

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, October 7, 2024

7:00 p.m.

MEETING # 5291

CALL TO ORDER

ROLL CALL

INVOCATION BY Aurelia Turrubiates of Templo La Hermosa Assembly

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of the Executive Session Minutes, September 16, 2024.
2. Approval of City Commission Meeting Minutes, September 16, 2024.
3. Approval of Special City Commission Meeting Minutes, September 27, 2024.
4. Appropriation, Ordinance No.22, October 7, 2024.
5. Approve the Purchase Price for the Temporary Construction and Permanent Easements and Accept Donation of a Temporary Construction and Permanent Easement for Gunsmoke/Comanche Street Trail Extension.

ORDINANCES & RESOLUTIONS

Ordinance No. 3819: An Ordinance Establishing No Parking on Hilmar Way from the South Right-of-Way of US 56/283/400, South Approximately Half Mile to the Southern City Limits Along Hilmar Way and Providing Penalties for the Violation of the Provisions of this Ordinance. No Parking along Hilmar Way. Report by Ray Slattery, Director of Engineering.

Ordinance No. 3820: An Ordinance Authorizing the City of Dodge City, Kansas to Issue its Taxable Industrial Revenue Bonds, Series 2024 (Hilmar Cheese Project) for the Purpose of the Acquisition, Construction and Equipping of a Commercial Facility; and Authorizing Other Related Documents and Actions. Report by Nicole May, Finance Director.

Resolution No. 2024-19: A Resolution Approving the Urban Area Boundary (UAB) of the City of Dodge City. Report by Ray Slattery, Director of Engineering.

Resolution No. 2024-20: A Resolution Approving the Urban Functional Classification of the Street System of the City of Dodge City. Report by Ray Slattery, Director of Engineering.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Memorandum of Understanding (MOU) with Boot Hill. Report by Melissa McCoy, Assistant City Manager/Public Affairs.
2. Approve the Memorandum of Understanding (MOU) for the Comanche Trail Agreement with the Dodge City Country Club. Report by Ray Slattery, Director of Engineering and Melissa McCoy, Assistant City Manager/Public Affairs.
3. Approval of the Bid to Paint the Four Backstops at Legends Ballpark. Report by Daniel Cecil, Parks and Facilities Director.
4. Approval of the Bid for Pumps and Motors for the Long Branch Lagoon Filter Building. Report by Daniel Cecil, Parks and Facilities Director.
5. Approval of Consulting Service Agreement for the Discovery Phase of the Rattlesnake Gulch Drainage Basin and Park St. from 14th Avenue to 17th Avenue which is part of the 15th Avenue Development. Report by Ray Slattery, Director of Engineering.
6. Approval of Change Order #4 for 2023 Asphalt Street Reconstruction Project. Report by Tanner Rutschman, City Engineer and Ray Slattery, Director of Engineering Services.
7. Approval of the Proposal for a Columbarium Niche Garden and the Foundation Work for Structure Foundations at the Maple Grove Cemetery. Report by Daniel Cecil, Parks and Facilities Director.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, September 16, 2024

7:00 p.m.

MEETING # 5289

CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Michael Burns, Daniel Pogue reported absent.

INVOCATION BY Pastor Eric O’Neal of Church of the Nazarene

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to revise the agenda removing item number five from new business (approve the memorandum of understanding (MOU) for the Comanche Trail agreement with Dodge City Country Club). Commissioner Michael Burns made a motion to accept the agenda with the changes. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, September 3, 2024.
2. Appropriation, Ordinance No. 20, September 16, 2024.
3. Cereal Malt Beverage License:
 - a. La Hacienda Tacos Y Salsa, 504 Avenue J.

Commissioner Michael Burns made a motion to accept the consent calendar as presented. Commissioner Jeff Reinert seconded the motion. The motion carried 4 - 0

ORDINANCES & RESOLUTIONS

Ordinance No. 3818: An Ordinance authorizing and providing the issuance of General Obligation Bonds Series 2024-A, providing for the levy and collection of an annual tax for the purpose of paying the principal and interest of said bonds was approved on a motion by

Commissioner Michael Burns. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

Resolution No. 2024-17: A Resolution authorizing and directing the issuance, sale and delivery of General Obligation Temporary Notes, Series 2024-1, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax, if necessary for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith was approved on a motion by Commissioner Rick Sowers. Commissioner Jeff Reinert seconded the motion. The motion carried 4-0.

Resolution No. 2024-18: A Resolution that prescribes the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2024-A, of the City of Dodge City, Kansas, previously authorized by Ordinance No. 3818 of the issuer; making certain covenants and agreements to provide for the payment and makes certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith was approved on a motion by Commissioner Michael Burns. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Michael Burns made a motion to approve the 2023 Audit Statement report which was given by John Hendricks of Kennedy McGee & Co. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.
2. Commissioner Michael Burns made a motion to approve the Supplemental Agreement with SMH in the amount of \$166,077.50 for South Dodge Trail Extension from Wright Park to Beeson Arboretum. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.
3. Commissioner Rick Sowers made a motion to approve Consulting Service Agreement with SMH Consultants, P.A. in the amount of \$101,915.00 for the discovery phase of the Soule St. and 6th Avenue corridors with looking at school access improvement on these corridors. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.
4. Commissioner Rick Sowers made a motion to approve the Presbyterian Manors, Inc. Health Care Facilities Revenue Bonds. Commissioner Michael Burns seconded the motion. The motion carried 4 – 0.
5. Removed to a later date: Approval of Memorandum of Understanding (MOU) for the Comanche Trail Agreement with the Dodge City Country Club.
6. Commissioner Jeff Reinert made a motion to approve the purchase of a Bobcat G3ON-7 LP Forklift from Doosan in the amount of \$33,550. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.

7. Commissioner Rick Sowers made a motion to approve the agreement for a Placer.Ai Order Form to acquire “Placer Data” in the amount of \$ 45,712 for a 36-month initial term. Commissioner Jeff Reinert seconded the motion. The motion carried 3 – 1 with Commissioner Sowers voting no.
8. Commissioner Jeff Reinert made a motion to approve of a purchase agreement with Dodge Petroleum in the amount not to exceed \$450,000 for real estate located at 313 S. 2nd Avenue. Commissioner Chuck Taylor seconded the motion. The motion carried 4 – 0.
9. Commissioner Rick Sowers made a motion to table the purchase agreement for real estate located at 619 N. 2nd Avenue to give city attorney more time to view the easement agreements with third parties. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Michael Burns made a motion to adjourn the meeting. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk

CITY COMMISSION EXECUTIVE SESSION MINUTES

City Hall Commission Chambers

806 N. 2nd Avenue

Monday, September 16, 2024

6:00 p.m.

CALL OR ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Michael Burns, Commissioner Daniel Pogue reported absent.

EXECUTIVE SESSION

At 6:03 pm Commissioner Jeff Reinert moved that the City Commission recess into executive session pursuant to the confidential data relating to financial affairs or trade secrets of third party's exception found in K.S.A. 75-4319(b)(4). The justification for closing the meeting is to protect the privacy of the entities to be discussed. The meeting will include Commissioners, Chuck Taylor, Jeff Reinert, Rick Sowers, Michael Burns, City Manager, Nick Hernandez, City Attorney, Paige Gilmore, Greg Jacobson, Stewart Clark.

The open meeting will resume in the City Commissioner chambers in 45 minutes at 6:48 pm. The commission will not take action upon returning to open session and prior to adjournment.

ADJOURNMENT

ATTEST:

Mayor

City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Friday, September 27, 2024

7:30 a.m.

MEETING #5290

CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Rick Sowers, Michael Burns, Daniel Pogue, Commissioner Jeff Reinert reported absent.

PUBLIC HEARING

Mayor Chuck Taylor opened the public hearing on the proposed 2025 City Budget. There were no public comments. Mayor Taylor closed the public hearing.

NEW BUSINESS

1. Commissioner Michael Burns made a motion to approve the City of Dodge City 2025 City Budget. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

ADJOURNMENT

Commissioner Daniel Pogue mad a motion to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering

Date: October 7, 2024

Subject: Approve Payment for Temporary Construction and Permanent Easements and Accept Donation of a Temporary Construction and Permanent Easement for Gunsmoke/Comanche St. Trail Extension, PK 2202

Agenda Item: Consent Calendar

Purpose: The purpose of this is to approve the payment and accept the donation of the temporary construction and permanent easements required for the construction of the Gunsmoke/Comanche St. Trail extension.

Recommendation: Approve the purchase price for the temporary construction and permanent easements along with accepting the donation of temporary construction and permanent easements for the Gunsmoke/Comanche St. Trail extension.

Background: The City needs to acquire several permanent easements and temporary easements for the construction of the Gunsmoke/Comanche St. Trail extension. The City’s agent for the acquisition has been working on acquiring the easements. Appraisals were completed and offers negotiated. The compensation was determined as to meet fair and equitable compensation as outlined in the Uniform Act for Property Acquisition.

City Commission Options:

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

Financial Considerations: The negotiated temporary construction easement offers follow:

Toby Schulte	1872	\$1,025.00
--------------	------	------------

TOTAL	\$1,025.00
--------------	-------------------

Amount \$: 1,025.00

Funds:

Budgeted Expense
 Grant
 Bonds
 Other

Legal Considerations: Proceed with payment easements.

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

Attachments: Contract for the purchase of the Temporary Construction and Permanent Easements and the Agreement of Donating Temporary and Permanent Easements

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CONTRACT FOR PURCHASE OF INTERESTS IN REAL ESTATE

THIS CONTRACT is made and entered into this ____ day of _____ 2024, by and between the City of Dodge City, Kansas, a Municipal Corporation, hereinafter referred to as the "City" and Toby S. Schulte, a single person, hereinafter referred to as "Seller".

WHEREAS, Seller is the owner of a tract of real estate (the "Real Estate"), described, as follows:

A tract of land in Lot 34, Block 3, Haggards Addition Correction, Dodge City, Ford County, Kansas described as follows:

Beginning at the Southeast Corner of Lot 34, Block 3, said Haggards Addition Correction; thence
S 78°04'12" W 3.73 feet; thence
N 11°10'50" W 71.28 feet; thence
S 88°52'21" E 2.88 feet; thence
On a curve to the left with a radius of 1,340.68 feet, an arc distance of 2.96 feet, chord being
S 11°50'21" E W 2.96 feet; thence
S 11°55'48" E 67.66 feet to the point of beginning, containing 232 square feet.
Tim Sloan, PLS 783, June 19, 2024.

AND

A tract of land in Lot 34, Block 3, Haggards Addition Correction, Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is S 78°04'12" W 3.73 feet from the Southeast Corner of Lot 34, Block 3, said Haggards Addition Correction; thence
S 78°04'12" W 1.42 feet; thence
N 14°42'16" W 72.73 feet; thence
S 88°52'21" E 6.03; thence
S 11°10'50" E 71.28 feet to the point of beginning, containing 262 square feet.
Tim Sloan, PLS 783, June 19, 2024.

Subject to easements and restrictions of record.

WHEREAS, Seller desires to sell, and the City desires to purchase a temporary easement (the “Temporary Construction Easement”) over, across, under and through the Real Estate for the purpose of constructing a sidewalk on the street adjacent thereto; and,

WHEREAS, Seller desires to sell, and the City desires to purchase a permanent easement (the “Permanent Easement”) over, across, under and through the Real Estate; and,

NOW THEREFORE, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

1. Seller hereby agrees to sell and the City hereby agrees to purchase the interests in real estate, as set forth above.

2. As consideration for its acquisition of said easement(s), the City shall pay the sum of Five Hundred Fifty (\$1,025.00) rounded. The total purchase price is itemized, as follows: \$95.00 for acquisition of Temporary Construction Easement; and \$429.00 for acquisition of the Permanent Easement; and, \$501.00 for the cost to cure for 2 Plum Trees. The purchase price shall be paid by the City to Seller at closing.

3. This Contract will be closed at the office of the hereinafter named escrow agent, or at such other place as shall be mutually agreed upon by the parties, on or before the 4th day of October, 2024, or as soon thereafter as possible, hereinafter sometimes referred to as the “Closing”, or the “Closing Date”.

4. a. Seller shall execute the Temporary Construction Easement to the City

over, across, under and through the Real Estate. Said easement shall exist for a period of two (2) years from and after the Closing, and shall be for the purpose of use by the City, its representatives, agents, assigns and contractors as a work and safety area, including the right to move, store and remove equipment and supplies, and erect and remove temporary structures on the land and to perform any other work necessary and incidental to the construction of a sidewalk on the adjacent street right of way. The Easement Area to be restored to its condition as of the date of the acquisition. Access to the remaining property may be restricted or closed during portions of the period of the Temporary Easement.

b. Seller shall execute the Permanent Easement to the City over, across, under and through the Real Estate. Said Permanent Easement shall be for the purpose of constructing, reconstructing, maintaining, repairing, inspecting, and using sidewalks. The portion of said easement related to sidewalks shall be for the benefit of the public and the right of pedestrian travel shall be granted to the public over, upon, across, in and through the described tract, as a part of said easement. The term "pedestrian travel" shall include all forms of travel lawfully permitted upon sidewalks.

c. The above mentioned Easements shall be executed by Seller and shall convey said interests to the City free and clear of all encumbrances such that the City's interests shall be superior to all other ownership interests in said Parcels, and shall be deposited with the hereinafter named escrow agent until the City has complied with the terms of this agreement and shall then be delivered to the City. The

City shall be entitled to enjoy the use and benefit of all of said easements upon the Closing of this transaction.

5. The parties agree the City of Dodge City, Kansas shall act as the closing agent, and issue payment to the Seller. The City shall be responsible for the costs of the preparation of this Agreement and the Easement documents and the recording of such documents.

6. The City's obligation to purchase the interests set forth above is contingent upon the City satisfying itself, through an inspection of the title records regarding the real estate involved, or through the issuance of a title policy/commitment at the City's option and cost, that the City will enjoy the rights set forth herein, free and clear of all encumbrances, and superior to any other ownership interest in said Parcels. If the City determines that there are defects in the title, the City shall notify the Seller of such defects and if Seller is unsuccessful in removing such defects within a reasonable time, this agreement shall be determined to be null and void and the parties shall be released from all further obligations hereunder. In the event any of the Parcels are encumbered by a mortgage, or lien, the Escrow Agent is hereby authorized to pay over to the holder of such encumbrance any of the funds due to Seller hereunder, in exchange for a release of said encumbrance. The City shall pay all costs associated with their determination of such status of title.

7. The parties agree that the City is a Municipal Corporation with the power of Eminent Domain, and that the City's acquisition of these interests is under the

threat of Eminent Domain. Further, the parties agree that the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) applies to the City's acquisition of the interests, and that the City complied with the provisions thereof as they relate to the City's acquisition.

8. The parties affirmatively state that neither of them has been represented by a realtor and that no real estate commissions are due to anyone as a result of this transaction.

9. The parties agree that time is of the essence of this agreement. This agreement shall be binding upon the parties, their successors and assigns. No amendment or modification of this agreement shall be binding unless it is in writing, and executed with the same formality as this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands the day and year above written.

SELLER:

BY: 
Toby S. Schulte

PURCHASER:

CITY OF DODGE CITY:

ATTEST:

Mayor

City Clerk

Agreement to Transfer Easements

And

Waiver of Just Compensation

Dodge City, Kansas

Project: Gunsmoke Trail Comanche Extension (#29 TE-0513-01)

Tract Number: 12 – Housing Authority of the City of Dodge City, Kansas

NOW ON THIS 7th DAY OF September, 2024, Housing Authority of the City of Dodge City, Kansas, hereinafter referred to as "Landowner", hereby states that Landowner has been approached by a representative of the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as the "City", who has informed the Landowner of the intent to obtain a permanent easement and temporary work area easement (the "Easement") across certain property (the "Real Estate") owned by the Landowner.

1. Landowner hereby acknowledges that the representative has explained the legal boundaries of said Easements described on Exhibit A attached to this document.

2. The representative of the City has further advised Landowner of its rights under Public Law 91-646, as amended, as follows: a. That Landowner has the right to demand a written appraisal be made of the value of the Easement sought to be acquired and that the Landowner is entitled to receive no less than fair market value as established by the appraisal; and, that, a written appraisal has been made and provided to Landowner; b. That Landowner was advised of the right to accompany the appraiser when the inspection of the property was made; c. That Landowner has the right to a written purchase offer stating the amount of money which the City is offering to pay for the Easement, and Landowner acknowledges receipt of said written offer; d. That Landowner has the right to a written statement of the basis of "just compensation" which explains in detail the basis of the amount offered for the Easement, and Landowner acknowledges receipt of said written statement; e. That Landowner has the right to negotiate with the City for the acquisition of said Easement, and if the Landowner cannot agree with the City on the acquisition of the Easement, Landowner has the right to refuse to convey the easement and the City must institute judicial proceedings to acquire the Easement.

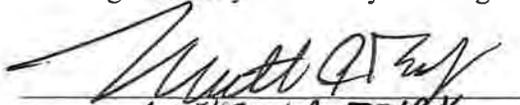
3. The Landowner hereby acknowledges that the rights stated above have been explained in detail by the representative of the City and the Landowner hereby waives those rights and agrees to donate to the City the Easement over the area shown on Exhibit A attached to this document. Landowner further agrees to execute, and deliver to the City a written conveyance of the Easements.

4. The parties agree that the City is a Municipal Corporation with the power of Eminent Domain, and that the City's acquisition of these interests is under the threat of Eminent Domain. Further, the parties agree

that the federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act) applies to the City's acquisition of the interests, and that the City complied with the provisions thereof as they relate to the City's acquisition.

IN WITNESS WHEREOF, Landowner and the City, by their duly authorized representatives have caused this document to be executed this 17th day of September, 2024.

Housing Authority of the City of Dodge City, Kansas



Name: MATTHEW A. BRADY

Title: EXECUTIVE DIRECTOR, DCHP

EXHIBIT A

Description: Permanent Easement

A tract of land in Lot 3, Block 1, Haggards Addition Correction, Dodge City, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 3, Block 1, said Haggards Addition Correction; thence On a curve to the left with a radius of 1,340.68 feet, an arc distance of 302.55 feet, chord being S 5°18'40" E 301.90; thence
N 88°52'21" W 2.88 feet; thence
N 11°10'50" W 91.51 feet; thence
N 22°51'14" W 53.84 feet; thence
N 03°38'24" W 67.59 feet; thence
N 07°49'52" E 44.29 feet; thence
N 13°43'20" E 31.45 feet; thence
N 01°08'10" E 19.38 feet; thence
S 88°52'21" E 4.00 feet to the point of beginning, containing 3,225 square feet.
Tim Sloan, PLS 783, June 19, 2024.

Subject to easements and restrictions of record.

Description: Temporary Construction Easement

A tract of land in Lot 3, Block 1, Haggards Addition Correction, Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 88°52'21" W 4.00 feet from the Northeast Corner of Lot 3, Block 1 of said Haggards Addition Correction; thence
S 01°08'10" W 19.38 feet; thence
S 13°43'20" W 31.45 feet; thence
S 07°49'52" W 44.29 feet; thence
S 03°38'24" E 67.59 feet; thence
S 22°51'14" E 53.84 feet; thence
S 11°10'50" E 91.51 feet; thence
N 88°52'21" W 6.03 feet; thence
N 14°42'16" W 3.70 feet; thence
N 41°48'55" W 18.37 feet; thence
N 01°35'01" W 70.88 feet; thence
N 24°21'23" W 55.41 feet; thence
N 09°39'49" W 77.66 feet; thence
N 15°22'57" E 88.61 feet; thence
S 88°52'21" E 4.49 feet to the point of beginning, containing 2,737 square feet.
Tim Sloan, PLS 783, June 19, 2024.

Subject to easements and restrictions of record.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 7, 2024
Subject: Approval of Ordinance 3819, Installation of No Parking Signs on Hilmar Way
Agenda Item: Ordinances and Resolutions

Purpose: To provide No Parking Signs to provide traffic safety along Hilmar Way within the City Limits.

Recommendation: Approve Ordinance 3819.

Background: Due to the amount of truck traffic predicted on 112 Rd. and Outlaw Rd, the County will be approving an ordinance and signing these roadways to prevent vehicles being parked along the roadways. The County requested the City also approve a No Parking Ordinance and install signs on Hilmar Way so that parking is not allowed on the entire roadway.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A Cost to install No Parking Signs

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Ordinance 3819 and map of Hilmar Way where No Parking Signs will be installed.

Approved for the Agenda by:

Ray Slattery, PE

Name, Title

ORDINANCE NO. 3819

AN ORDINANCE ESTABLISHING NO PARKING ON HILMAR WAY FROM THE SOUTH RIGHT-OF-WAY OF US 56/283/400, SOUTH APPROXIMATELY HALF MILE TO THE SOUTHERN CITY LIMITS ALONG HILMAR WAY AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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

Section 1: Standing, stopping or parking shall be prohibited on the west side of Hilmar Way from the South R/W of US 56/283/400, south approximately half mile to the southern City Limits along Hilmar Way.

Section 2: Any person convicted of the violation of the provisions of this ordinance shall be subject to penalties in accordance with the provisions of Article 20, of the Standard Traffic Ordinance for Kansas cities, prepared and published by the League of Kansas Municipalities Edition 2024, and adopted by the Governing Body of the City of Dodge City, and as set out in Section 14.101 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 7th day of October 2024.

Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: September 30, 2024

Subject: Ordinance No. 3820

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3820

Background: Hilmar Cheese Project is asking the City of Dodge City to issue an amount not to exceed \$300,000,000 in Industrial Revenue Bonds to provide funds to pay the cost of acquiring, constructing, and equipping a cheese plant, including buildings, fixtures, machinery and equipment. The City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act") to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the "Act") for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations.

