HARDSCAPE PLAN



SUSERS SDATES - \$FILES

IF THIS DRAWING IS LESS THAN 22" X 36" IT IS A REDUCED SIZE DRAWING

**Tran Systems**  
 245 NORTH WACO  
 SUITE 222  
 WICHITA, KANSAS 67202  
 PHONE: 316-303-3000  
 FAX: 316-462-5629

CONSULTANTS:  
**LK ARCHITECTURE, INC.**  
 345 RIVERVIEW  
 SUITE 200  
 WICHITA, KANSAS 67203  
 PHONE: 316-268-0230

CITY OF  
**Dodge City**  
 KANSAS  
 DODGE CITY STREETScape  
 IMPROVEMENTS  
 DODGE CITY, KS

REVISIONS:	MARK	DATE	DESCRIPTION

PROJ NO: 472-85463  
 SCALE: 1" = 10'-0"  
 DATE: 03/28/2022  
 DESIGNED BY: J. Best  
 DRAWN BY: J. Best  
 CHECKED BY: J. Best

SHEET TITLE:  
**HARDSCAPE PLAN**

SHEET NO.  
**26**  
 SHEET 26 OF xshs 287



Included in Project

Additional Sidewalk &  
Parking Lane Work

Pruitt Electric  
Temporarily closed

Central Ave

Central Ave

Central Ave

Central Ave

Military Ave

89