Previously, the City Commission authorized Resolution No. 2022-26, a resolution of intent to issue the Industrial Revenue Bonds. Ordinance No. 3820 authorizes the City of Dodge City to issued Industrial Revenue Bonds in an amount not to exceed \$300,000,000. It also authorizes the approval of documents including: Trust Indenture; Site Lease Agreement; and a Project Lease Agreement. The Mayor is authorized to execute any documents necessary to complete the transaction.

With the issuance of Industrial Revenue Bonds, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. Hilmar will repay the bonds. Hilmar has requested the issuance of the IRB's for the purpose of receiving a sales tax exemption.

Justification: To promote economic development in Dodge City and allow Hilmar to finance their project with the issuance of Industrial Revenue Bonds.

Financial Considerations: Hilmar will pay all costs involved. Hilmar will receive a sales tax exemption for all materials and equipment purchased for the project.

Purpose/Mission: We value progress, growth and new possibilities.

Legal Considerations: All legal considerations will be met with documents provided by Gilmore & Bell.

Attachments: Ordinance No. 3820

ORDINANCE NO. 3820

**OF THE
CITY OF DODGE CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$300,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(HILMAR CHEESE PROJECT)**

ORDINANCE NO. 3820

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (HILMAR CHEESE PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS HAS FOUND AND DETERMINED:

A. The City of Dodge City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Hilmar Cheese Project) in the aggregate principal amount not to exceed \$300,000,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to HCC Properties LTD., a California limited partnership (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property and Improvements to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will lease the Project to the Tenant in consideration of Basic Rent and other payments;
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to HCC Properties LTD., a California limited partnership (the "Purchaser"); and
- (v) an Agreement for Payment in Lieu of Taxes (the "Agreement for Payment in Lieu of Taxes") with the Tenant, under which the Tenant will make payments in lieu of taxes as provided therein.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2024 Bonds is eligible for

exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of ten (10) years, subject to a payment in lieu of taxes, as more particularly described in the Agreement for Payment in Lieu of Taxes and further subject to an Amended and Restated Hilmar Cheese Development Agreement, both dated July 11, 2022 and executed by the Issuer and the Tenant. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Acquired and Constructed.** The Issuer is authorized to obtain a leasehold interest in the Real Property and Improvements and cause the Project to be acquired, constructed and equipped in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Dodge City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Hilmar Cheese Project)" in the aggregate principal amount not to exceed \$300,000,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2024 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer, and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and Improvements and lease the Project to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2024 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's

absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2024 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for ten (10) years, commencing in the calendar year after the calendar year in which the Series 2024 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer and Tenant have entered into the Agreement for Payment in Lieu of Taxes, dated July 11, 2022.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges its leasehold interest in the Project and the net rentals generated under the Project Lease to the payment of the Series 2024 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2024 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2024 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on October 7, 2024 and **SIGNED** by the Mayor.

(SEAL)

Mayor

ATTEST:

City Clerk

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. _____ of the City of Dodge City, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective dates stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS
HELD ON OCTOBER 7, 2024**

The governing body of the City of Dodge City, Kansas met in regular session at the usual meeting place in the city, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented for passage an Ordinance entitled:

**AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO
ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (HILMAR
CHEESE PROJECT) FOR THE PURPOSE OF THE ACQUISITION,
CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND
AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.**

Thereupon, Commissioner _____ moved that the Ordinance be passed. The motion was seconded by Commissioner _____. The Ordinance was duly read and considered, and upon being put, the motion for the passage of the Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye:

Nay:

Thereupon, the Mayor declared the Ordinance duly passed and the Ordinance was then duly numbered Ordinance No _____ and was signed by the Mayor and the signature attested by the City Clerk.

(Other Proceedings)

CERTIFICATE

I certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Dodge City, Kansas held on the date stated therein, and that the official minutes of the proceedings are on file in my office.

[SEAL]

City Clerk

(Published in *The Dodge City Globe* on October 12, 2024)

SUMMARY OF ORDINANCE NO. 3820

On October 7, 2024, the governing body of the City of Dodge City, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (HILMAR CHEESE PROJECT) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

The Ordinance authorizes the Issuer to issue its Taxable Industrial Revenue Bonds, Series 2024 (Hilmar Cheese Project) in the aggregate principal amount not to exceed \$300,000,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project"), as more fully described in the Indenture, the Site Lease and the Project Lease authorized by the Ordinance. The Project will be leased by the Issuer to HCC Properties LTD., a California limited partnership. In connection with the issuance of the Series 2024 Bonds, the Issuer approves a ten (10) year exemption from ad valorem property taxes for the Project.

A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, City Hall, 806 2nd Avenue, P.O. Box 880, Dodge City, Kansas 67801. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.dodgecity.org.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: October 7, 2024.

City Attorney



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: October 7, 2024

Subject: Approval of Resolutions 2024-19 & 2024-20, Resolutions Approving the Urban Area Boundary (UAB) and the Urban Functional Classification (UFC) of the Street System of the City of Dodge City

Agenda Item: Ordinances and Resolutions

Purpose: To update the UAB and UFC for the City of Dodge City and send such Resolutions to KDOT for compliance with FHWA.

Recommendation: Approve Resolutions 2024-19 & 2024-20.

Background: Beginning with the Federal-Aid Highway Act of 1973 there has been a legislative requirement to maintain a Functional Classification Systems of roadways on the Federal-aid highway system. Although changes have taken place since the 1973 Act, the requirement to classify roads to access federal funding remains in effect. Related to this, urban and rural funding differences are based in urban definitions from the Census, which can change every 10 years.

Since the Census has released urban definitions, it is time to review and update the UAB and the 5-to-10-year future UFC roadway system within the City. Since Federal Funding generally comes to the Cities through KDOT, KDOT has initiated the changes to the UAB and UFC by reaching out to City Staff and determining changes that needed to be made to the each.

The UAB map attached to Resolution 2024-19 shows the current UAB, Gray Shaded Area, and the proposed UAB, outlined with the orange dashed line. This Resolution will approve the addition of the areas outside the gray shade to the UAB. These include the areas of DCRP, Western State Bank Expo, Hilmar Cheese, the area between US 283 and Hilmar Cheese, and the Iron Flats Development.

There have been no changes to the UFC, however Resolution 2024-20 still needs to be approved to indicate the functional classification of the roads shown in the UAB map are correct, which they are.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

Mission/Values: City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Resolution 2024-19 & UAB Map and Description
Resolution 2024-20 & Classification Change Spreadsheet

Approved for the Agenda by:

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

Name, Title

RESOLUTION NO. 2024-19

**A RESOLUTION APPROVING THE URBAN AREA BOUNDARY (UAB) OF
THE CITY OF DODGE CITY**

WHEREAS, the City of Dodge City, Kansas, is required to determine and submit for approval the location of the urban boundary lines for the City of Dodge City, Kansas.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, that in compliance with this requirement and in cooperation with the local county officials, this signed document accomplished by a signed copy of the map of the City of Dodge City, Kansas indicating the proposed location of the UAB lines is hereby submitted for review and approval.

ADOPTED by the City Commission this 7th day of October, 2024.

APPROVED AND SIGNED by the Mayor this 7th day of October, 2024.

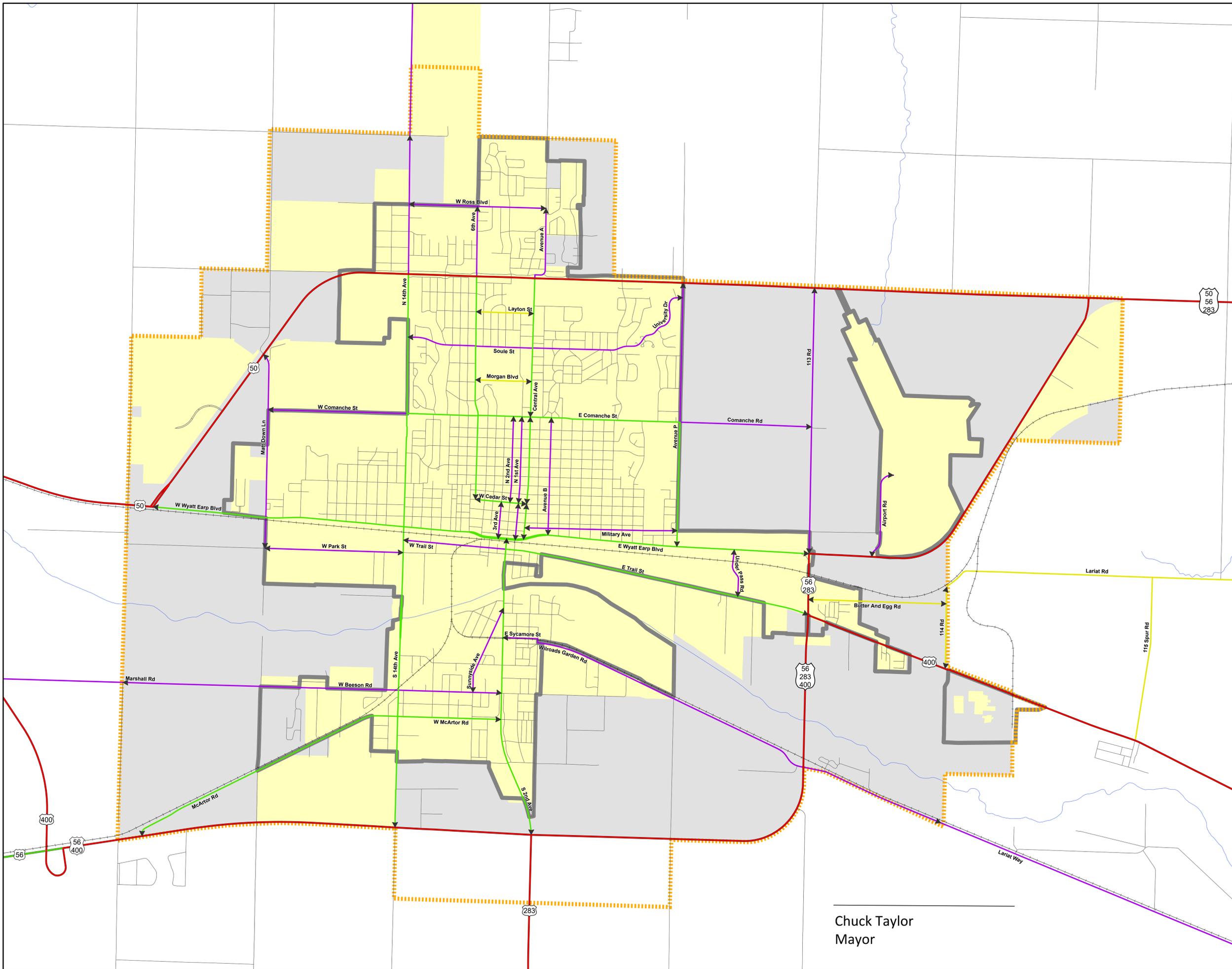
CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor
Mayor

(SEAL)

ATTEST:

By: _____
Connie Marquez
City Clerk



- HIGHWAY MARKERS**
- Interstate Numbered Highway
 - Kansas Turnpike Authority
 - U.S. Numbered Highway
 - State Numbered Highway

- FUNCTIONAL CLASSIFICATION**
5 - 10 YEAR FUTURE
- Present State Functional Classification**
- Interstate
 - Principal Arterial Other
 - Principal Arterial Other
 - Minor Arterial
 - Major Collector
 - Minor Collector
 - Local
- Functional Classification Resolutions**
- Interstate
 - Principal Arterial Other
 - Principal Arterial Other
 - Minor Arterial
 - Major Collector
 - Minor Collector

- BOUNDARIES**
- 2020 Census Urbanized Area
 - Proposed Urban Boundary
 - Urban Boundary
 - City Limit

FUNCTIONAL CLASSIFICATION APPROVAL

CITY APPROVAL: _____

F.H.W.A. APPROVAL: _____

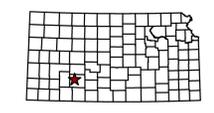
F.H.W.A. URBAN AREA BOUNDARY APPROVAL

CITY APPROVAL: _____

F.H.W.A. APPROVAL: _____

CITY OF
Dodge City
 PREPARED BY THE
KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF TRANSPORTATION PLANNING
 IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

8/23/2024



KDOT makes no warranties, guarantees, or representations for accuracy of this information and assumes no liability for errors or omissions.

 Chuck Taylor
 Mayor

Description of Dodge City Proposed 2020 Urban Area Boundary:

Beginning at US-56 and 108 Rd;
head north along the 108 Rd alignment,
which is the west line of Section 9, T27S, R25W;
to the center of the west line of Section 21, T26S, R25W;
then east to the section center, which is Brock Rd;
then north along Brock and continuing on that alignment to Frontview St;
then east on Frontview to Matt Down Rd;
then north on Matt Down to Iron Rd;
then east on Iron to 110 Rd;
then north on 110 to the E/W center line of Section 11, T26S, R25W;
then east through the section center to the center of this same section;
from this point, head south back to Iron Rd;
then east along Iron to the center of the north line of Section 13, T26S,
R25W;
then south through the section center to Frontview St;
then east on Frontview to 112 Rd;
then south on 112 to US-50;
then east along US-50 to the NE 1/4 corner of the NW 1/4
of the NW 1/4 of Section 22, T26S, R24W,
or approximately 1/4 mile east of the west US-56 junction;
then south to the south line of that section;
then west along the section line to US-56;
then southwesterly along US-56 to the west line of Section 28, T26S, R24W;
then south on that section line, which becomes 114 Rd south of the railroad
tracks;
continuing south along 114 to US-400;
then southeasterly on US-400 to the railroad crossing,
which is east of the Cargill facility;
continuing southeasterly to the beginning of Fort Dodge Rd,
including the power plant approximately 1/3mi east from the railbed;
then southerly on Fort Dodge to the center of Section 4, T27S, R24W;
then west to the west line of that section, which is 114 Rd;
then south to Lariat Way at a field entrance with a primitive railroad
crossing;
then northwesterly along Lariat to US-56;
then south and west along US-56 to Hilmar Way/112 Rd,
which is the east line of Section 12, T27S, R25W;
then south on Hilmar to the E/W center line of this section;
then head west through the section center to 110 Rd;
then north along 110 to US-56;
then west along US-56 to 108 Rd, which is the point of beginning.

Chuck Taylor

Mayor

RESOLUTION NO. 2024-20

**A RESOLUTION APPROVING THE URBAN FUNCTIONAL
CLASSIFICATION OF THE STREET SYSTEM OF THE
CITY OF DODGE CITY**

WHEREAS, the City of Dodge City, Kansas, has reviewed the functional classification of streets located within the urban boundary, and

WHEREAS, the City of Dodge City, Kansas, is aware that those streets classified as Minor Collectors and above are eligible for federal STP funding,

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, that the functional classification of streets inside the urban boundary is approved as indicated on the attached, signed map.

ADOPTED by the City Commission this 7th day of October, 2024.

APPROVED AND SIGNED by the Mayor this 7th day of October, 2024.

CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor
Mayor

(SEAL)

ATTEST:

By: _____
Connie Marquez
City Clerk

Proposed Urban Area and County Functional Classification Changes for
Dodge City and Ford County

Proposed Urban Functional Classification Changes - Dodge City

ChgID	RoadName	StartingIntersection	EndingIntersection	CurrentFunClass	ProposedFunClass	Miles	Justification
-------	----------	----------------------	--------------------	-----------------	------------------	-------	---------------

No Changes Made

Chuck Taylor
Mayor

Proposed County Functional Classification Changes - Ford County

ChgID	RoadName	StartingIntersection	EndingIntersection	CurrentFunClass	ProposedFunClass	Miles	Justification
-------	----------	----------------------	--------------------	-----------------	------------------	-------	---------------

No Changes Made



Memorandum

To: Nickolaus J. Hernandez, City Manager and City Commission
From: Melissa R. McCoy, Assistant City Manager/Public Affairs
Date: October 7, 2024
Subject: Approval of Boot Hill Museum Memorandum of Understanding
Agenda Item: New Business

Purpose: The funding generated from the additional 2% guest tax has provided essential economic stability for the Museum for operations and deferred maintenance. Since this tax has been passed, Boot Hill Museum has been able to address deferred maintenance needs and stabilize their operations.

Recommendation: City staff recommends approval of the revised Memorandum of Understanding (MOU) with Boot Hill Museum (“Museum”).

Background: The Commission previously recognized that Boot Hill Museum is an anchor for the tourism industry in our community and therefore has a significant impact on the City’s economic growth. On April 1st, 2013, the Commission approved passage of Ordinance No. 37 and Resolution 2013-11 which raised the Transient Guest Tax 2% to provide an alternative source of funding for the Museum to make needed repairs, restorations, improvements and support operations.

At that time the City and Boot Hill Museum entered a memorandum of understanding (MOU) to utilize the additional Transient Guest Tax funds for that purpose. The initial MOU expired in July of 2018 and was renewed for an additional three years. The MOU approved in 2021 expired in 2024. The attached document continues the prior arrangement for another three years with some minor modifications. The funds under this agreement will be dedicated to deferred maintenance, operations, and brand ambassadors personal appearances.

Under this MOU, Boot Hill Museum is required to provide the City with an updated annual budget, updated five-year strategic plan, number of visitors report, audited financials and the number of personal appearances by the brand ambassador (s). The City Manager or his designee will serve as a voting member of the board of directors. Failure to comply with the requirements in the MOU may result in the loss of tax proceeds to the museum.

MOU Modifications include:

- Page 3 Section 7 Brand Ambassador (s) - The City may adjust funds if the required number of appearances are not met except when the City does not request the minimum number of appearances.
- Page 2 Section 12b Traveling Exhibits-The Museum shall feature a minimum of two external traveling exhibits and one internal rotating exhibit.
Page 2 Section 12c - The date to review the traveling exhibits for the next year was moved to July 1 instead of March 1 to align better with the Museum's fiscal year.
- Page 4 Section 13- Meeting requirements with the Museum and the City were changed to annually from quarterly to review the Museum's budget and strategic plan since the City has a designee that attends monthly board meetings.

City Commission Options:

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

Financial Considerations: With this agreement, the City will continue to dedicate not more than \$200,000 of the additional 2% Guest tax collected to the Museum. Any receipts over the \$200,000 are retained by the City and may be reallocated to another tourism-related activity.

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

Legal Considerations: The City Attorney and Boot Hill Museum Board of Directors have both reviewed and approved the attached MOU.

Attachments: Memorandum of Understanding

Approved for the Agenda by:



Melissa R. McCoy, Assistant City Manager

October 3, 2024

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

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

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

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

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

WHEREAS, the **CITY** increased the collection of Transient Guest Tax (the “**Tax**”) from six percent (6%) to eight percent (8%) as authorized by Charter Ordinance No. 37 and Resolution No. 2013-11; and,

WHEREAS, the **CITY** has agreed to provide from the **Tax** a supplemental revenue to the **MUSEUM** to assist with defined expenses; and,

WHEREAS, the **CITY** believes that the proposed expenditure of all, or a portion of, the two percent (2%) increase in the **Tax** is within the purpose and intent of the imposition of the **Tax** in accordance with State statutes.

NOW, THEREFORE, on this ____ day of _____, 20____, the Parties do hereby enter into this **MEMORANDUM** as evidence of their good faith, desire, and intent to utilize a portion of the **Tax** to assist with the operation, maintenance, and development of the **MUSEUM**. This Agreement shall be for a term of three (3) years and shall automatically renew after the initial three-year term for subsequent one (1) year term each subsequent year unless a Party provides notice of intent to amend, extend, or terminate pursuant to section twenty-one (21) herein

October 3, 2024

THE CITY AGREES TO:

1. Recommence a separate fund for purposes of this MEMORANDUM called the Tourism Restoration Account (the "Account") into which an amount equal to twenty-five percent (25%) of the CITY's total eight percent (8%) Transient Guest Tax (the "Tax") collected by the State from outside the Heritage Area, as defined and described in City of Dodge City 2012 Ordinance No. 3512, or any subsequent City Ordinance re-defining "Heritage Area" which may exist before or after execution of this Agreement, less the State's administrative fee and returned to the CITY in quarterly payments, shall be deposited.
2. Provide the balance of the Account to the MUSEUM at least forty-five (45) days after the collection of the Tax by the CITY from the State of Kansas, as long as appropriate documentation indicating the continuing need is received by the City Manager prior to distribution, and as long as the annual allocation does not exceed two hundred thousand dollars (\$200,000.00).
3. Prevent the reallocation of the initial two hundred thousand dollars (\$200,000.00) of the annual contributions to the Account for other purposes, except in the case of temporary and/or emergency situations and only following discussion with the President of the MUSEUM's Board.
4. To use the funds in excess of \$200,000 in the Account for other attractions or other tourism-related projects.
5. Be responsible to fund all reasonable travel related expenses, not including wages and benefits, required by a designated Brand Ambassador or Brand Ambassadors for all events a designated Brand Ambassador or Brand Ambassadors attend as requested by and on behalf of the CITY. Travel expense reimbursement will occur in conformance with the CITY's travel reimbursement policy.

THE MUSEUM AGREES TO:

6. Provide to the City Manager, on an annual basis within sixty (60) days of the end of the MUSEUM's fiscal year, and prior to distribution of any funds:
 - a. an updated annual budget;
 - b. an updated five (5) year strategic plan, which includes current maintenance projects and deferred maintenance projects accompanied by a list of grant programs and fundraising programs that are being pursued to acquire additional sources of funding;
 - c. a report on the number of visitors to the MUSEUM during the fiscal year, including their point of origin; and
 - d. current audited financials.

October 3, 2024

7. Provide the CITY with the personal appearance of a designated Brand Ambassador or Brand Ambassadors at a minimum of six (6) trade shows, Dodge City Night in Topeka, and at least twenty-four (24) other local events throughout each calendar year. The CITY will provide at least a two (2) month notice for all trade shows or events requiring travel outside of the CITY. The CITY will make every attempt to provide at least one (1) week notice for local utilization of the Brand Ambassador(s). However, the Parties agree some activities do arise spontaneously and if the Brand Ambassador(s) is readily available, permission shall not be unreasonably withheld. If the personal appearances by Brand Ambassador(s) do not meet the requirements as set forth above, then the Parties agree that funds from the Account may be adjusted accordingly during the next calendar year at the CITY's discretion, except when the CITY does not request the minimum number of Brand Ambassador appearances within a single fiscal year, in which case, funds from the Account shall not be adjusted without mutual consent of the Parties
8. Utilize not less than fifty thousand dollars (\$50,000.00) of the Account per year to fund deferred maintenance expenses as outlined in the five (5) year strategic plan referenced in paragraph 6.b above. Allowable costs would include any expense related to deferred maintenance except for staff wages. An itemized list of completed deferred maintenance items shall be provided annually with a list of actual costs for the completion of such deferred maintenance.
9. Utilize no more than one hundred fifty thousand dollars (\$150,000.00) of the Account to subsidize the funding of the general operational expenses of the Museum. If said subsidy is not needed in any of those five years, the Account funds shall be applied to the deferred maintenance items in accordance with the Strategic Plan referred to in paragraph 6.b above.
10. Allocate not more than forty thousand dollars (\$40,000.00) of the operational funds to the wages for a designated Brand Ambassador or Ambassadors. Different Brand Ambassadors may be utilized with prior approval by the CITY.
11. The MUSEUM shall appoint the City Manager or his designee as a voting member of the Boot Hill Board of Directors.
12. Traveling Exhibits:
 - a. For purposes of this Section 12 and this entire Agreement, the following definitions shall apply:
 - i. "External Traveling Exhibit" shall mean a temporary exhibit procured and displayed by the MUSEUM which originates outside of the MUSEUM's existing collection. Such exhibits are assembled and provided by a third-party source, and the MUSEUM agrees to host these exhibits for a pre-determined period for viewing by the

October 3, 2024

public. These exhibits must offer educational, cultural, historical, or scientific value compatible with the MUSEUM's mission and should be distinct from the exhibits routinely displayed from the MUSEUM's permanent collection.

- ii. "Internal Rotating Exhibit" shall mean an exhibit that is temporarily featured in the MUSEUM's traveling/temporary exhibit space and is comprised of items from the MUSEUM's own collection. These exhibits are not permanent features and should be scheduled to provide variety and maintain the MUSEUM's dynamic engagement with its audience.
- b. The MUSEUM shall exert diligent efforts to procure and feature a minimum of two (2) External Traveling Exhibits and one Internal Rotating Exhibit within the traveling/temporary exhibit space each calendar year. The Parties agree "diligent efforts" shall mean contacting a minimum of three (3) distinct sources for potential exhibits, documented by the MUSEUM.
- c. Annually, no later than July 1, the Parties shall convene to review and appraise the MUSEUM's exhibit schedule for the subsequent calendar year. At this juncture, the MUSEUM is obligated to present preliminary contracts or written commitments for the expediently foreseen traveling exhibits.
- d. In instances where the MUSEUM fails to meet the quota described in 12.b herein, the MUSEUM will provide to the CITY a written report identifying the factors that prevented full compliance with this section twelve (12). This written report should include outreach attempts, responses received, and any impediments encountered, underscoring the MUSEUM's commitment to this clause.
- e. A failure by the MUSEUM to host the designated number of External Traveling Exhibits in two (2) consecutive years will grant the CITY the prerogative to terminate this MEMORANDUM and prompt a renegotiation of terms for a substitute Memorandum of Understanding. The MUSEUM's failure under this sub-section shall be considered a material breach of this Agreement.
- f. The PARTIES will remain cognizant of the MUSEUM's mission as exhibits are scheduled from year to year to not unnecessarily jeopardize the tax status of the MUSEUM.

THE PARTIES AGREE:

13. To meet annually to review the MUSEUM's Budget and Strategic Plan for maintenance and improvements. At this annual meeting the MUSEUM will provide an accounting of all Brand Ambassador(s) appearances to date for the year.

October 3, 2024

14. Additional Brand Ambassador(s) appearances for other entities will be covered under this MOU with prior approval of the City Manager.
15. That if all or a portion of the Account is no longer needed to support the MUSEUM, the funds in the Account will be reallocated to other tourism entities or activities.
16. To use good faith efforts in working together to accomplish the purpose and intent of this MEMORANDUM.
17. To maintain an open line of communication regarding the needs and uses of the Account and remain willing to share detailed information about the CITY's collection and disbursement of the Account and the MUSEUM's utilization of the Account.
18. In the event the Account distribution is less than two hundred thousand dollars (\$200,000.00) annually the MUSEUM and City Manager will agree to a proration of the expenditures set out above in sections eight (8), nine (9), and ten (10).
19. To reevaluate the allocation of the Account at the end of the initial three (3) year term and the end of each subsequent one (1) year term thereafter to refine: the total allocation, Brand Ambassador allocation, deferred maintenance allocation, and the necessity of the continuation of the distribution to the MUSEUM.
20. That any disagreements regarding this MEMORANDUM will be discussed immediately between the City Manager and the President of the MUSEUM's Board before the City Manager makes a final determination.
21. Amendment and Termination: This MEMORANDUM may be amended only by mutual written consent of both the MUSEUM's Board and the City Commission. Either party may seek to terminate this MEMORANDUM; however, to ensure adequate transition and avoid undue disruption, the party seeking termination must provide the other party with written notice of its intent to terminate at least ninety (90) days in advance of the proposed termination date. During this notice period, the parties agree to engage in good faith negotiations to address any outstanding concerns and to explore potential remedial actions. Should these negotiations fail to result in an amendment that is acceptable to both parties, this Agreement shall terminate at the end of the notice period. Upon termination, the MUSEUM shall fulfill any obligations that were scheduled to occur during the notice period. Notwithstanding the foregoing, the City reserves the right to terminate this Agreement immediately in the event of a material breach by the MUSEUM or if continued performance of the obligations enumerated herein would place the City in violation of state or federal law.
22. Notwithstanding anything contained in the MEMORANDUM to the contrary, it is understood and agreed by the parties hereto that CITY is obligated only to pay under the MEMORANDUM as may lawfully be paid from funds budgeted and

October 3, 2024

appropriated for such purpose during the CITY's then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should CITY fail to budget, appropriate or otherwise make available funds for payments due under the MEMORANDUM in any budget year, the MEMORANDUM shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the CITY of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. CITY agrees to notify MUSEUM of such termination, which shall not constitute a default under the MEMORANDUM, at least sixty (60) days prior to the end of the CITY's then current budget year.

23. In dealings under this agreement the MUSEUM agrees to comply with the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and the applicable provisions of the Americans with Disabilities Act and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position.
24. This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Ford County, Kansas.
25. The MUSEUM shall not assign, transfer, delegate, or subcontract any of its rights or obligations under this Memorandum of Understanding without the prior written consent of the CITY. Any purported assignment or transfer in violation of this section shall be null and void.
26. Failure by the MUSEUM to comply with the requirements of this MEMORANDUM may result in the loss of the Tax proceeds as provided in this MEMORANDUM.

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

CITY OF DODGE CITY, KANSAS
a Municipal Corporation

October 3, 2024

by: _____
Chuck Taylor, Mayor

ATTEST:

by: _____
Connie Marquez, City Clerk

DATED this ____ day of _____, 2024.

Boot Hill Museum, Inc.

by:  _____
Jessica Rabe, President

DATED this 03 day of October, 2024.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering & Melissa McCoy, Assistant City Manager
Date: October 7, 2024
Subject: Approve the Memorandum of Understanding for the Comanche Trail Agreement with the Dodge City Country Club
Agenda Item: New Business

Purpose: To acquire a recreational easement from the Dodge City Country Club required for the construction of the Gunsmoke/Comanche St. Trail extension.

Recommendation: Approve the Memorandum of Understanding (MOU) of the Comanche Trail Agreement with the Dodge City Country Club.

Background: The City Commission previously approved Resolution 2022-15 for the KDOT Transportation Alternative grant to develop the Comanche extension to expand the existing walking trails from 1st Avenue and Comanche east to Avenue K. KDOT’s share of the project was set at \$872,776. However, we have been notified that KDOT will be able to increase that funding amount and will be responsible for 80% of the project cost even if it is greater than the \$827,776.00. At the time of the application the City’s match for this project was \$216,942.00.

In order to construct the Gunsmoke/Comanche St. Pedestrian/ Bicycle Trail extension, the City needs to acquire a recreational easement from the Dodge City Country Club (DCCC) for the trail. Due to the construction of the trail and how it will affect the grounds, the MOU agreement includes costs of sprinkler replacement, removal of existing trees and replacement trees, and the relocation of a section of the golf cart path near tee box 12 and green 16. The City will also provide signage to inform pedestrians of the risk of golf balls in the area. Included in the trail project construction, the Club House and Maintenance Shop drives off Comanche St. will be reconstructed. The drainage flume near Ave. E and Comanche St. will also be reconstructed as these are all affected by the trail crossing.

City Commission Options:

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

Financial Considerations: Bids were acquired to determine the cost of the improvements which include:

Sprinkler Replacement	\$9,000.00
Golf Cart Path	\$22,000.00
Hole 16 Landscaping	\$10,000.00
Split Rail Fence	<u>\$17,801.00</u>
TOTAL	\$58,801.00

Funds: 46630300 442001

Budgeted Expense Grant Bonds Other

Legal Considerations: The City Attorney developed the agreement and reviewed and approved all changes. City Staff and the City Attorney have met with the Dodge City Country Club Board of Directors, and they have approved the terms of this agreement.

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

Attachments:

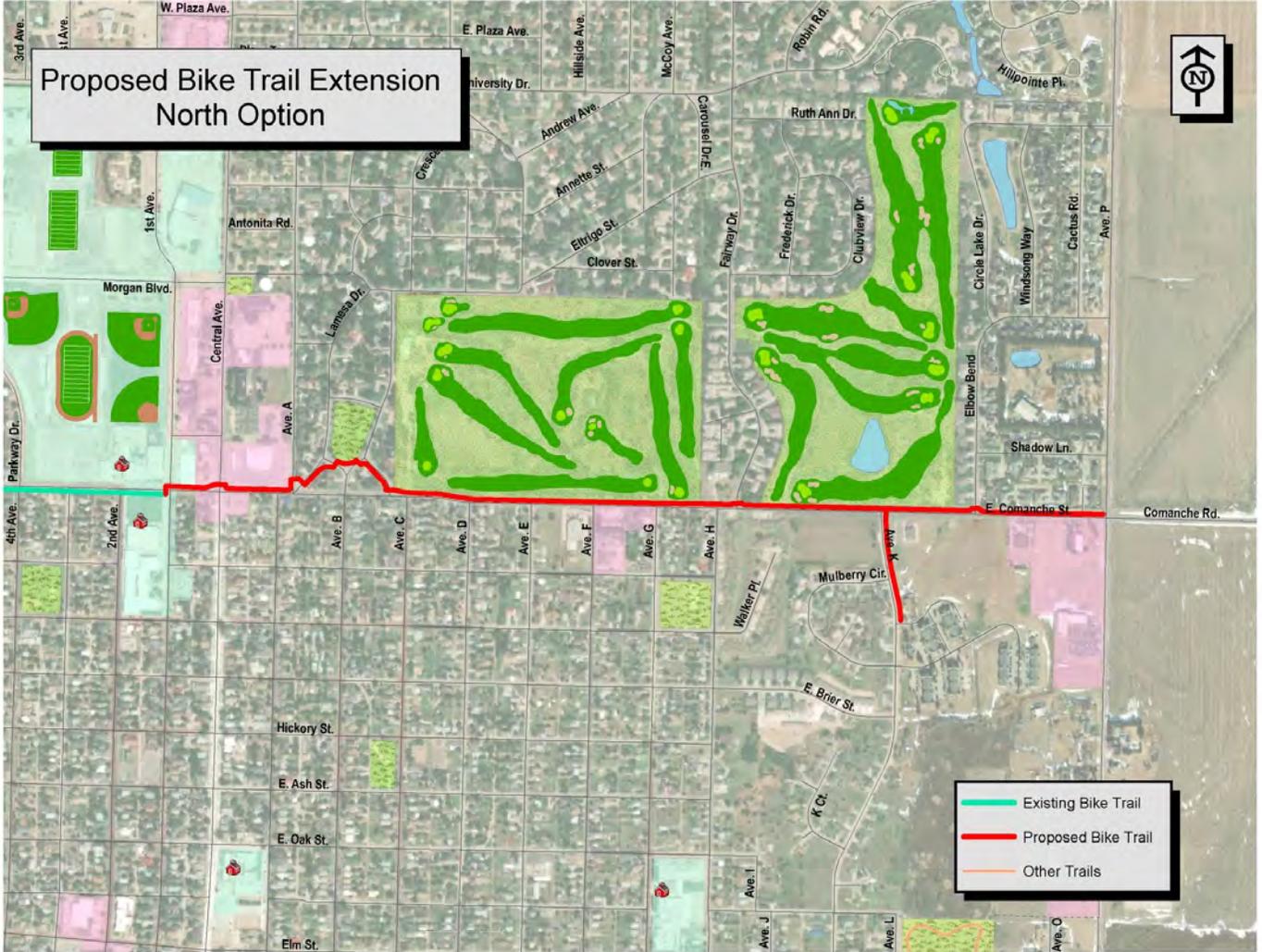
- Comanche Trail Extension Image
- Dodge City Country Club
- Memorandum of Understanding for the Comanche Trail Agreement

Approved for the Agenda by:



Ray Slattery, Dir. Of Engineering Services

Proposed Bike Trail Extension North Option



October 7, 2024

MEMORANDUM OF UNDERSTANDING
Comanche Trail Agreement
(City of Dodge City and Dodge City Country Club 2024)

By this Memorandum of Understanding and Intent, the City of Dodge City, a municipal corporation located in Dodge City, Kansas with an address of 100 Chaffin Rd., Dodge City, KS 67801 (hereinafter, “City”) and Dodge City Country Club a domestic not-for-profit corporation operating at 1900 Country Club Drive, Dodge City, KS 67801 (hereinafter, “Country Club”) (collectively, “the Parties”) evidence their mutual intent and desire to enter into a formal agreement or agreements to provide the construction of a recreation trail known as the Comanche Trail through the Club’s property.

WHEREFORE, the City holds core values which include prioritizing ongoing improvement, working toward excellence, and safety; and

WHEREFORE, in pursuit of furthering these goals, the City acknowledged paved walking trails open year-round provide an essential element to the health and quality of life for a community and adopted the Trails Master Plan; and

WHEREFORE, as part of the plan, a trail system shall be established providing the community of Dodge City with the benefit of recreational use paved walking trails; and

WHEREFORE, the City desires to construct a portion of this trail system through land owned by the Country Club; and

WHEREFORE, the Country Club agrees to provide the City with the necessary land by granting the City a recreation easement as described herein, for good and valuable consideration described herein; and

WHEREFORE, in recognition of the benefits to both the City and Country Club resulting from their mutual cooperation, the City and Country Club hereby express their intent to formalize and enter into an agreement to achieve such benefits. The Parties intend by this instrument to enter into a binding agreement.

THEREFORE, the Parties hereby agree as follows:

1. **Recreation Easement**: The Parties hereby enter into agreement whereby the Country Club grants to the City a recreation easement more particularly described as:

A tract of land in the Southwest Quarter of Section 24, Township 26 South, Range 25 West of the Sixth Principal Meridian, Dodge City, Ford County, Kansas described as follows:

October 7, 2024

Beginning at a point that is N 00°41'16" E 30.00 feet from the Southeast Corner, Southwest Quarter of said Section 24; thence N 88°42'00" W 1494.40 feet; thence N 88°16'20" W 204.69 feet; thence N 88°42'00" W 281.13 feet; thence N 00°38'46" E 8.84 feet; thence S 83°26'35" E 20.65 feet; thence S 88°40'54" E 172.72 feet; thence on a curve to the right, length of 116.69 feet, radius of 815.97 feet, chord of S 85°33'59" E 116.59 feet; thence S 80°04'55" E 123.08 feet; thence along a curve to the left, length of 78.70 feet, radius of 653.83 feet, chord of S 85d28'00" E 78.65 feet; thence S 88°41'37" E 920.41 feet; thence S 88°51'14" E 547.67 feet; thence S 00°41'16" W 9.01 feet to the point of beginning, containing 0.335 acres.

Subject to easements and restrictions of record.

and shown approximately in the attached Exhibit A in the area marked "permanent easement" (hereinafter, "Recreation Easement"). Upon execution of this agreement, the City may record this agreement with the Register of Deeds for Ford County, Kansas. Upon request of the City, the Country Club shall execute and deliver to the City any documents in connection with such recording. Upon execution of this agreement, the Country Club shall cooperate with the City to execute a deed granting the Recreation Easement shown in Exhibit A to the City and the Parties shall cooperate to cause the Recreation Easement to be duly recorded with the Register of Deeds in Ford County, Kansas in accordance with applicable law.

2. **Comanche Trail**: Upon the Recreation Easement, the City shall construct a paved walking path which shall be constructed in accordance with plans and specifications as prepared by the City's consulting engineers (hereinafter, the "Comanche Trail") and which shall be owned and operated by the City for the purpose of public use and enjoyment as a paved recreation trail.

The City shall ensure the contractors constructing the Comanche Trail shall hold the required insurance and provide a Certificate of Insurance (COI) that meets the contract requirements. This insurance shall cover any potential incidence of injury to persons or machinery which may occur on an active golf course.

Any grass area on the Country Club property disturbed by the construction of the Comanche Trail shall be re-seeded by the City. The City shall communicate with the Country Club regarding species of grass.

Motorized vehicles shall not be permitted to utilize any portion of the Comanche Trail system, including the portion upon the Recreation Easement discussed herein. Motorized

use of the Comanche Trail is permissible only for purposes relating to maintenance, snow removal, or lawn-mowing.

3. **Temporary Easement**: For purposes of constructing the Comanche Trail, the Country Club grants the City temporary access in the area labeled on the attached Exhibit B as “Temporary Easement.” The City shall have access to this area during construction of the Comanche Trail and for one year thereafter.
4. **Sprinkler Replacement**: The City shall provide the Country Club with nine thousand dollars (\$9,000) for the purpose of replacement of sprinkler heads which require relocation due to the Comanche Trail project. Relocation of the sprinkler heads shall be done by the Country Club or its designee and shall be at the Country Club’s sole discretion so long as the location of the sprinkler heads does not interfere with the Comanche Trail.
5. **Vegetative Growth Maintenance**: The Country Club shall maintain grass and other growth around the Comanche Trail so that it remains free and clear of vegetative obstruction.
6. **Snow and Ice Maintenance**: The City shall bear responsibility for snow and ice removal when necessary on the Recreation Easement.
7. **Pavement Repair**: The Country Club shall promptly notify the City of any damage to the pavement surface of the Comanche Trail. Upon receiving such notice, the City shall take action to make repairs within a reasonable time.
8. **Trees**: The construction of the Comanche Trail may require the removal of certain trees. The City shall remove trees as necessary and replace them. The species and height of the replacement trees shall be determined by mutual oral or written agreement of the parties or their designees.
9. **Signage**: Prior to the opening of the Comanche Trail to the public, the City shall provide and place signage along the Comanche Trail informing those using the trail (hereinafter “Pedestrians”) to utilize the Comanche Trail at their own risk. The wording of the signage shall be at the discretion of the City but will be placed with the goal of informing Pedestrians that the Comanche Trail crosses an active golf course, and Pedestrians assume all risk inherent in utilizing a walking path in such a location.
10. **Golf Cart Path**: The Parties understand the construction of the Comanche Trail will require the relocation of a portion of the Country Club’s existing paved path for golf carts. It is the intent of the Parties for the City to provide funding for relocation of the golf-cart path as shown in the attached Exhibit C (Golf Cart Path) subject to the following terms and conditions:
 - a. The City shall provide \$19,800 plus tax if applicable and an amount not to exceed \$22,000 to pay costs associated with relocation of the Golf Cart Path as estimated by Building Solutions, LLC in Exhibit H. The relocation shall be completed in a manner that is satisfactory to both the City and the Country Club and in compliance

with all applicable laws and regulations. The agreed sum shall be payable to the Country Club upon completion of the golf cart path relocation and submission of any required documentation as per the City's standard procedures.

- b. The Country Club shall be responsible for supervising the contractor's performance, communicating with the contractor when necessary, and communicating any necessary information to the City.
 - c. If funds in addition to those initially approved shall become necessary, the Country Club shall seek approval of the additional funds from the City.
 - d. In no event shall this section nine (9) or its sub-paragraphs be construed to bind the City to pay any amount undetermined at the time of execution of this agreement. The Parties understand the City cannot be bound by contract provisions purporting to bind the City to pay undetermined amounts, and the City must follow cash-basis and budget laws which prohibit the City from being bound to pay unspecified amounts.
11. **Split-Rail Fence Affected by Comanche Trail**: The Parties recognize the City or its designee may be required to remove portions of the fence to construct the Comanche Trail as designed. The Parties acknowledge and accept the City or its designee will be responsible only for the removal of the existing split-rail fence directly conflicting with the construction of the proposed Comanche Trail. Therefore, the City hereby agrees to provide materials necessary to repair and/or reconstruct three thousand two hundred feet (3,200ft) of the split-rail fence affected by the Comanche Trail. The City shall not be responsible for the construction of said split-rail fence, and the Country Club agrees that it shall bear responsibility for repairs and/or reconstruction of the split-rail fence after receiving the necessary materials for the split-rail fence from the City. The determination of what materials are necessary to be provided by the City shall be determined at the City's discretion, in consultation with the governing body of the Country Club or the governing body's designee. The City shall acquire bids for materials. Approval of bids for materials shall be subject to the discretion of the City Manager, unless such bids exceed the City Manager's approval authority, in which case approval shall be subject to the discretion of the City Commission.
12. **Split Rail Fence Unaffected by Comanche Trail**: The Country Club shall bear all responsibility for removing and replacing the portion of its split-rail fence which is not directly impacted by the Comanche Trail, including the cost of materials. The City shall waive permitting fees for the Country Club's construction of the split-rail fence.
13. **Hole Sixteen Landscaping**: In the area around hole sixteen (16), the Country Club desires not to construct fencing, but rather to cultivate landscaping. The City will provide an amount not to exceed ten thousand dollars (\$10,000) for said landscaping. The Country Club shall possess the authority and responsibility to plant and maintain the landscaping near hole sixteen (16) and to ensure the landscaping does not interfere with the Comanche Trail.
14. **Driveway Replacement**: The Parties acknowledge the Comanche Trail will be constructed crossing two (2) distinct driveways which enter the Country Club's property and one (1)

drainage flume. Construction of the trail will require re-construction of the approach-areas of these two (2) driveways and one (1) drainage flume. The City agrees to reconstruct the driveways and flume as follows:

- a. **Clubhouse Drive:** Comanche Trail shall cross the driveway used as the main entrance to access the Country Club clubhouse. The attached Exhibit D more particularly describes this driveway (hereinafter “Clubhouse Drive”). The City shall reconstruct Clubhouse Drive from the point it connects with East Comanche Street to approximately twenty (20) feet north of East Comanche Street, as approximately shown in the attached Exhibit D.
 - b. **Maintenance Drive:** Comanche Trail shall cross a driveway existing at 1200 E. Comanche Street which is used by the Country Club to access its maintenance shop. The attached Exhibit E more particularly describes this driveway (hereinafter “Maintenance Drive”). The City shall reconstruct the Maintenance Drive from the point it connects with East Comanche Street to approximately twenty-two (22) feet north of East Comanche Street, as approximately shown in Exhibit E.
 - c. **Avenue E Flume:** Comanche Trail shall cross a drainage flume existing along Comanche Street near the intersection with Avenue E, shown more particularly in the attached Exhibit F. The City shall replace the existing Avenue E Flume as recommended by the City’s Engineer or his designee.
15. **Maintenance Shop Flume:** The parties understand this project will necessitate the removal of the currently existing drainage flume circled in red and shown in Exhibit G. The Country Club shall re-direct drainage from its wash area to a newly constructed storm sewer access point. The City will work with the Country Club on the location of the storm sewer connection and will provide the new access point at the easement line. Connection to this access point shall be at the cost of the Country Club, in cooperation with the City. The Country Club shall communicate with the City regarding this construction and allow the City to inspect the same. In no event shall the Country Club allow grass clippings, oil, gas, chemicals related to maintenance equipment, or other contaminates from the Country Club’s Maintenance Shop wash area to flow into the City’s storm water drainage system.
16. **Term of Agreement.** This Agreement shall begin on the date of execution as written below and shall continue until the material terms of this Agreement have been completed or fulfilled.
17. **Cash Basis Provision.** Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay under the Agreement as may lawfully be paid from funds budgeted and appropriated for such purpose during the City's then current budget Year (i.e., January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should the City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which

October 7, 2024

shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City's then current budget year.

18. **Anti-Discrimination Clause**: In dealings under this Agreement, the Country Club agrees: to comply with the Kansas Act Against Discrimination and the Kansas Age Discrimination in Employment Act and the applicable provisions of the Americans with Disabilities Act and Kansas Executive Order No. 19-02, and to not discriminate against any person because of race, color, gender, sexual orientation, gender identity or expression, religion, national origin, ancestry, age, military or veteran status, disability status, marital or family status, genetic information, or political affiliation that is unrelated to the person's ability to reasonably perform the duties of a particular job or position. If it is determined that the Country Club has violated the provisions of any portion of this paragraph, such violation shall constitute a breach of contract and the contract may be canceled, terminated, or suspended, in whole or in part, by the City.
19. This agreement shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in Ford County, Kansas.
20. No provision of this contract will be given effect that attempts to require the City or its agents or employees to defend, hold harmless, or indemnify the Country Club or any contractor or third party for any acts or omissions. The liability of the City of Dodge City is defined under the Kansas Tort Claims Act (K.S.A. 75-6101, *et seq.*).
21. No interpretation of this contract shall find that the City or its agents and employees have agreed to binding arbitration, or the payment of damages or penalties. Further, the City does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403).
22. The Parties acknowledge that the Country Club's ability to enter into binding agreements concerning the above is subject to the approval of its governing body.
23. This contract shall not be considered binding upon the Parties unless approved by the City Commission for the City of Dodge City and approved by the Country Club's governing body.
24. By signing this contract, the representative(s) of the Country Club thereby represents that such person(s) is duly authorized to execute this agreement on behalf of the Country Club and that the Country Club agrees to be bound by the provisions thereof.

Signature page to follow.

October 7, 2024

Approved and adopted this ____ day of _____, 2024.

CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor, Mayor

ATTEST:

By: _____
Connie Marquez, City Clerk

DODGE CITY COUNTRY CLUB

By: _____

Title: _____

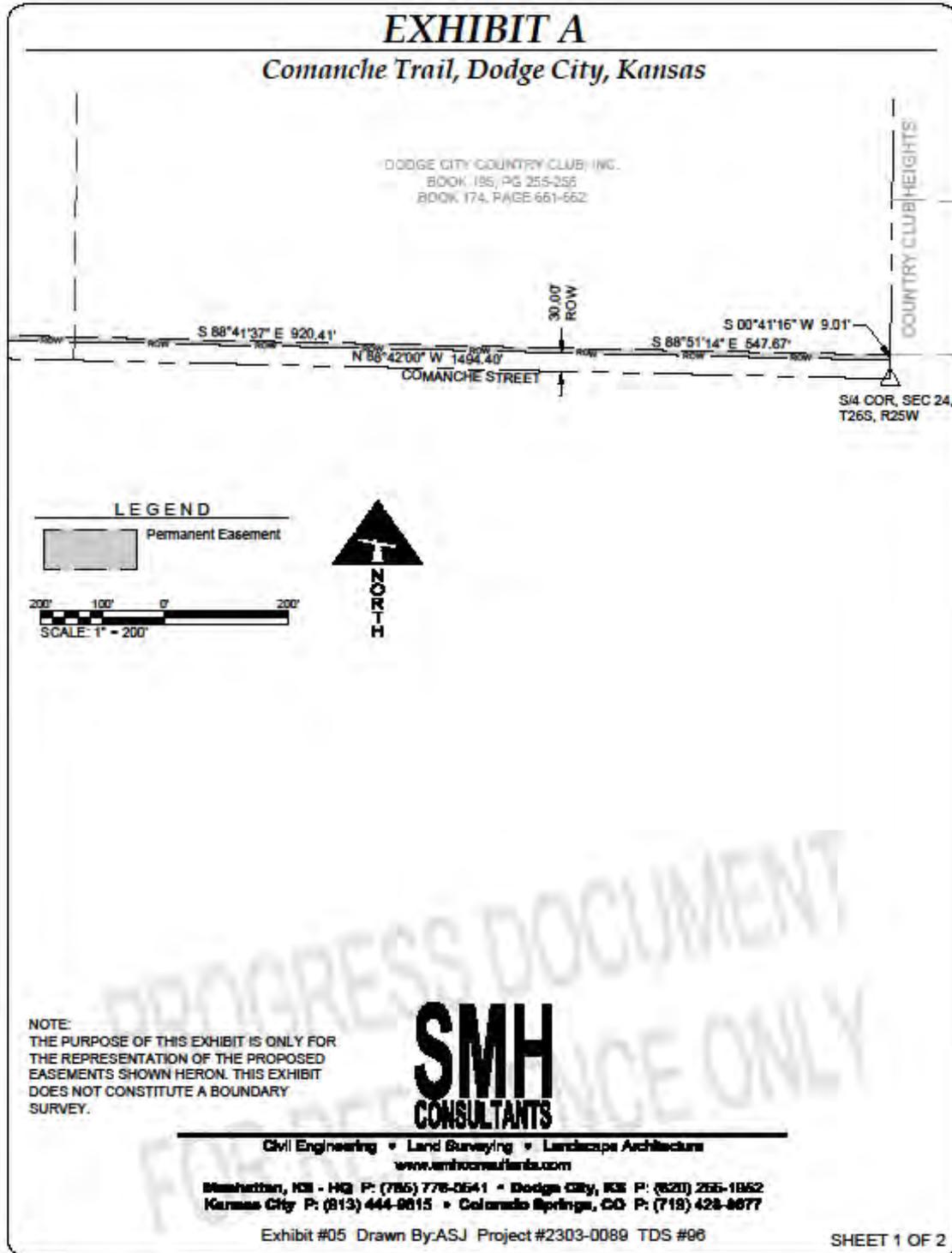
By: _____

Title: _____

By: _____

Title: _____

EXHIBIT A – Recreation Easement



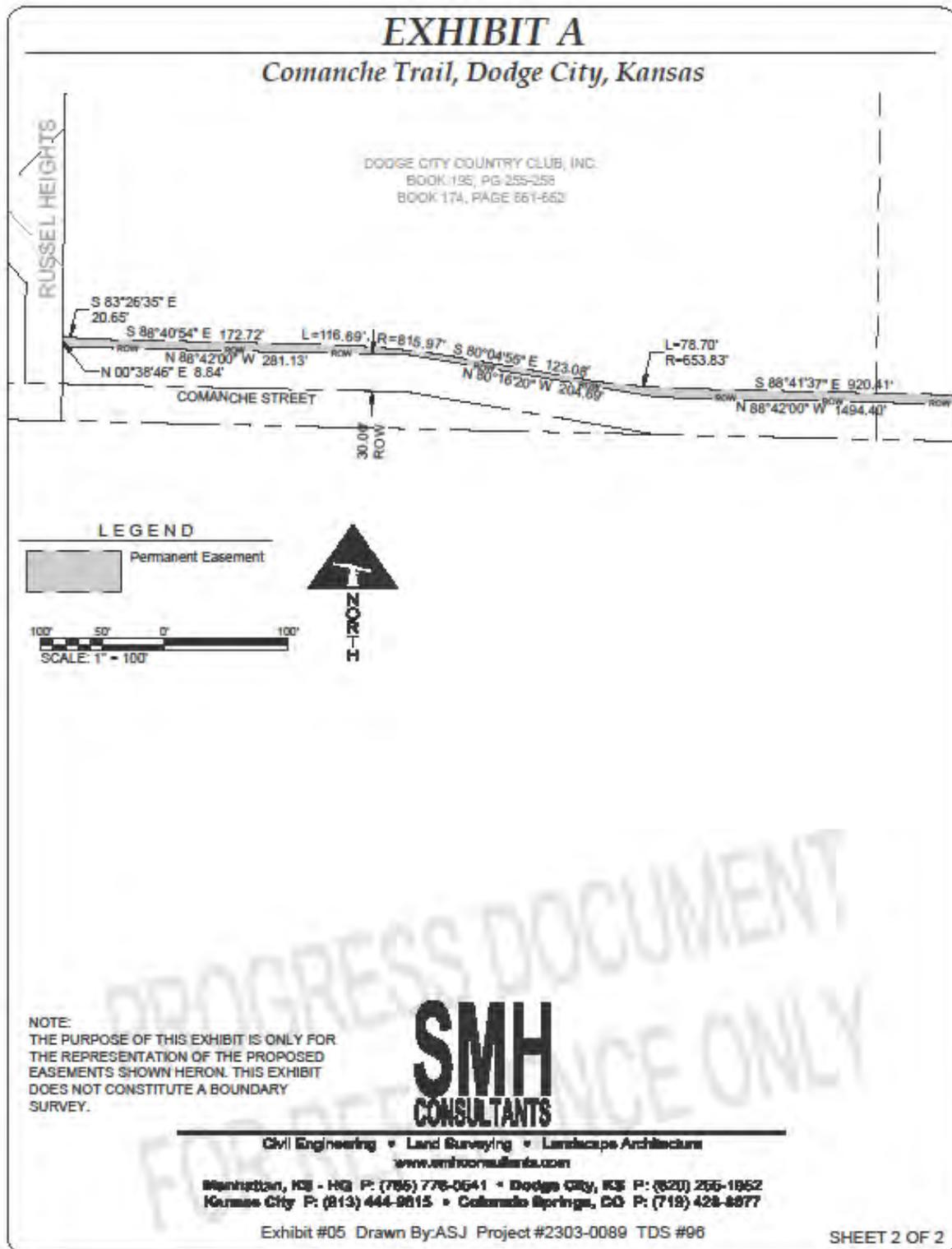
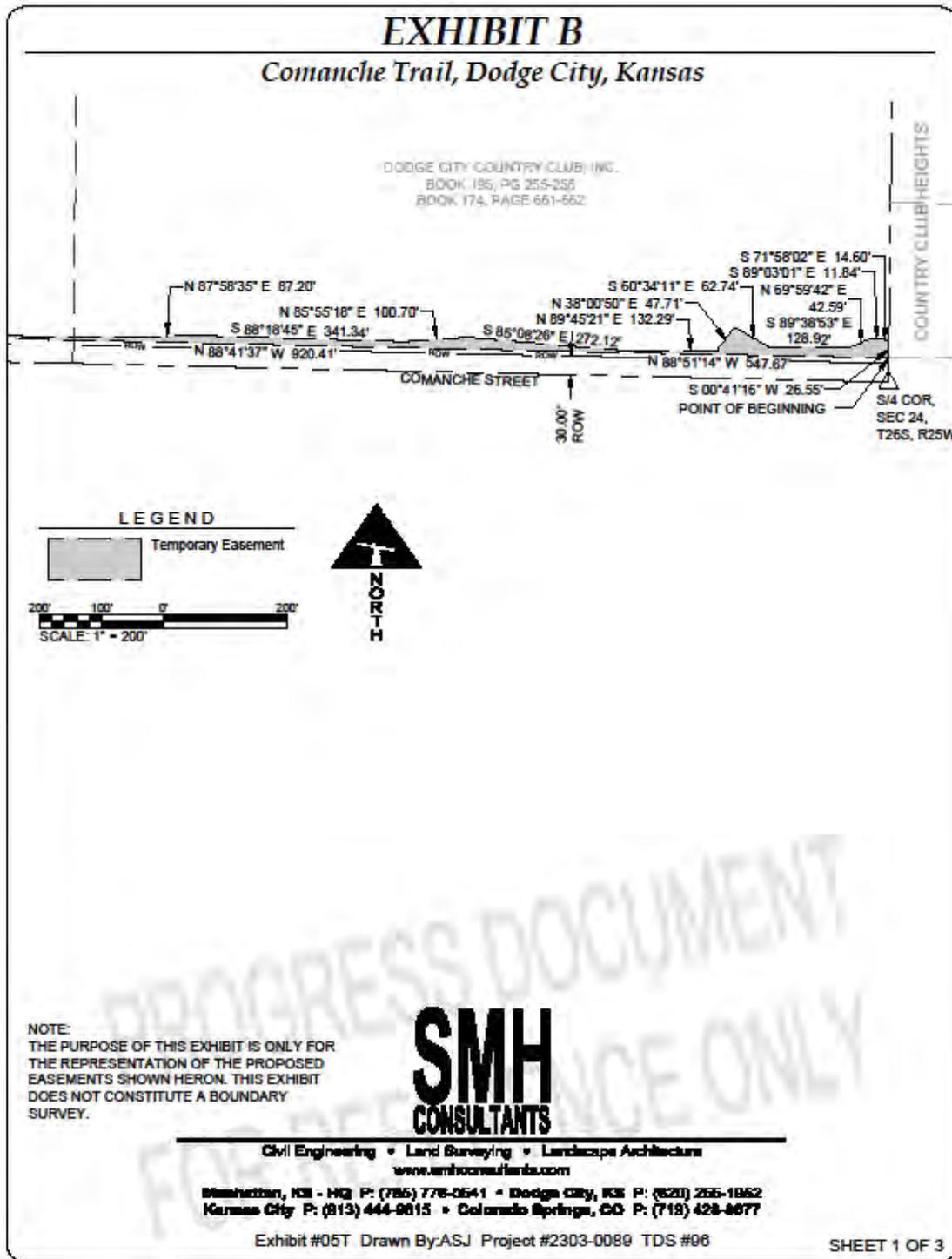


EXHIBIT B – Temporary Easement



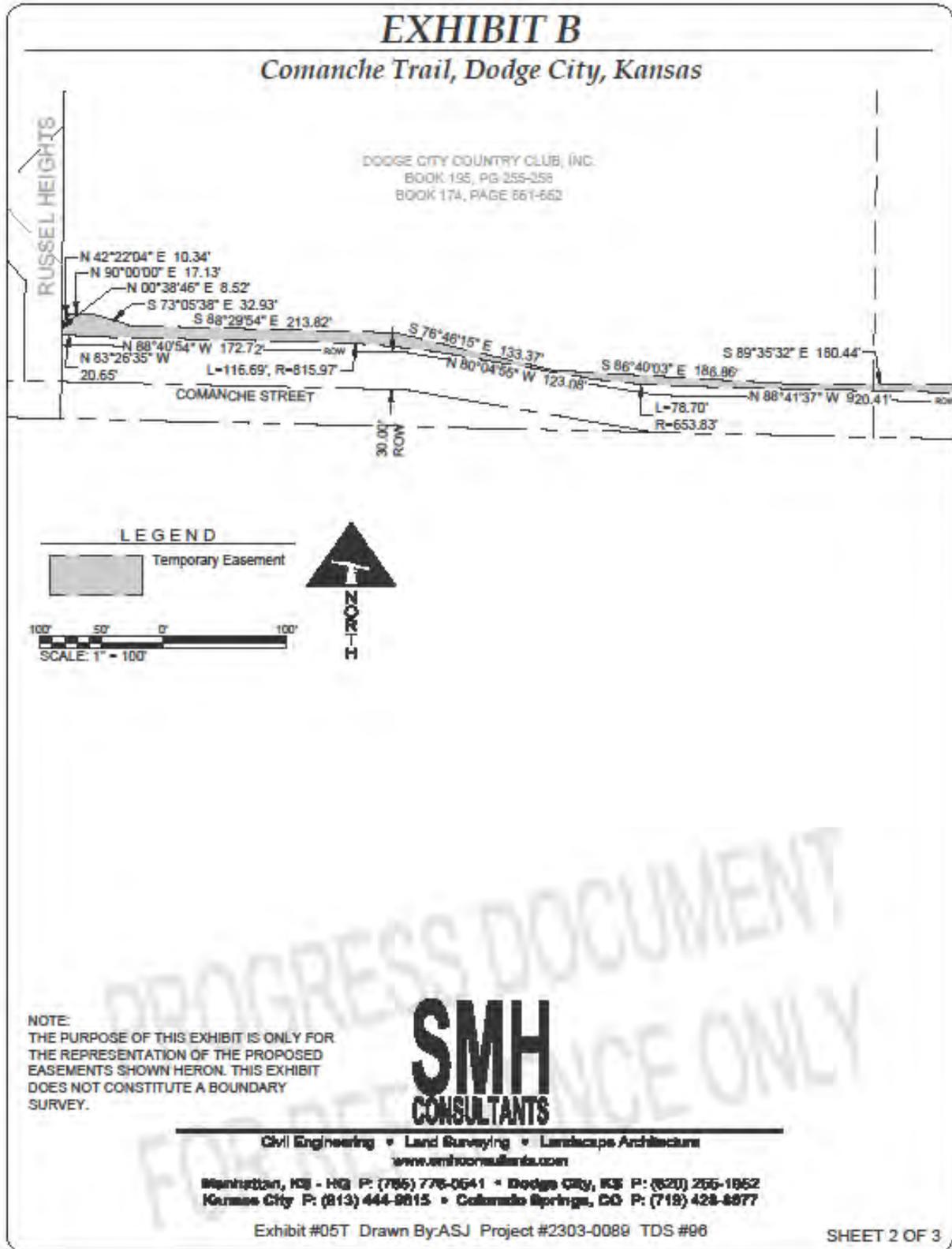


EXHIBIT B

A tract of land in the Southwest Quarter of Section 24, Township 26 South, Range 25 West of the Sixth Principal Meridian, Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N 00°41'16" E 39.01 feet from the Southeast Corner, Southwest Quarter of said Section 24; thence
N 88°51'14" W 547.67 feet; thence
N 88°41'37" W 920.41 feet; thence
along a curve to the right, length of 78.70 feet, radius of 653.83 feet, chord of N 85d28'00" W 78.65 feet; thence
N 80°04'55" W 123.08 feet; thence
on a curve to the left, length of 116.69 feet, radius of 815.97 feet, chord of N 85°33'59" W 116.59 feet; thence
N 88°40'54" W 172.72 feet; thence
N 83°26'35" W 20.65 feet; thence
N 00°38'46" E 8.52 feet; thence
N 42°22'04" E 10.34 feet; thence
N 90°00'00" E 17.13 feet; thence
S 73°05'38" E 32.93 feet; thence
S 88°29'54" E 213.82 feet; thence
S 76°46'15" E 133.37 feet; thence
S 86°40'03" E 186.86 feet; thence
S 89°35'32" E 180.44 feet; thence
N 87°58'35" E 87.20 feet; thence
S 88°18'45" E 341.34 feet; thence
N 85°55'18" E 100.70 feet; thence
S 85°08'26" E 272.12 feet; thence
N 89°45'21" E 132.29 feet; thence
N 38°00' 50" E 47.71 feet; thence
S 60°34'11" E 62.74 feet; thence
S 89°38'53" E 128.92 feet; thence
N 69°59'42" E 42.59 feet; thence
S 89°03'01" E 11.84 feet; thence
S 71°58'02" E 14.60 feet; thence
S 00°41'16" W 26.55 feet to the point of beginning, containing 0.503 acres.

Subject to easements and restrictions of record.

EXHIBIT C – Golf Cart Path

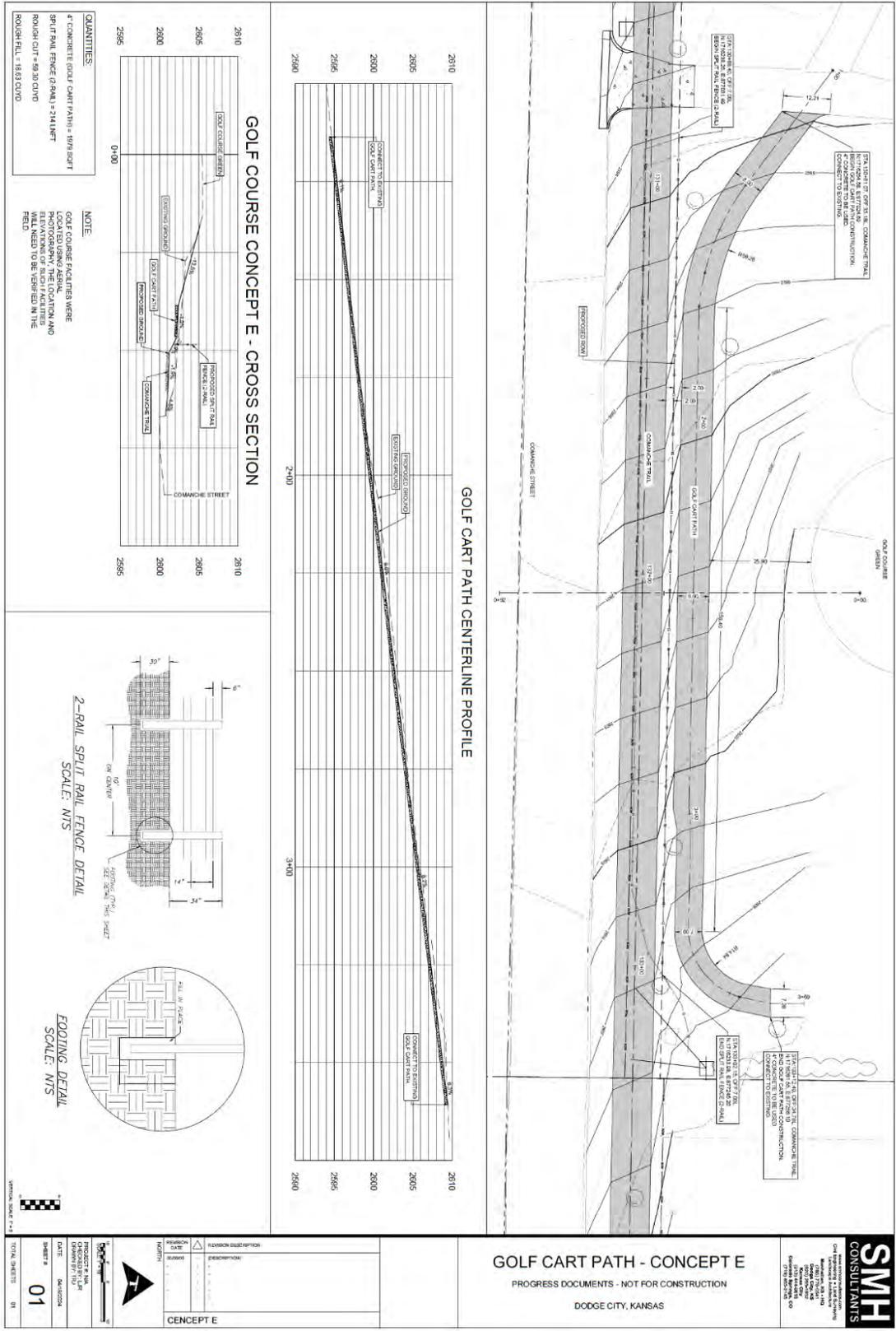
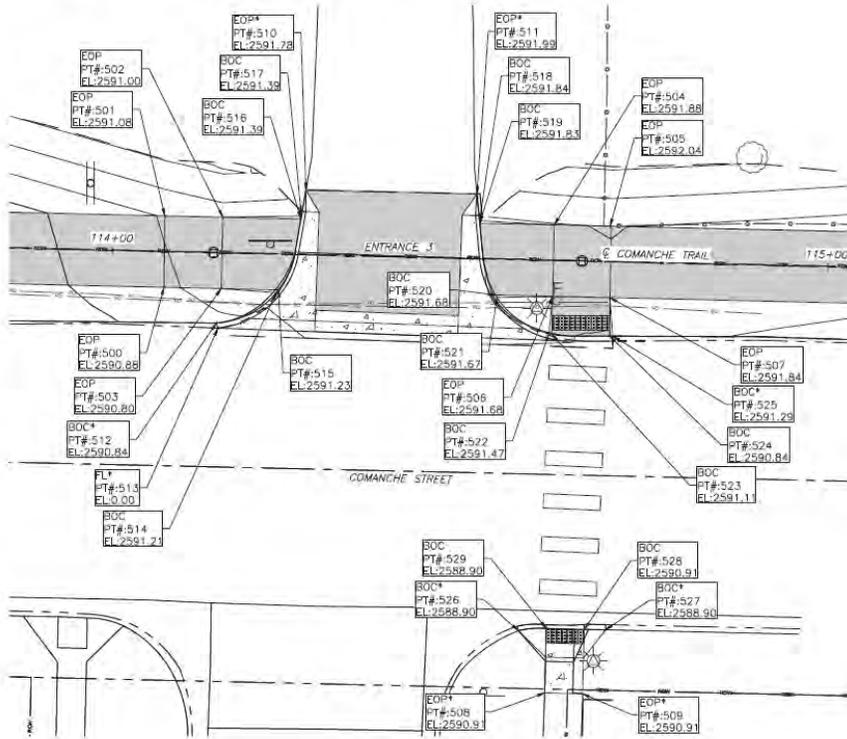


EXHIBIT D – Clubhouse Drive

COMANCHE STREET & ENTRANCE 3



Point Table				
Point #	Northing	Easting	Elevation	Description
500	1716292.92	875353.08	2590.88	EDP
501	1716302.92	875353.20	2591.08	EDP
502	1716302.74	875361.31	2591.00	EDP
503	1716292.74	875361.08	2590.80	EDP
504	1716301.67	875407.84	2591.88	EDP
505	1716301.49	875415.45	2592.04	EDP
506	1716291.67	875407.41	2591.88	EDP
507	1716291.49	875415.41	2591.84	EDP
508	1716236.22	875406.30	2590.91	EDP*
509	1716236.08	875411.59	2590.91	EDP*
510	1716306.53	875372.93	2591.78	EDP*
511	1716306.00	875396.84	2591.99	EDP*
512	1716287.93	875360.42	2590.84	BOC*
513	1716287.23	875360.64	0.00	FL*
514	1716292.17	875368.77	2591.21	BOC

Point Table				
Point #	Northing	Easting	Elevation	Description
515	1716292.56	875369.08	2591.23	BOC
516	1716302.49	875372.22	2591.39	BOC
517	1716302.89	875372.29	2591.39	BOC
518	1716302.25	875397.20	2591.84	BOC
519	1716301.91	875397.23	2591.83	BOC
520	1716291.86	875399.41	2591.68	BOC
521	1716291.51	875399.64	2591.67	BOC
522	1716286.45	875406.88	2591.47	BOC
523	1716286.36	875407.29	2591.11	BOC
524	1716286.11	875415.39	2590.84	BOC
525	1716286.10	875415.81	2591.29	BOC*
526	1716244.91	875402.64	2588.90	BOC*
527	1716245.04	875414.82	2588.90	BOC*
528	1716245.08	875411.82	2590.91	BOC
529	1716245.22	875406.53	2588.90	BOC

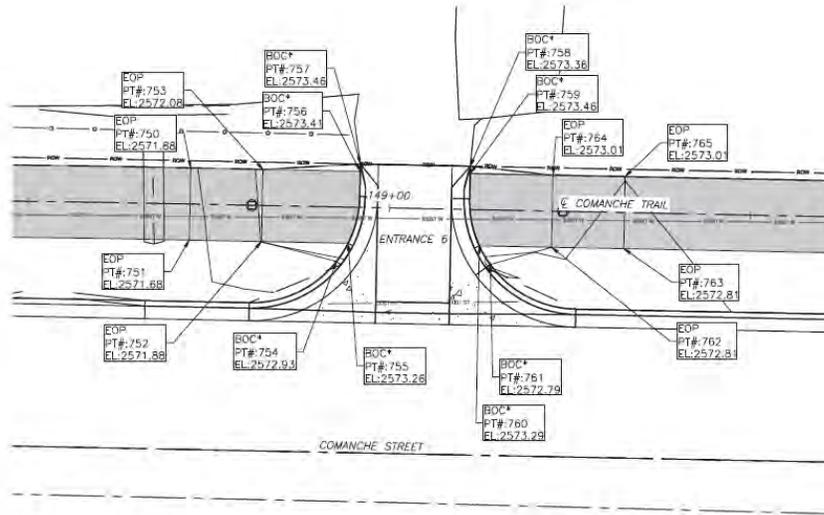
File :2303-0089 - INTERSECTION DETAILS.dwg



EXHIBIT E – Maintenance Drive

COMANCHE STREET & ENTRANCE 6

STATE	PROJECT NO.	YEAR	SHEET NO.	TOTAL SHEETS
KANSAS	TE-0513-01	2023	36	92
F.A. NO.	TA-T051301			



Point Table				
Point #	Northing	Easting	Elevation	Description
750	1716202.98	878815.09	2571.88	EOP
751	1716192.98	878814.89	2571.68	EOP
752	1716192.79	878824.89	2571.88	EOP
753	1716202.79	878825.09	2572.08	EOP
754	1716190.03	878835.28	2572.93	BOC*
755	1716192.55	878836.89	2573.26	BOC*
756	1716202.52	878838.57	2573.41	BOC*
757	1716203.52	878838.59	2573.46	BOC*
758	1716203.22	878853.79	2573.36	BOC*
759	1716202.22	878853.77	2573.46	BOC*
760	1716192.19	878855.06	2573.29	BOC*
761	1716189.61	878856.57	2572.79	BOC*
762	1716191.99	878865.05	2572.81	EOP
763	1716191.80	878875.05	2572.81	EOP
764	1716201.99	878885.25	2573.01	EOP

Point Table				
Point #	Northing	Easting	Elevation	Description
765	1716201.80	878875.25	2573.01	EOP



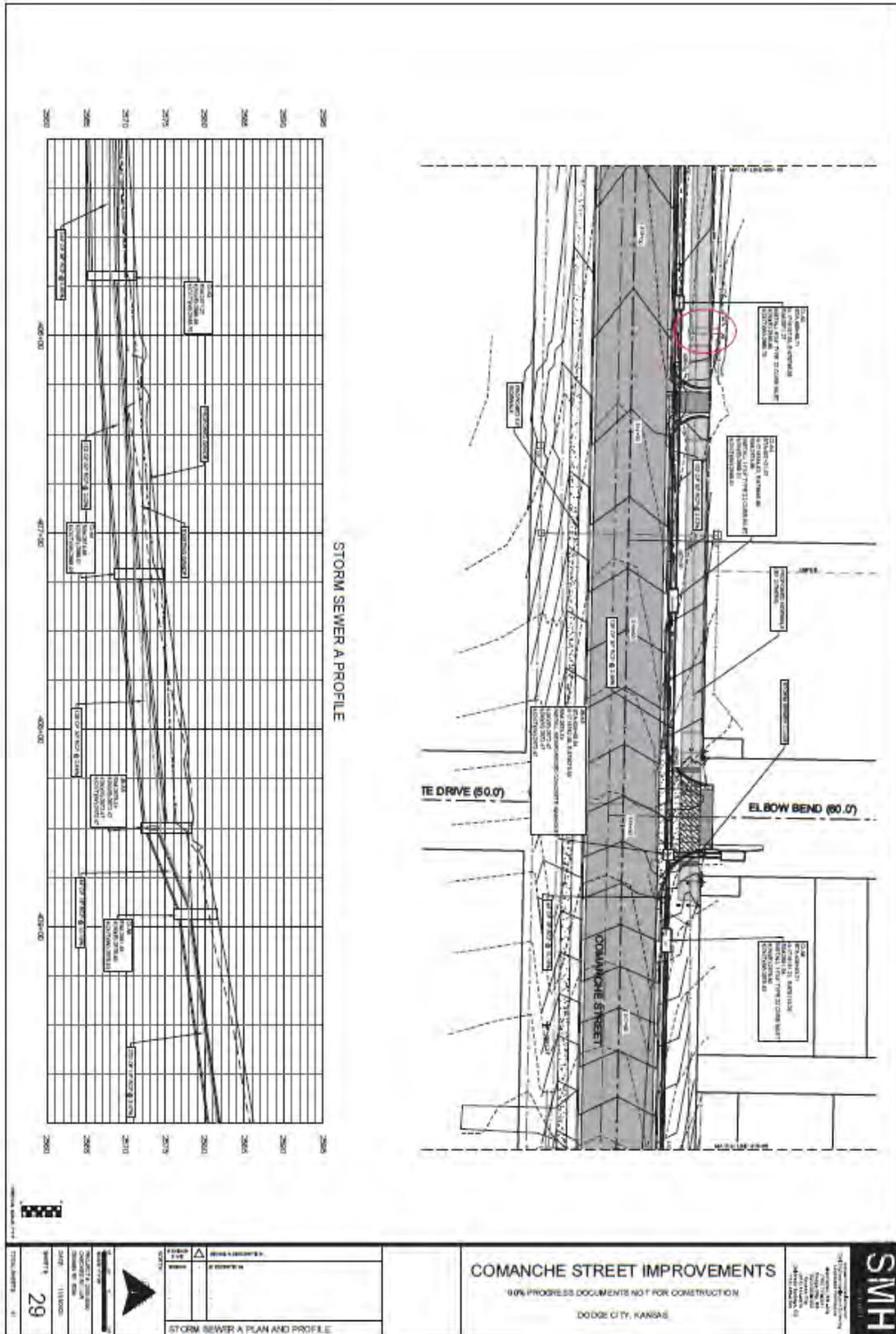
KANSAS DEPARTMENT OF TRANSPORTATION
INTERSECTION GEOMETRICS

October 7, 2024

EXHIBIT F – Avenue E Flume



EXHIBIT G – Maintenance Shop Flume



October 7, 2024

EXHIBIT H – Building Solutions LLC Estimate



Jamie Kuehl
Dodge City Country Club
1900 Country Club Dr
Dodge City, KS 67801

7/19/24

RE: NEW CART PATH

We propose to provide all labor, material and equipment as required for the new cart path at Dodge City Country Club as directed on site and the scope of work listed below:

- 2,054 SF of 4" Non-Reinforced Concrete Pavement
- Dirt work as needed to cut path (follows existing grade)
- 288 SF of Concrete Removal
- Disposal of removed concrete and dirt
- Traffic Control on Comanche
- 4000 psi Ready Mixed Concrete
- Backfill of path only (Seeding and landscaping by others)
- Cart path to be fine graded with 2" fill sand

TOTAL COST FOR THE ABOVE WORK IS \$19,800.00 plus tax (if applicable)

Chris Mills, VP of Business Operations
Building Solutions, L.L.C
11106 Saddle Road
Dodge City, KS 67801
Email: cmills@bldgsolutions.net
Cell: 620-789-0901

11106 Saddle Road Dodge City, KS 67801 PH: (620) 225-1199 FAX: (620) 225-3820



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Daniel Cecil, Parks and Recreation Director
Date: October 7, 2024
Subject: Approval of Legends Backstop Painting Project
Agenda Item: New Business

Recommendation: Staff recommends the approval of the bid from Cox Painting Inc. in the amount of \$35,600 to paint the four backstops at Legends Ballpark.

Background: Legends Ballpark was constructed and opened in 2001. The facility serves as the primary softball fields for the community, including Dodge City Community College, Dodge City High School, youth baseball/softball leagues and tournaments that are ran on a yearly basis. The backstops of all four fields are chipping paint and need to be repainted to help maintain the appearance and aesthetics of the structure and complex. The last time the backstops were painted was 2011. Two bids were received for the project. Experience prepping and applying industrial enamel outdoor paint were the main qualifications. Cox Painting has shown to have that experience and performed this kind of work many times throughout the community in the past. This purchase was reviewed and approved by CFAB at their September 18th meeting. These bids were also reviewed by the Parks and Recreation Advisory Board, and Cox Painting was recommended to complete the job.

Financial Considerations:

Amount \$35,600

Fund: 112 Dept: 52710 Expense Code: 441010

X Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal concerns at this time.

Mission/Values: This project aligns with our mission and goal to make Dodge City the best place possible for its community members to live.

Attachments: Cox Painting Quote
My Painter Quote

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Daniel Cecil".

Daniel Cecil, Parks and Recreation Director

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

Proposal

Date	Proposal #
7/18/2024	5670

620-338-3040 E-mail: dcoxpainting@gmail.com

Name / Address
City of Dodge City 806 N. 2 nd Ave. Dodge City, Ks. 67801 Att: Daniel

Description	Total
Legends Field #1- Power wash, prepare and paint with (SW) Industrial enamel including: backstop areas, dugout, overhead seating area, all railing, and steps to announcers box. Three(3) colors. Labor and Material	8,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total	\$8,900.00
--------------	-------------------

PAYMENT TO BE MADE UPON COMPLETION

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

Proposal

Date	Proposal #
7/18/2024	5671

620-338-3040 E-mail: dcoxpainting@gmail.com

Name / Address
City of Dodge City 806 N. 2 nd Ave. Dodge City, Ks. 67801 Att: Daniel

Description	Total
Legends Field #2 Power wash, prepare, and paint with (SW) Industrial Enamel including: backstop areas, dugout, overhead seating areas, all railings, and steps to announcers box. Three(3) colors Material and Labor	8,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total	\$8,900.00
--------------	-------------------

PAYMENT TO BE MADE UPON COMPLETION

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

620-338-3040 E-mail: dcoxpainting@gmail.com

Proposal

Date	Proposal #
7/18/2024	5672

Name / Address
City of Dodge City 806 N. 2 nd Ave. Dodge City, Ks. 67801 Att: Daniel

Description	Total
Legends Field #3 Power wash, prepare, and paint with (SW) Industrial Enamel including: backstop areas, dugout, overhead seating areas, all railings, and steps to announcers box. Three(3) colors Material and Labor	8,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total	\$8,900.00
--------------	-------------------

PAYMENT TO BE MADE UPON COMPLETION

Cox Painting Inc.

P.O. Box 107
Wright, KS 67882

620-338-3040 E-mail: dcoxpainting@gmail.com

Proposal

Date	Proposal #
7/18/2024	5673

Name / Address
City of Dodge City 806 N. 2 nd Ave. Dodge City, Ks. 67801 Att: Daniel

Description	Total
Legends Field #4- Power wash, prepare, and paint with (SW) industrial Enamel including: backstop areas, dugout, overhead seating areas, all rails, and steps to announcers box. Three(3) colors Material and Labor	8,900.00

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Total	\$8,900.00
--------------	-------------------

PAYMENT TO BE MADE UPON COMPLETION

Daniel Cecil

Subject: FW: Look at Legends Backstop Painting Project

From: Norberto Arroyo <mypainterllc7@gmail.com>
Sent: Monday, August 12, 2024 3:08 PM
To: Daniel Cecil <danielc@dodgecity.org>
Subject: Re: Look at Legends Backstop Painting Project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Daniel. We can do the second coat for \$12,000 additional

On Mon, Aug 12, 2024 at 2:30 PM Daniel Cecil <danielc@dodgecity.org> wrote:

Thank you for the quote. Would you be willing to update the cost with applying 2 coats of enamel black paint instead of one?

**DANIEL CECIL
PARKS
DIRECTOR**

danielc@dodgecity.org

y

[100 Chaffin Road](#)

[Dodge City Kansas](#)

[67801](#)

620.225.8160 ext.

9

From: Norberto Arroyo <mypainterllc7@gmail.com>
Sent: Friday, August 9, 2024 10:06 AM
To: Daniel Cecil <danielc@dodgecity.org>
Subject: Re: Look at Legends Backstop Painting Project

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

My Painter LLC.

Proposal for the Legends Backstop Painting Project.

Our quote of \$22,000 is base on the request for spot primer and one coat of industrial enamel black paint to the metal BLACK posts holding the net, pinky metal rails, metal structure to the podium and the metal structure that supports the roof . We will power wash with sop and water this (4) metal structures to remove grime and dirt, the metal post will be light sand by hand, spot primer and one coat with industrial water base primer unless the city requires oil base paint. Options are gloss or satin finish, labor and materials are included but it doesn't reflect the cost to rent a lifter or the appropriate machine that is needed to perform this job, we asking the city of dodge city to supply this machine for as long as 2 to 3 weeks.

If the is any question please feel free to call me at +16202539960



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Daniel Cecil, Parks and Recreation Director
Date: October 7, 2024
Subject: Approval of Pumps and Motors for Long Branch Lagoon
Agenda Item: New Business

Recommendation: Staff recommends the approval of the bid from JCI Industries, Inc in the amount of \$59,918.00 for pumps and motors in the Long Branch Lagoon Filter Building.

Background: Long Branch Lagoon has been in operation since May of 2016. The pumps and motors in the filter building play a vital role in pushing water through the lines and to the many features that are available for public use. They also push/pull water through the Defender filtration systems before it is chlorinated and sent outside to their respective areas. If they stop working, the feature they power could be down for day or weeks, depending on the severity of mechanical failure. Having reserve pumps to install if this were to happen allows the feature to be back up and running within hours and allows staff to properly diagnose the problem without being rushed due to it needing to be reinstalled. These quotes represent new pumps and motors for the three filtration systems and the spray features at Fort Splash. Staff has the most concern with these four sets due to past issues or maintenance and the need to keep the filters running for water cleanliness. This purchase was also reviewed and recommended by CFAB during their September 18th meeting.

Financial Considerations:

Amount \$59,918.00

Fund: 112 Dept: 52710 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: There are no legal considerations at this time.

Mission/Values: This project aligns with the City's mission and goal to make Dodge City the best possible place to live.

Attachments: JCI Quote
Arlan Co. Quote

Approved for the Agenda by:

A handwritten signature in cursive script that reads "Daniel Cecil".

Daniel Cecil, Parks and Recreation Director



An OTC INDUSTRIAL TECHNOLOGIES Company

JCI Industries, Inc.
1110 S. 14th Ave.
Dodge City, KS 67801
Tel: 620-408-9500

www.jciind.com

Monday, September 9, 2024

Quote #: SEQT-110256E_N

Item	Description	Qty	Unit Price	Subtotal
1.00	Grundfos 99009756 Pump w/ 30hp Motor 9.37" Imp Dia., 1300GPM, 1800RPM, 286JM	1	\$14,915.00	\$14,915.00
2.00	Grundfos 98983141 Pump w/15hp Motor 13.46" Imp Dia., 394GPM, 1200RPM 286JM	1	\$26,716.00	\$26,716.00
3.00	Grundfos 98983113 Pump w/ 1.5hp Motor 5.41" Imp Dia., 100GPM, 1800RPM, 145JM	1	\$5,188.00	\$5,188.00
4.00	Grundfos 99009758 Pump w/ 7.5hp Motor 11.39" Imp Dia., 375GPM, 1200RPM, 254JM	1	\$13,099.00	\$13,099.00

Subtotal \$59,918.00

Total \$59,918.00

Terms & Conditions

Lead Time 12-14 Weeks After Receiving Order	Payment Terms Net 30
Shipping Method Best Way	Shipping Terms Prepaid and Added to Invoice
F.O.B. Warehouse	Due to current market conditions, please confirm pricing at point of order.

ARLAN COMPANY INC

11709 Roe Ave Suite D Box 139
Leawood, KS 66211
913.338.1977
larryarlan@gmail.com

Estimate

ADDRESS

CITY OF DODGE CITY
806 N 2ND AVE
DODGE CITY, KS 67801

SHIP TO

CITY OF DODGE CITY
111 4TH AVE
DODGE CITY, KS 67801
ROSS SWELEY

ESTIMATE #
1039

DATE
09/11/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
RS.ZZ-10N50957-14000Y-2882P PUMP	PACO END SUCTION CENTRIFUGAL PUMP 5 X6XX9.5 EPOXY COATED 30 HP 3-60 230/460 1800 TEPE 1300 GOM @ 6..WAVE POOL FILTER PUMP # 8	1	14,400.00	14,400.00
RS.ZZ-10N-30127-1A000Y-2743P PUMP	PACO END SUCTION CENTRIFUGAL PUMP 3X4X11.90 INCH EPOXY COATED 7.5 HP 3-60-230/460 1200 TEPE 2,375 GPM KID POOL FILTER PUMP # 11	1	12,800.00	12,800.00
RS.ZZ-10N-50957-14000Y-2882P PUMP	PACO END SUCTION CENTRIFUGAL PUMP 5X6X9.5 EPOXY COATED 30 HP 3-60-230/460 1800 TEPE 1400 GPM	1	12,800.00	12,800.00
SHP	SHIPPING---WILL BE ACCURATELY QUOTED AT TIME OF SHIPPING..THIS IS FAIR APPROXIMATION AT THIS TIME.	1	1,600.00	1,600.00

TOTAL

\$41,600.00

Accepted By

Accepted Date



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: October 7, 2024

Subject: Determine the necessary Drainage Improvements to the Rattlesnake Gulch Drainage Basin and Improvements to Park St. from 14th Ave. to 17th Ave., PL 2304

Agenda Item: New Business

Purpose: Gather the necessary information and provide concepts for drainage improvement to the Rattlesnake Gulch Basin and Park St. from 14th Ave. to 17th Ave.

Recommendation: Approve Consulting Service Agreement with SMH Consultants, P.A. in the amount of \$57,405.00 for the Discovery Phase of the Rattlesnake Gulch Drainage Basin and Park St. from 14th Ave. to 17th Ave. which is part of the 15th Ave. Development.

Background: A developer is looking to build 20 plus single family and duplex houses along 15th Ave. south of Park St. However, drainage from the Rattlesnake Gulch Drainage Basin flows through the area currently. Staff and the Developer have meet numerous times to determine the best way to handle this flow so that this infill area could be developed. Staff requested that SMH review the basin and provide options. SMH has done this, however, additional study needs to be completed so that this development can occur. The discovery phase of the project is intended to review the existing basin and develop alternatives to divert some or all the stormwater from 15th Ave. As part of the study and the development, improvements to Park St. from 4th Ave. to 17th Ave. will more than likely be required. The discovery phase will look at potential improvements to Park St. regarding drainage and traffic.

City Commission Options:

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

Financial Considerations:

Amount \$: \$57,405.00

Fund:

Budgeted Expense Grant Bonds Other RHID

Legal Considerations: The City will be entering into a contract with SMH Consultants, P.A. and will be bound by the provisions of this agreement.

Mission/Values: This project aligns with the City's Core Value of Ongoing Improvements, Safety, and Working Towards Excellence.

Attachments: Consulting Service Agreement, Scope of Services, and Fee Estimate from SMH Consultants, P.A..

Approved for the Agenda by:

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

Ray Slattery, PE, Dir. of Engineering Services

CONSULTING SERVICES AGREEMENT
HOURLY NOT TO EXCEED + DIRECT EXPENSE

Client: <u>City of Dodge City</u> Address: <u>P.O. Box 880</u> <u>806 N 2nd Avenue</u> <u>Dodge City, KS 67801</u>	Project: <u>Rattlesnake Gulch</u> <u>Discovery Phase</u>
Telephone: <u>620-225-8100</u> Contact: <u>Ray Slattery, P.E.</u> Client Job No.: _____	Project Location: <u>Rattlesnake Gulch</u> <u>and Park Street</u> SMH Project Manager: <u>Jeff Hancock, P.E.</u> SMH Job No.: <u>2409-0313</u>

This AGREEMENT is made by and between **the City of Dodge City**, 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:

Rattlesnake Gulk and Park Street Discovery Phase

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: 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.

ESTIMATED HOURLY NOT TO EXCEED FEE FOR CONSULTANT SERVICES IS \$57,405.00

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

CLIENT

By: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

CONSULTANT

By: _____
AUTHORIZED REPRESENTATIVE

TITLE: President

DATE: September 18, 2024

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 Total Fee set forth in ATTACHMENT C is non-binding.

SECTION II – Payment to CONSULTANT

2.1 Payment for Personnel Services

2.1.1 Payment

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

2.1.2 Chargeable Time

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

2.1.3 Overtime Rates

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

2.2 Payment for Direct Expenses

2.2.1 Payment

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

2.2.1 Direct Expenses

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

2.3 Payment Conditions

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

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

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

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

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

2.4 Independent Contractor

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

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

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

SECTION III – Terms of AGREEMENT

3.1 Term

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

3.2 Termination of AGREEMENT

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

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

fifteen (15) day's written notice, provided that CLIENT will reimburse the CONSULTANT for services already satisfactorily performed and justifiable expenses incurred prior to communication of notice of termination.

3.3 Payment for Work Upon Abandonment or AGREEMENT Termination

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

3.4 Damages and Injunctive Relief

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

SECTION IV – General Considerations

4.1 Assignment and Responsibility for Personnel

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

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

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

4.2 Insurance

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

4.3 Compliance with Law

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

4.4 Ownership and Reuse of Documents

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

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

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

4.5 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. The CONSULTANT may coordinate this work, on behalf of the CLIENT, through a third party. 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 others, 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 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.

5.2 Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if

any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information

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

Confidential Information will not include information which:

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

6.2 Relevancy of Confidential Information

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

6.3 Representatives of CLIENT

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

6.4 Use of Confidential Information

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

6.5 Survival of AGREEMENT and Confidentiality

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

6.6 Return of Confidential Information

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

6.7 Forced Disclosure

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

6.8 No Conveyance of Confidential Information or Rights Therein

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

6.9 Enforcement

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

SECTION VII – Miscellaneous

7.1 Applicable Law

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

7.2 Severability

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

7.3 Survival and Further Assurances

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

7.4 Headings

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

7.5 Successors and Assigns

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

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

7.6 Counterparts

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

7.7 Time is of the Essence

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

7.8 Entire Agreement

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

7.9 Amendment and Modification

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

7.10 Waiver of Breach

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

7.11 Rights not Exclusive to CONSULTANT

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

7.12 Notices

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

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

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

7.13 Authority

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

7.14 No Partnership

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

7.15 Termination of the Agreement

The County reserves the right and may elect to terminate this AGREEMENT at any time, with or without cause. The County shall compensate Consultant for the Services that have been completed to the County's satisfaction as of the date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of termination.

Attachment A
SCOPE OF SERVICES

Rattlesnake Gulch Stormwater Management/Park Street Improvements

Discovery Phase

Scope of Professional Services

Prepare: September 2024

The discovery phase of the project is intended to review the existing drainage characteristics of the Rattlesnake Gulch Basin and develop potential alternatives to divert stormwater from basin away from 15th Avenue. In addition, this phase will also include some survey work so design of Park Street improvements can be initiated as soon as solutions for drainage are decided. These tasks will generally include project management, drainage study, survey of Park Street, and a concept plan. Information from the discovery phase of the project will be developed in a second phase of professional services for developing construction documents ready for bidding the project. The discovery phase of the project will include the following services.

Project Management and Administration

1. This task shall include management of SMH resources, various client communications, coordination with third parties (i.e. the Railroad and adjacent property owners), project accounting and invoicing, project scheduling, and various other task associated with delivery of the discovery phase of the project to the City of Dodge City.

Drainage Impact Study and Recommendations

1. Review and analysis of the existing drainage conditions of the Rattlesnake Gulch Basin. The development of a Hydraflow SCS methodology model of the basin to determine the peak flow rates and event volumes associated with various storm events at points of interest just north of Wyatt Earp Boulevard and just south of the RR Tracks where the existing channel is intended to cross the RR tracks for the basin (almost directly across from and south of Hillcrest Drive. This work will include developing a time of concentration, runoff curve numbers, contributing acres, and a longest flow path for the two drainage basins and combining their flows at the common point of confluence.
2. Review of upstream opportunities for stormwater detention. This task will involve identifying potential locations for stormwater detention, meeting with those property owners where those properties are located, and including their impact on downstream flows in an analysis of a future condition stormwater model.
3. Review of stormwater storage and pumping options just north of Wyatt Earp Boulevard on property owned by the City in addition to stormwater storage and pumping options south of the RR tracks on privately owned property. In total the analysis will consider

two alternatives for the storage and pumping of stormwater to get it diverted to the larger ditch further west, including routing.

In addition to storage and pumping the design team will also consider options for generally open channel flow of the stormwater to divert it away from 15th Avenue, potentially parallel to the RR tracks and west to a larger channel, parallel to the RR tracks and east to 14th Avenue, east along Park Street to 14th Avenue, or south down future 15th Avenue to a channel north of Pheasant Street.

4. Iterative meetings with staff to review findings and options. The intent is to develop a model to better understand the existing conditions, gather limited topography data with an sUAV and supplement it with data already collected on the ground; and then with the City's input and the available information refine options to consider noted in task 3.
5. Report and recommendations presented in letter format. This task will include a cost estimate for the improvements related to the Rattlesnake Gulch diversion drainage.

Survey

1. Establishment and setting of project ground control in various locations throughout the area of potential improvements. Horizontal control shall be established in the Kansas State Plane South Zone Coordinates and vertical benchmarks set relative to the NAVD88 Datum. All control shall be No. 5 rebar set flush with the ground and marked with survey lathe unless on an existing structure or fixed point.
2. Aerial and LiDAR data gathered via an aerial sUAS platform to develop a contour map of 1-foot contours. This work will be limited to as depicted in Figure 1.
3. Topographic, utility, and right of way ground survey of Park Street from 17th Avenue to the 14th Avenue.



Figure 1

Attachment B

PERSONNEL AND REIMBURSABLE RATES



2024 Personnel and Reimbursable Rates SMH Consultants

<i>Survey Crew</i>	<i>\$160/hour</i>
<i>One Person Survey</i>	<i>\$120/hour</i>
<i>CADD Technician</i>	<i>\$110/hour</i>
<i>Managing Principal Professional Surveyor</i>	<i>\$170/hour</i>
<i>Professional Surveyor</i>	<i>\$140/hour</i>
<i>Managing Principal Engineer</i>	<i>\$225/hour</i>
<i>Principal Engineer</i>	<i>\$200/hour</i>
<i>Project Manager</i>	<i>\$165/hour</i>
<i>Project Engineer</i>	<i>\$155/hour</i>
<i>Design Engineer</i>	<i>\$130/hour</i>
<i>Landscape Architect</i>	<i>\$130/hour</i>
<i>Construction Engineering/Inspection</i>	<i>\$105/hour</i>
<i>Land Acquisition Agent</i>	<i>\$165/hour</i>
<i>Clerical</i>	<i>\$60/hour</i>
<i>Mileage</i>	<i>\$0.80/mile</i>
<i>Proctor</i>	<i>\$350/each</i>
<i>Concrete Cylinder Breaks</i>	<i>\$50/each</i>

Attachment C
FEE ESTIMATE

Fee Estimate

City of Dodge City
 Rattlesnake Gulch and Park Street Discovery Phase
 Exhibit B
 Prepared September 2024

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

LA = Landscape Architect
 MPE = Managing Principal Engineer
 PE = Project Engineer

OPSC = One Person Survey Crew
 PRE = Principal Engineer
 CL = Clerical



	SC	CT	MPLS	LA	MPE	PE	OPSC	PRE	CL	Rate =	SC	CT	MPLS	LA	MPE	PE	OPSC	PRE	CL	Expenses	Totals	Total Fee		
	Estimated Hours										Estimated Fee										Hours			
Project Management and Administration																								
1. Project Management and Administration				6		4															\$180.00	13	\$1,860.00	
																							Phase I Total = \$1,860.00	
Drainage Impact Study and Recommendations																								
1. Existing Conditions Review																						32	\$4,960.00	
2. Review of Upstream Detention Opportunities				8		4								\$1,040.00	\$900.00							42	\$6,590.00	
3. Review of Options																						86	\$13,330.00	
4. Meetings				8		8								\$1,040.00	\$1,800.00							22	\$3,770.00	
5. Report and Recommendations																						30	\$4,650.00	
																							Phase II Total = \$33,300.00	
Discovery Survey																								
1. Project Control	16		2								\$2,560.00		\$340.00									18	\$2,900.00	
2. Aerial and LiDAR Survey	14	8									\$2,240.00	\$880.00			\$225.00							23	\$3,345.00	
3. Topographic, utilit and ROW Survey of Park Street	100										\$16,000.00											100	\$16,000.00	
																							Phase III Total = \$22,245.00	

Fee Estimate = \$57,405.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: October 7, 2024
Subject: Change Order #4, Asphalt Street Reconstruction, ST 2301
Agenda Item: New Business

Purpose: The purpose of this change order is to bring the current contract with Building Solutions, LLC up to the new contract price.

Recommendation: Approve Change Order #4 for 2023 Asphalt Street Reconstruction Project for an increase in the amount of \$108,606.43.

Background: As we approach the conclusion of this year-long street reconstruction project, minor adjustments in unit quantities have been necessary across all 22 city blocks. These adjustments were made in response to field conditions that arose during construction. Key changes included the removal and replacement of additional sections of curb and gutter, as well as the extension of street reconstruction limits to address pavement failures adjacent to the original project boundaries.

Additionally, modifications to waterline replacements were made across various project locations to accommodate field-specific needs. These on-site adjustments were implemented to maintain project momentum, minimize disruptions, and ensure the delivery of a high-quality, durable final product.

City Commission Options:

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

Financial Considerations:

Amount: \$108,606.43

New Contract Amount: \$3,004,177.18

Funds: Street Sales Tax Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this change order from Building Solutions, LLC the contract dollar amount will be amended.

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

Attachments: Change Order #4 Summary

Approved for the Agenda by:

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

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 2023 Asphalt Street Program

PROJECT NUMBER: ST 2301

CONTRACTOR: Building Solutions, LLC

REQUEST NUMBER: Summary

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
STREET QUANTITIES							
Mobilization	L.S.	1	2,051	1,051	\$ 43,500.00		\$ 45,718.50
Pavement Excavation	S.Y.	12300	22128.00	9828.000	\$ 5.75		\$ 56,511.00
Concrete Excavation	S.Y.	0	662.05	662.050		\$ 18.00	\$ 11,916.90
Sub-Grade Repair	C.Y.	100	0.00	-100.000	\$ 50.00		\$ (5,000.00)
6" Fly-Ash Treatment	S.Y.	12300	20167.80	7867.800	\$ 7.50		\$ 59,008.50
Concrete Pavement (6")(AE)(NRDJ)	S.Y.	12300	25816.25	13516.250	\$ 49.50		\$ 669,054.38
Concrete Pavement (8")(AE)(NRDJ)	S.Y.	0	0.00	0.000		\$ 58.00	\$ -
Concrete Pavement (9")(AE)(NRDJ)	S.Y.	0	30.40	30.400		\$ 321.00	\$ 9,758.40
7" Concrete Pavement Patch	S.Y.	516	429.60	-86.400	\$ 127.00		\$ (10,972.80)
Remove/Replace Curb & Gutter	L.F.	0	1405.40	1405.400		\$ 37.50	\$ 52,702.50
Traffic Control	L.S.	1	2,031	1,031	\$ 47,000.00		\$ 48,457.00
WATER QUANTITIES							
Mobilization	L.S.	1	1,958	0,958	\$ 20,000.00		\$ 19,160.00
Remove 6" Waterline	L.F.	0	470	470		\$ 12.00	\$ 5,640.00
8" (PVC) Water Pipe	L.F.	1697.5	4294.5	2597	\$ 62.00		\$ 161,014.00
12" (PVC) Water Pipe	L.F.	58.5	58.0	-0.50	\$ 93.00		\$ (46.50)
6" - 90° MJ Bend	Each	1	2.0	1	\$ 700.00		\$ 700.00
6" - Tee (CIP)	Each	1	1.0	0	\$ 1,000.00		\$ -
6" Gate Valve Assembly	Each	1	1.0	0	\$ 2,650.00		\$ -
8" - 45° MJ Bend	Each	8	11	3	\$ 1,000.00		\$ 3,000.00
8" - 22.5° MJ Bend	Each	0	1	1		\$ 1,000.00	\$ 1,000.00
8" Cross (DIP)	Each	2	3	1	\$ 1,800.00		\$ 1,800.00
8" x 6" Tee (DIP)	Each	0	3	3		\$ 1,530.00	\$ 4,590.00
8" x 4" Reducer (CIP)	Each	5	6	1	\$ 825.00		\$ 825.00
8" x 6" Reducer (DIP)	Each	1	6.00	5	\$ 900.00		\$ 4,500.00
8" Gate Valve Assembly	Each	18	27.00	9	\$ 3,500.00		\$ 31,500.00
10" x 8" Reducer (DIP)	Each	2	0.00	-2	\$ 1,175.00		\$ (2,350.00)
16" x 8" Tee (DIP)	Each	0	2.00	2		\$ 6,350.00	\$ 12,700.00
16" Butterfly Valve	Each	0	1.00	1		\$ 9,500.00	\$ 9,500.00
Manhole Adjustment	Each	20	22.00	2	\$ 235.00		\$ 470.00
5 1/4" Fire Hydrant Assembly	Each	7	13.00	6	\$ 10,250.00		\$ 61,500.00
Blue Poly Service Connection (3/4")	Each	50	81.00	31	\$ 1,775.00		\$ 55,025.00
Blue Poly Service Connection (2")	Each	1	2.00	1	\$ 3,050.00		\$ 3,050.00
Abandon 6" Valve Box	Each	0	1.00	1		\$ 600.00	\$ 600.00
QC/QA Testing	L.S.	1	1,985	0,985	\$ 10,000.00		\$ 9,850.00
Traffic Control for Cedar St.	L.S.	0	1.00	1		\$ 10,595.25	\$ 10,595.25
CHANGE ORDER							
Traffic Control on 14th Ave.	L.S.	0	1.00	1.00		\$ 11,904.75	\$ 11,904.75
New Meter Can Install	Each	0	42.00	42.00		\$ 570.00	\$ 23,940.00
Fire Hydrant Removal	Each	0	8.00	8.00		\$ 230.00	\$ 1,840.00
Excavation Thru River Sandstone	L.S.	0	1.00	1.00		\$ 10,867.50	\$ 10,867.50
8" MJ Coupling	Each	0	2.00	2.00		\$ 950.00	\$ 1,900.00
Crushed Concrete Sub-Grade Repair	C.Y.	0	39.00	39.00		\$ 86.25	\$ 3,363.75
Concrete Pavement (7")(NRDJ)	S.Y.	0	983.00	983.00		\$ 72.00	\$ 70,776.00
Saw Cutting	L.F.	0	228.00	228.00		\$ 4.00	\$ 912.00
Tie Curb to New Street Pavement	S.Y.	0	19540.75	19540.75		\$ 1.15	\$ 22,471.86
13th Ave. Sanitary Sewer Service	Each	0	1.00	1.00		\$ 4,335.50	\$ 4,335.50
Milling (6" Asphalt & 6" Sub-Grade)	S.Y.	0	4870.00	4870.00		\$ 12.50	\$ 60,875.00
6" Crushed Concrete	S.Y.	0	5496.40	5496.40		\$ 13.50	\$ 74,201.40
Bore Water Services	Each	0	20.00	20.00		\$ 375.00	\$ 7,500.00
6" Plain Concrete Pavement	S.Y.	0	134.64	134.64		\$ 44.50	\$ 5,991.48
12" x 10" Reducer (DIP)	Each	0	2.00	2.00		\$ 1,175.00	\$ 2,350.00
Cap 6" Line & 2" Water Service	L.S.	0	1.00	1.00		\$ 8,575.31	\$ 8,575.31
Bore 14th Ave. for 8" Waterline	L.S.	0	1.00	1.00		\$ 3,105.00	\$ 3,105.00
Bore 1" Service for VFW	L.F.	0	285.00	285.00		\$ 11.50	\$ 3,277.50
2" Service Connection	Each	0	1.00	1.00		\$ 3,050.00	\$ 3,050.00
1" Blue Ploy Service Line	L.F.	0	285.00	285.00		\$ 2.30	\$ 655.50
6" - 45° MJ Bend	Each	0	1.00	1.00		\$ 700.00	\$ 700.00
6" - MJ Cap	Each	0	1.00	1.00		\$ 2,000.00	\$ 2,000.00
				CO #1	1152192.50		
				CO #2	70612.50		
				CO #3	324958.25		
						STREET NET INCREASE	\$ 1,175,745.87
						WATER NET INCREASE	\$ 476,288.31
						SEWER NET INCREASE	\$ 4,335.50
						Approved CO Amount	\$ 1,547,763.25
						TOTAL NET INCREASE	\$ 108,606.43

RECOMMENDED FOR APPROVAL:

Ray Slattery, P.E.
Director of Engineering Services

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

Contractor: Building Solutions, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commission

From: Daniel Cecil, Parks and Recreation Director

Date: October 7, 2024

Subject: Approval of RFP for Maple Grove Cemetery Columbarium and Foundations

Agenda Item: New Business

Recommendation: Staff recommends the approval of the proposal from Premier Columbaria for a columbarium niche garden at Maple Grove Cemetery in the amount of \$164,999. Staff also recommends the approval of foundation work by Building Solutions in the amount of \$39,640 for structure foundations. The total project would amount to \$204,639

Background: Maple Grove Cemetery is the location of over 28,000 burials and 15,000 headstones for Dodge City and the local area. A common piece of other cemeteries that Maple Grove is lacking is a Columbarium or Urn Wall for the interment of cremated remains. Cremations have seen a rise in popularity over the last 20 years and a Columbarium provides a cost-effective burial option that is as respectful and mindful as a traditional inground burial. In May, we opened a Request for Proposal from vendors for potential columbarium design options. Four proposals were received for the project. Cost, structure color, materials used, number of niche spaces and aesthetics were all factors that were considered when choosing the best plan. Some plans included just columbarium structures and others included turnkey jobs. The most consistent part of each plan was the structures themselves. They ranged in price from \$164,999 to \$336,168. Premier Columbaria can provide three sets of five structures that contain 912 niche spaces and an ossuary in one structure that provides open interment space of up to 400 cremated remains.

Each structure needs an individual foundation to be anchored, per their plan details for stability. We contacted four local concrete contractors, receiving 3 bids back, with the low bid coming from Building Solutions. They can start work immediately. Development Services has reviewed the foundation details and has no issues. Engineering staff has helped draw up a design, including layout and elevations. The placement of the structures would be northwest of the Mausoleum, along the Avenue of Flags and wrap around the west side of the flag poles.

City Commission Options:

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

Financial Considerations:

Amount: \$204,639

Fund: 410 Dept: 4330 Expense Code: 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: Standard agreements for both the columbarium structures and foundation work will be drawn up then signed by the City Manager after Commission approval.

Mission/Values: This project aligns with the City's mission to provide the best amenities available to the citizens of the community to make Dodge City the best place possible to live and reside.

Attachments: Columbarium Proposals, Columbarium Foundation Quotes, Columbarium Site Layout and Details.

Approved for the Agenda by:

A handwritten signature in cursive script, appearing to read "Daniel Cecil".

Daniel Cecil, Parks and Recreation Director

RFP reply

Ryan T Reid

From: Doug Stilnovich <doug@premiercolumbaria.com>
Sent: Thursday, May 9, 2024 4:19 PM
To: Electronic Bids
Subject: Premier Columbaria quote for Maple Grove Cemetery
Attachments: Newcastle 120 (PC-F-1031).pdf; Bristol 48 (PC-F-1024).pdf; Somerset 96 with ossuary option PC-F-3113-A.pdf; Windsor 48 drawing.pdf; Windsor 48 foundation plan rev_new 1.0-US Letter.pdf; Newcastle 120 foundation plan rev_new.pdf; Somerset-Brighton 64-80-96 foundation plan rev_new.pdf; Somerset 96.jpg; Southampton Layout.pdf; Newcastle layout.pdf; Muskogee, OK.jpg; Newcastle 5 piece set.JPG

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

To whom it may concern,

Premier's bid for 3 of our 5 piece sets quoted in Glacier Gray with Absolute Black niche doors are **\$40,620** each including current tariff.

Granite **\$40,620** x 3 = **\$121,860**

Freight **\$9,330** per container x 3 = **\$27,990** (TW approx. 132,000#)

Install for 3 sets, 15 total columbaria **\$15,149**

Total for 3 sets delivered and installed \$164,999

Customer to supply foundations and haul away packaging

Choose from **any** of the 3 sets below:

1.

Southampton 5 piece set (242 niches) includes:

- 1 - Southampton 50 niche
- 4 - Windsor 48 niche

2.

Somerset 5 piece set (288 niches) includes:

- 1 - Somerset 96 niche with ossuary
- 4 - Windsor 48 niche

3.

Newcastle 5 piece set (312 niches) includes:

- 1 - Newcastle 120 niche
- 4 - Bristol 48 niche

Premier Installation on customer supplied foundations:

Travel \$3,200

Install \$3,600 (3 days)

Crane \$2,500/day x 3 days = \$7,500

Materials \$849

\$15,149

1 of each set would be a total of 842 niches, and would be an installed price of \$196 per niche.

--

Respectfully,

Douglas Stilnovich

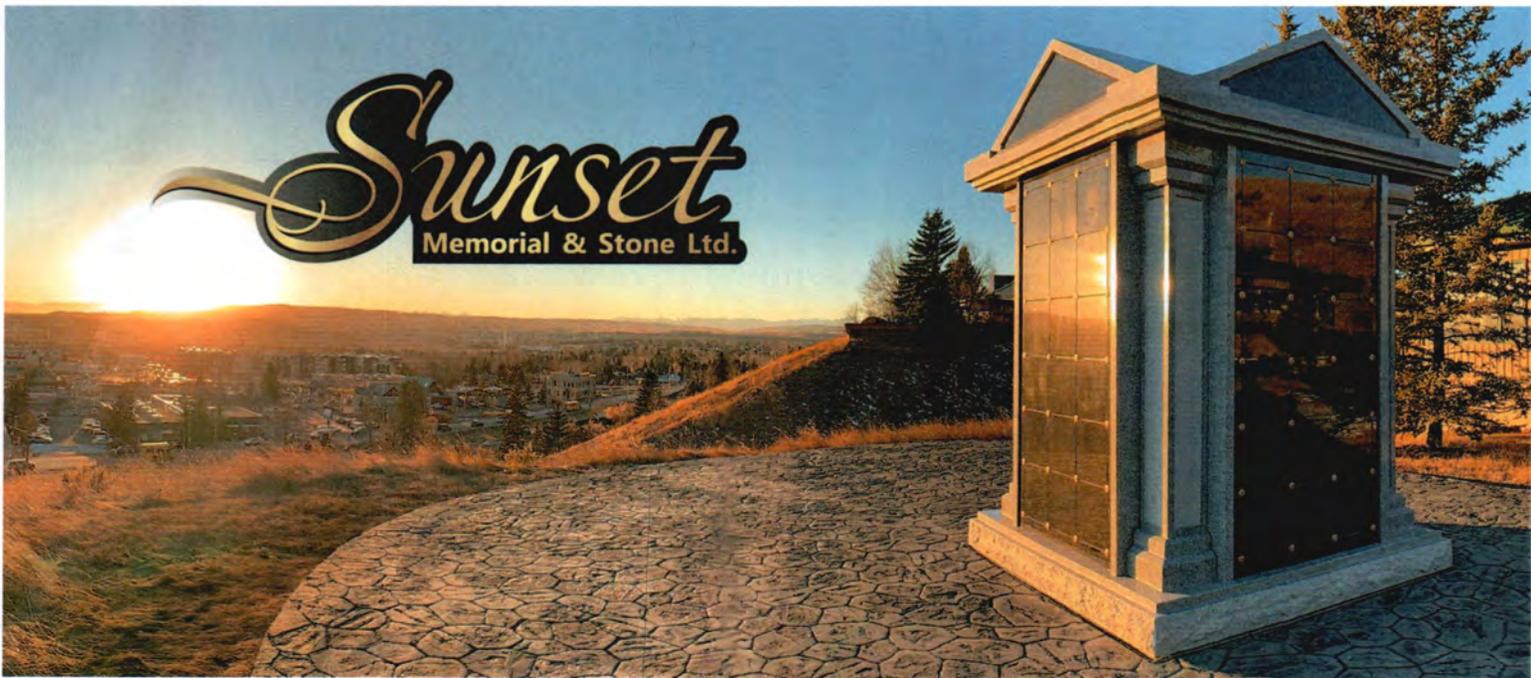
Premier Columbaria

Cell - 206.427.6265

888.32.NICHE

www.premiercolumbaria.com





emailed

RFP 2024 04 Columbariums

Sunset Memorial & Stone Ltd. is providing quotations for:

- **To Supply and Install Columbaria in the Maple Grove Cemetery -**

Submitted Date: June 7, 2024

Sunset Memorial & Stone Ltd.
3300 – 8 Street S.E. Calgary, AB T2G 5S7
1-800-363-3393
www.sunsetstone.com

Table of Contents

1. COLUMBARIUM DESIGN PROPOSAL FOR MABLE GROVE CEMETERY	2
1.1 DETAILED PRICING BREAKDOWN	6
1.2 COLUMBARIUM SPECIFICATIONS	8
1.3 CONCRETE FOUNDATION SPECIFICATIONS	8
1.4 TERMS AND CONDITIONS	9
2. PROJECT SCHEDULE	18
3. EXPERIENCE AND QUALIFICATIONS	20
3.1 MAJOR PROJECTS AND REFERENCES	20
3.2 KEY PERSONNEL	20
4. SITE SAFETY AND POST-WORK CLEAN UP PLAN	21
5. EEO/AA/MBE-WBE POLICY	21
6. CLOSING STATEMENT	22
APPENDIX A – CONCRETE FOUNDATION QUOTE (WITH SPECIFICATIONS) BY BRAK-HARD CONCRETE	23
APPENDIX B – WORKER’S COMPENSATION INSURANCE	32
APPENDIX C – LIABILITY INSURANCE	33
APPENDIX D – FIELD LEVEL HAZARD ASSESSMENT (SAMPLE)	34
APPENDIX E – BRONZE WREATH PLAQUE WITH GRANITE INSERT	35
APPENDIX F – SUNSET’S ALUMINIUM NICHE CORE ADVANTAGE	36
APPENDIX G – SUNSET’S WARRANTY POLICY	42

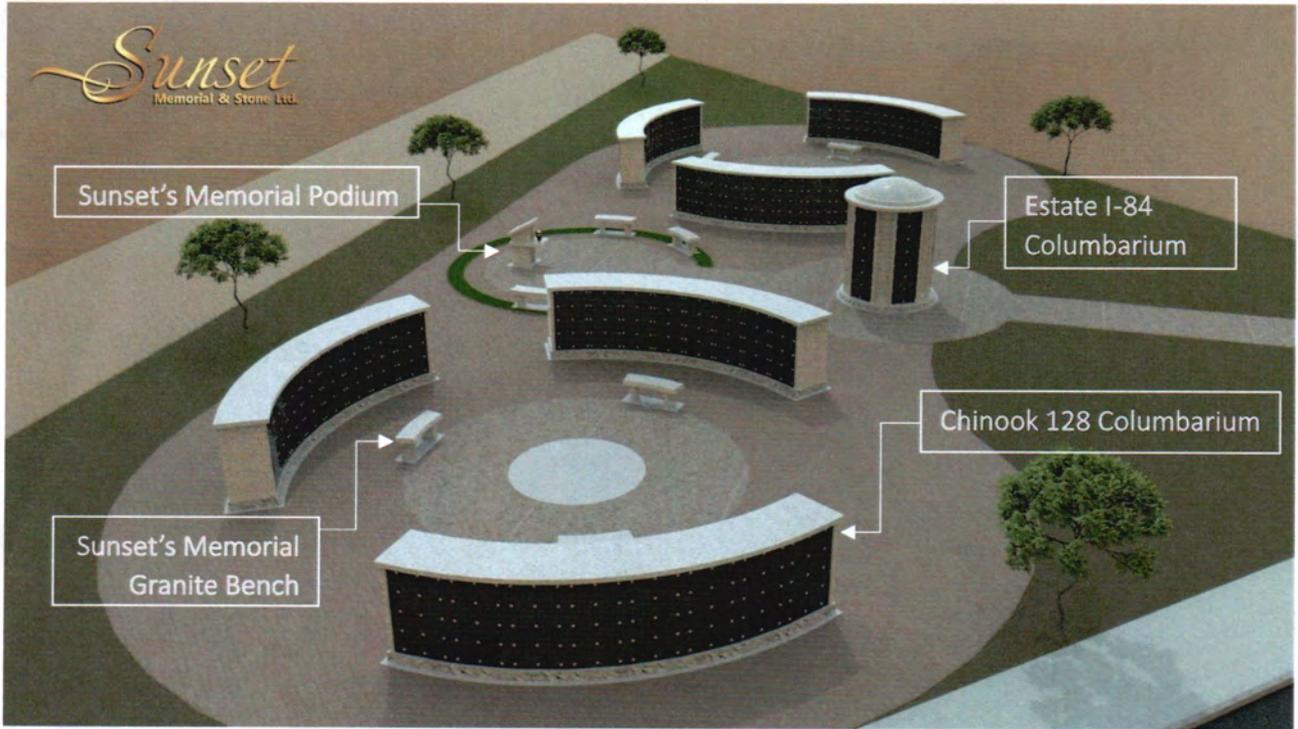


Figure 4. Proposed Columbaria Memorial Garden Phase I – Details



Figure 5. Proposed Columbaria Memorial Garden Phase I – Memorial Podium Detail Rendering

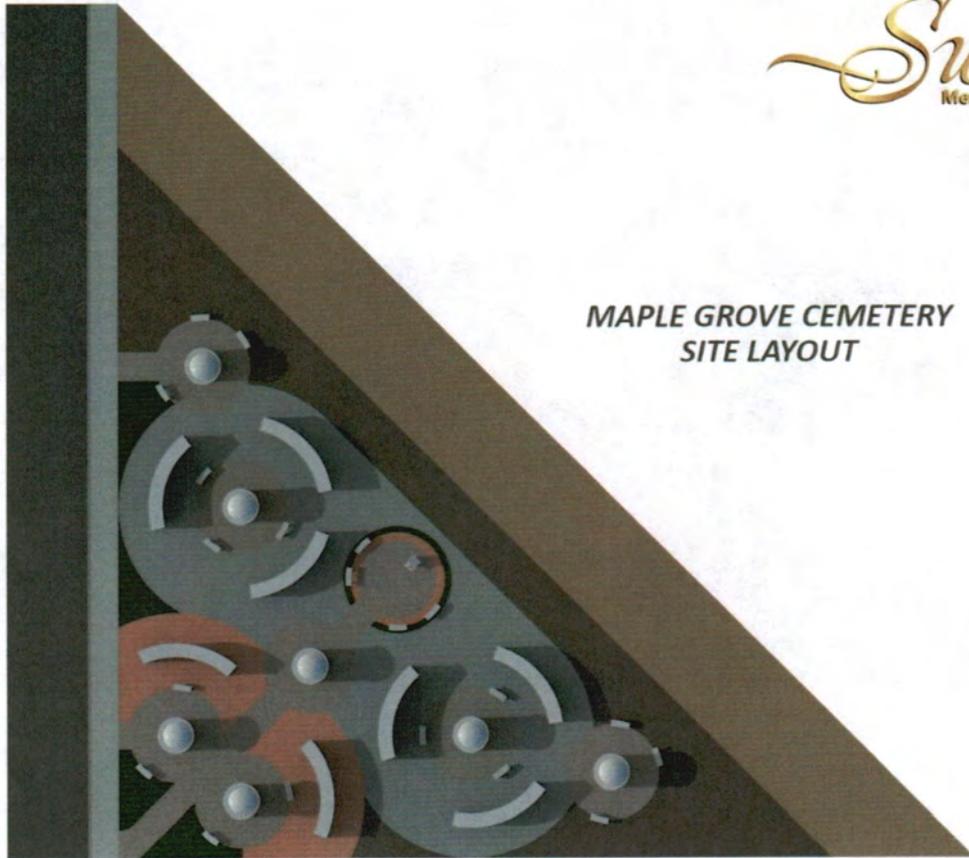


Figure 6. the Concept Layout for the Entire Four-phase



1.1 Detailed Pricing Breakdown

Sunset Memorial & Stone Ltd. is pleased to provide a detailed quotation for the supply, delivery and installation of six (6) double-sided Chinook columbaria and one (1) Estate I columbarium at Mable Grove Cemetery. This proposal includes a total of 852 niches, meeting the City's stipulated requirements. All pricing is provided in U.S. dollars (\$USD). For further insight into our work quality and design approach, shop drawings are available in *Figures 7 to 13*.

Item	Description	Niche Core	Unit Price (USD)	Qty	Total Niches	Price/Niche (USD)	Total Price (USD)
Columbarium – Phase I (852 Niches)							
1	Double-sided Chinook (16x4 high) – 12"x12"x16" Niche Size – Imperial Grey with Premium Black Shutters	Aluminium	\$ 55,531	6	768	\$ 434	\$ 333,186
2	Six-sided Estate I (2x7 high) – 12"x12"x16" Niche Size – Imperial Grey with Premium Black Shutters	Aluminium	\$ 44,525	1	84	\$ 530	\$ 44,525
3	Concrete Foundation by Brak-Hard Concrete†(see quote in Appendix A)						\$ 75,565
4	Foundation Stamped Engineering Drawing by Brak-Hard Concrete (see quote in Appendix A)						\$ 1,000
						Total:	\$ 454,276
Optional Podium and Benches - Phase I							
5	Granite Bench* – Imperial Grey Includes granite foundation - Imperial Grey	Design A	\$ 996	10			\$ 9,961
6		Design B	\$ 1,348	10			\$ 13,476
7		Design C	\$ 1,515	10			\$ 15,149
8		Design D	\$ 2,212	10			\$ 22,121
9	Podium Table* – Imperial Grey		\$ 1,972	1			\$ 1,972

† The foundation quote specifically covers the construction of concrete pads for the columbarium. Additional charges may apply for extra work such as deep foundations, earthwork, or retaining walls, depending on soil conditions. Please note that soil testing is not included and should be provided by the City.

* The granite bench or podium table is assumed to be shipped with the columbarium unit. If this is not the case, additional shipping cost will be applied.



Optional Shutter & Trims Colour Cost (please see *Figure 14* for granite colour palette)

<input type="checkbox"/> Premium Black	Price as quoted	<input type="checkbox"/> Bahama Blue	Extra \$8 per shutter
<input type="checkbox"/> Canadian Mahogany	Extra \$19 per shutter	<input type="checkbox"/> Dakota Mahogany	Extra \$10 per shutter
<input type="checkbox"/> Indian Red	Extra \$10 per shutter	<input type="checkbox"/> Ocean Mist	Extra \$10 per shutter
<input type="checkbox"/> Tan Brown	Saving \$3 per shutter	<input type="checkbox"/> Imperial Grey	Saving \$7 per shutter

Optional Customizations and Enhancements (please confirm the following details)

Column & row denotations	\$350 per columbarium	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____
Sidewall Inscriptions	\$200 per sq ft	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____
Shutter Inscriptions	\$200 per shutter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____
Additional Shutters	\$60 each	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____
Pre-drill Holes for Bronze Wreath Plaque Attachment	\$15 per shutter	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____
Bronze Wreath Plaque with Granite Insert (See APPENDIX E)	\$178 each	Yes <input type="checkbox"/>	No <input type="checkbox"/>	Qty: _____



kybercc.com 1-855-592-3722

RFP: 2024 04 Columbarium
Columbarium submission for Dodge City
Maple Grove Cemetery
Full Garden Design
Cemetery Phase 1 -Quoted
Development – Columbarium Purchase

June 7, 2024

Enclosed please find the submission from Kyber Columbarium. We are a full-service Columbarium company, with over 50 years of industry experience. Kyber Columbarium is a woman owned company with over 30 years experience in the funeral, cemetery, columbarium, and burial vault industries.

We thank you for your consideration of our proposal.

Melanie Turner

Kyber Columbarium and Consulting

1-855-592-3722

Technical Submission

1. Project understanding and design

We understand the area is approx 170' x 170'. We have provided a cremation garden design to show phases and the scale of the proposed area.

The total build out is in excess of 3300 niches. The overall design includes areas for scattering gardens, family estate niches etc. The design can be modified at no charge to reflect the City's vision for the area.

- The garden design is an idea and can be exchanged to any configuration for the same price
- All designs are a welded aluminum superstructure with granite exterior.
- Niches have been quoted in grey with black doors and trim to match existing
- All niches have an inner security door and a granite exterior door that covers each niche.
- The inner aluminum security door and the outer granite door will be held by tamper proof security screws. We have included the niche inurnment instructions to show this in greater detail.
- Minimum of 2 extra granite niche fronts will be provided.
- Extra rosettes, security screws and security tools will be provided
- Timelines for installation will be provided upon award and finalization of selections. The normal duration from finalization to completion is 14-186 weeks.
- We also include our committal shelf, curtain and curtain rod for the inurnment service. (see attached picture)

2. Delivery and Installation

- Installation by Kyber staff
- The units will be 99% completed in our shop and then shipped out once we arrange the date of delivery with the cemetery

3. Warranty

- We have included our 25-year warranty
- Should any part breakdown, be lost or damaged, Kyber will facilitate replacement within 24hrs of contact at no cost
- Spare screws and rosettes will be provided at no extra cost unless large quantities are requested.

4. Innovation and added value

- Included in our quote is our committal shelf and curtain. This shelf attaches to the front of the open niche for urn placement during the committal service. See attached file.
- Our aluminum niches allow the interior of the units to breathe which eliminates degradation of the niche contents by trapped humidity.

5. Site Safety and post work clean up plan

- Our plan includes fencing around areas to be excavated for foundations. The fence will be removed once the foundations are poured to allow for the flat work to be completed by the City. Columbariums will be assembled at out plant. We will have a bin to dispose of all the packaging. Installation will take 2-4 days.

6. Timeline

- Once the overall design is approved, all the items will be ordered. I will take 14-18 weeks depending when all is approved. The foundation would begin in late Aug, early Sept. Local contractors, crane companies etc will be used where possible.

7. References are attached in separate files

- Contact info for references:

Mount Pleasant Cemetery - Custom niches with foundations
Krence Dizon -cell : 416-936-6734 office : 416-696-7866 ex 6573
kdizon@mountpleasantgroup.com

City of Niagara Falls- Lundy's Lane - Custom niches with foundations, brick entrance wall,
landscaping
Mark Richardson cell1-905-658-8541 office 905-356-7521 ex 5301
mrichardson@niagarafalls.ca

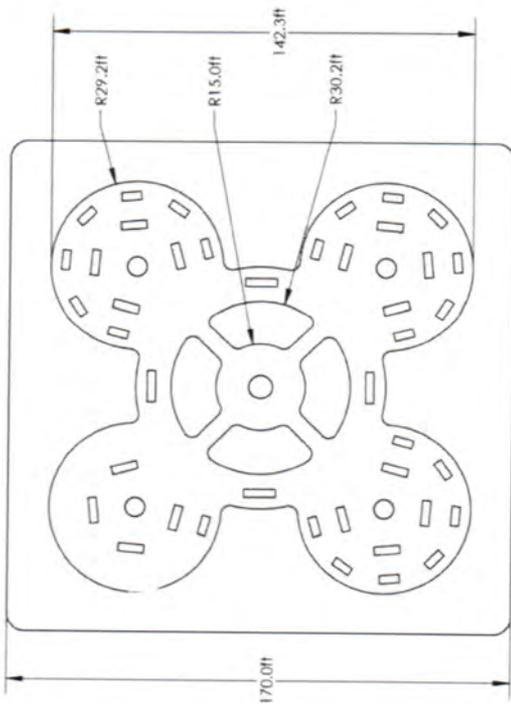
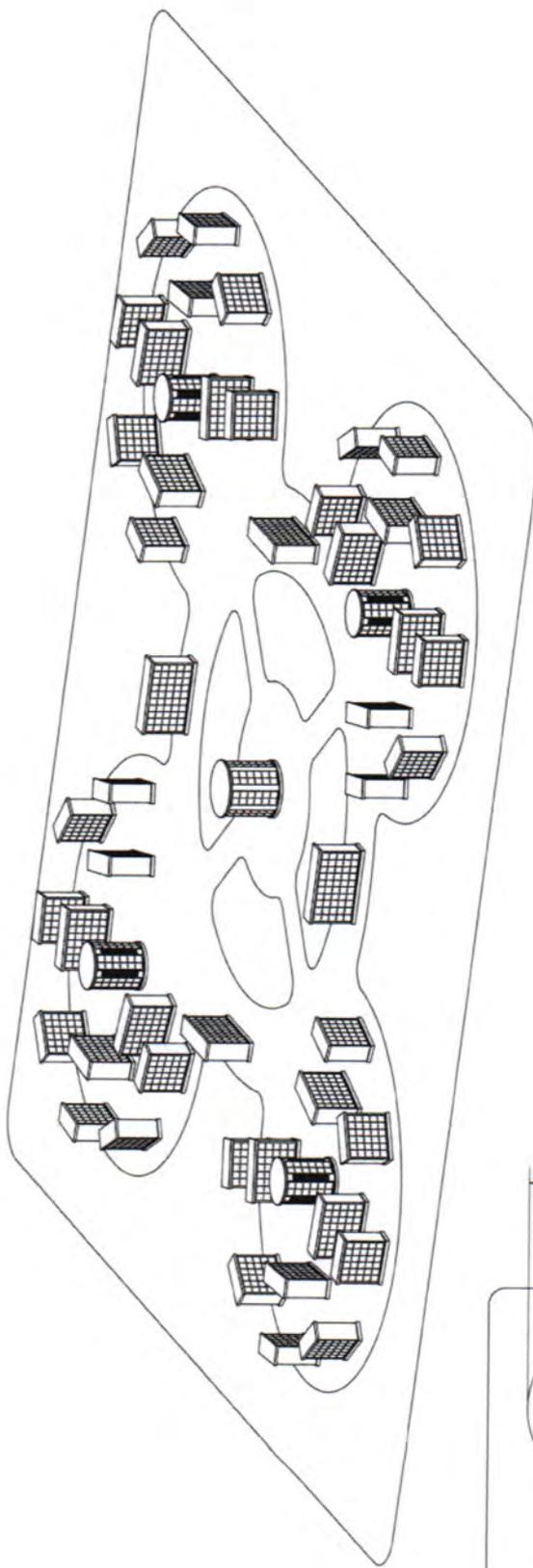
We have another in Ewing NJ but it is to be completed later this summer

8. Affirmative Action Statement

- Kyber is 100% woman owned and understands the struggles minorities can face. Kyber is an equal opportunity employer and currently employs two people with refugee status with work visas. We welcome diversity, we believe it makes us a stronger company. See attached for AAS.

ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	MASSACHUSETTS-PLAN-VIEW	MASSACHUSETTS PLAN	1
2	WINDSOR-96-14-DEEP	WINDSOR 96 UNITS 12WX13HX14D	1
3	WINDSOR-72-FLAT-12X13X14	WINDSOR 72 UNITS 12WX13HX14D	4
4	CHELMSFORD-60-14	CHELMSFORD 60 UNITS 12WX13HX14D	28
5	CHELMSFORD-80-14	CHELMSFORD 80 UNITS 12WX13HX14D	16
6	CHELMSFORD-100-14	CHELMSFORD 100 UNITS 12WX13HX14D	4

REV.	DESCRIPTION	DATE	APPROVED
		05/20/2024	



Multi phase design Total of 3344 niches

3344 NICHES

kyber
a cyber company

NAME: _____ DATE: 05/20/2024
 DRAWN: _____ CHECKED: _____
 END APPR: _____

SCALE: 1/700 SHEET 1 OF 1

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF KYBER COLLIUMBARUM AND CONSULTING. ANY REPRODUCTION IN PART OR IN WHOLE WITHOUT THE WRITTEN PERMISSION OF KYBER COLLIUMBARUM AND CONSULTING IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:
 CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE 2021 INTERNATIONAL RESIDENTIAL CODE.
 ANGLASUM MACHINING INC.
 1000 W. 10TH ST. SUITE 100
 DENVER, CO 80202
 (303) 733-1111
 WWW.ANGLASUM.COM

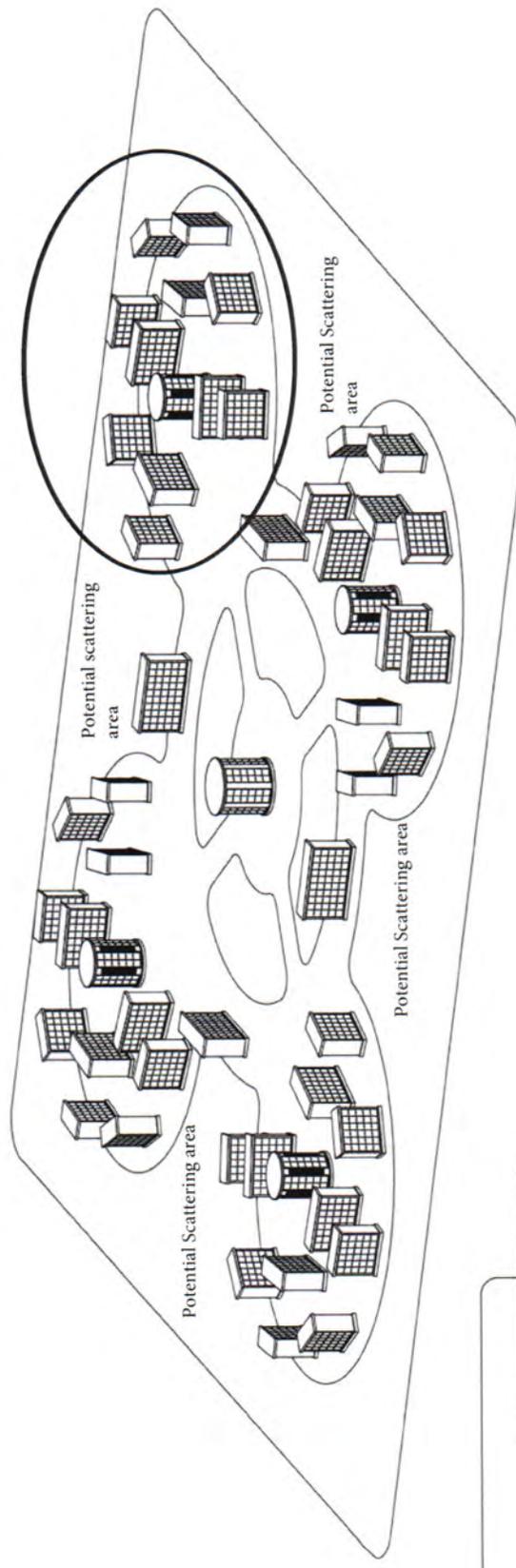
TITLE: Dodge City

REV: _____ DWG. NO.: _____ SIZE: **B**

REVISIONS		DATE	APPROVED
REV.	DESCRIPTION	DATE	APPROVED
		05/20/2024	

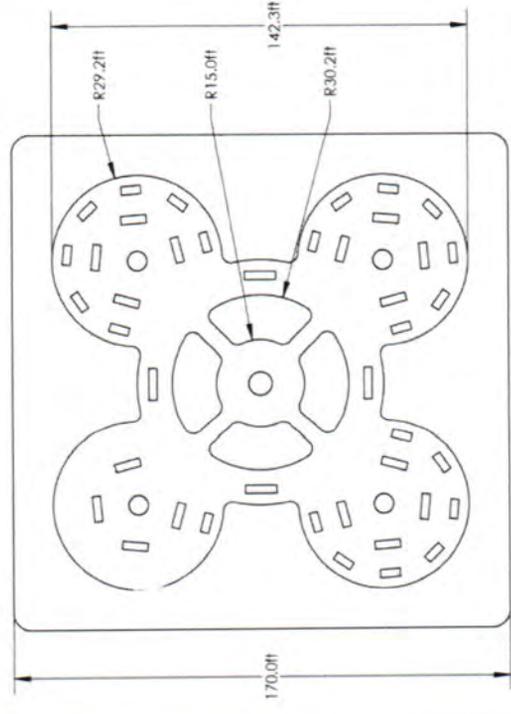
ITEM NO.	PART NUMBER	DESCRIPTION	QTY.
1	MASSACHUSETTS-PLAN-VIEW	MASSACHUSETTS PLAN	1
2	WINDSOR-96-14-DEEP	WINDSOR 96 UNITS 12WX13HX14D	1
3	WINDSOR-72-FLAT-12X13X14	WINDSOR 72 UNITS 12WX13HX14D	4
4	CHELMSFORD-60-14	CHELMSFORD 60 UNITS 12WX13HX14D	28
5	CHELMSFORD-80-14	CHELMSFORD 80 UNITS 12WX13HX14D	16
6	CHELMSFORD-100-14	CHELMSFORD 100 UNITS 12WX13HX14D	4

Potential Phase



Each round section has
812 Niches

Family estate niches can be placed throughout
Family Estate units start as small as two niche
units



3344 NICHES

kyber a cyber company		TITLE: Dodge City	
NAME	DATE	SIZE	DWG. NO.
DRAWN	05/20/2024	B	
CHECKED		WEIGHT:	LBS
ENG APPR	05/20/2024	SCALE:	1:700
UNLESS OTHERWISE SPECIFIED: DIMENSIONS ARE IN FEET FINISHES ARE AS SHOWN ANGULAR SURFACES - RING 1/4" UNLESS OTHERWISE SPECIFIED METRIC PLACE DECIMAL 2 DIGIT INTERMIT DIM AND U.S.A. PER-AMC 114.00 1974 INTERNATIONAL POSITION CODE		REV SHEET 1 OF 1	

PROPRIETARY AND CONFIDENTIAL
 THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF KYBER COLLABORIUM AND CONSULTING. ANY REPRODUCTION IN PART OR WHOLE WITHOUT THE WRITTEN PERMISSION OF KYBER COLLABORIUM AND CONSULTING IS PROHIBITED.



Quote

Date	Estimate #
2024-06-07	256

Name / Address	
Dodge City PO BOX 880 806 N 2nd Ave Dodge City, KS, 67801	
Project	MApple Grove

Ship To
Maple Grove Cemetery

Description	Rate	Qty	Tax
Columbarium as per design (can be changed) \$417 per niche x 812 niches (can be higher quantity to reach the desired 850 the price per niche stays the same) 3 grey granite benches included Large standard size niches 12 W x 13 H x 14 Deep Includes grey exterior, black or tan brown or indian mahogany doors and trim Peaked roofs can be added for and additional cost Includes bronze rosettes Aluminum interiors (full granite units can be substituted for a lower cost) All doors interchangeable 40 spare doors included Rubber mat in each niche for urn placement Shipping and install Included Committal shelf with Curtain and curtain rod (3 sets) Second security interior door Committal Shelf 25 year warranty Dunnage removal included Exclude all applicable licensing or permits	414.00	812	E

		Subtotal
Toll Free: 1-855-KYBERCC (592-3722)	Sign & Return to make this an order: _____	Sales Tax
		Total

GST/HST No. 718559495



Quote

Date	Estimate #
2024-06-07	256

Name / Address	
Dodge City PO BOX 880 806 N 2nd Ave Dodge City, KS, 67801	
Project	MAple Grove

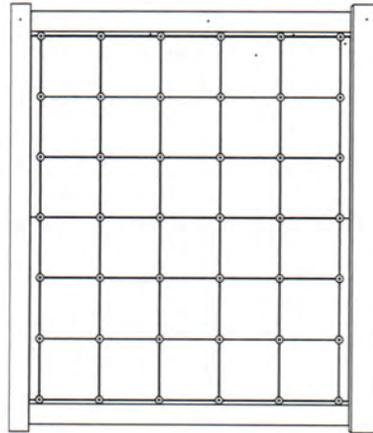
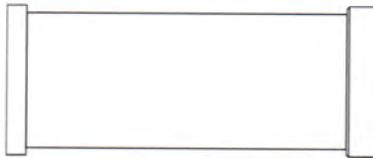
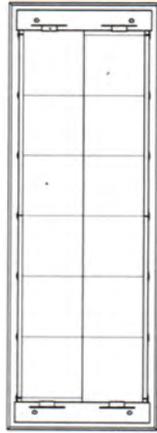
Ship To
Maple Grove Cemetery

Description	Rate	Qty	Tax
Foundations for 1 -Windsor 72 (round), 4 Chelmsford 80 (rectangle) 6 Chelmsford 60 (rectangle) Foundation design is with cassions but ground conditions will have to be confirmed Soil to remain on the cemetery grounds (stays within cemetery property)	43,000.00		E

		Subtotal	\$379,168.00
Toll Free: 1-855-KYBERCC (592-3722)	Sign & Return to make this an order: _____	Sales Tax	\$0.00
		Total	\$379,168.00

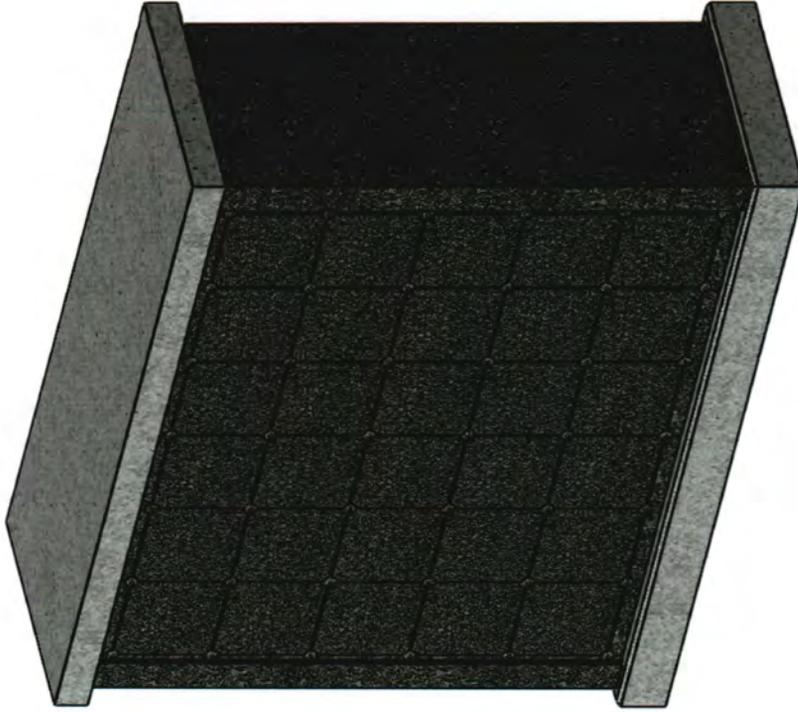
GST/HST No. 718559495

ITEM NO.	PART NUMBER	DESCRIPTION	QUANTITY
1	BASE-K-02415	GRANITE BASE	1
2	ROOF-K-02416	GRANITE ROOF	1
3	SIDE-K-02417	GRANITE SIDE	2
4	NEAR-K-02419	FRAME 6 WIDE 5 HIGH 12X12X12D	2
5	K-00399	BRACKET SIDE RETAINER C-CLIP	8
6	TRIM-K-00127	GRANITE TRIM .875" X 1.875" X 36.000"	8
7	TRIM-K-02427	GRANITE TRIM .875" X .750" X 38.000"	4
8	TRIM-K-02428	GRANITE TRIM .875" X .750" X 26.000"	4
9	K-ROSETTE	ROSETTE	84
10	DOOR-K-01023	GRANITE DOOR	60



5

REV.	DESCRIPTION	DATE	APPROVED
01	INITIAL RELEASE	06/21/2022	DM



3D VIEW
SCALE: NTS

PROPRIETARY AND CONFIDENTIAL
THE INFORMATION CONTAINED IN THIS DRAWING IS THE SOLE PROPERTY OF KYBER COLUMBIUM AND SHALL BE KEPT CONFIDENTIAL IN FULL OR AS A WHOLE WITHOUT THE WRITTEN PERMISSION OF KYBER COLUMBIUM AND CONSULTING IS PROHIBITED.

UNLESS OTHERWISE SPECIFIED:
DIMENSIONS ARE IN INCHES
FRACTIONAL 1/16" MIN 1/16"
TWO PLACE DECIMAL 1/32"
THREE PLACE DECIMAL 1/1016"
MIN ANGLE 1/4" MIN 1/8"
MIN 90 DEGREE
MIN 90 DEGREE



kyber <small>an airtec company</small>		TITLE: CHELMSFORD 60 UNITS	
DRAWN	NAME	DATE	REV
CHECKED	QMINX	06/21/2022	01
ENG APPR	DM	06/21/2022	WEIGHT: 1:24
			SHEET 1 OF 1

Maple Grove Cemetery
City of Dodge City
RFP 2024 04 Columbariums

Cover Letter

June 7, 2024

Quarry Direct - Concept to Installation

The lifetime of a Columbarium is not measured in years rather it is measured in centuries. We believe that this Columbarium will be a highlight of Maple Grove Cemetery's legacy. A Columbarium is a permanent structure of a cemetery and it has to be designed and manufactured with the following key considerations:

Longevity

We use 100% all natural granite as the primary material in all our projects. Granite is fabricated, and assembled using stainless steel dowel pins and fasteners. We use Italian porcelain plaques inlaid into the granite surface for artwork decoration and bronze accessories.

We do not use cement, or concrete for the columbarium. We do not use paint for artwork and we do not use aluminum for reinforcement. Use of aluminum for reinforcement will weaken the structural integrity of the construction. Aluminum will oxidize over a period of time and will weaken at the joints.

Maintenance

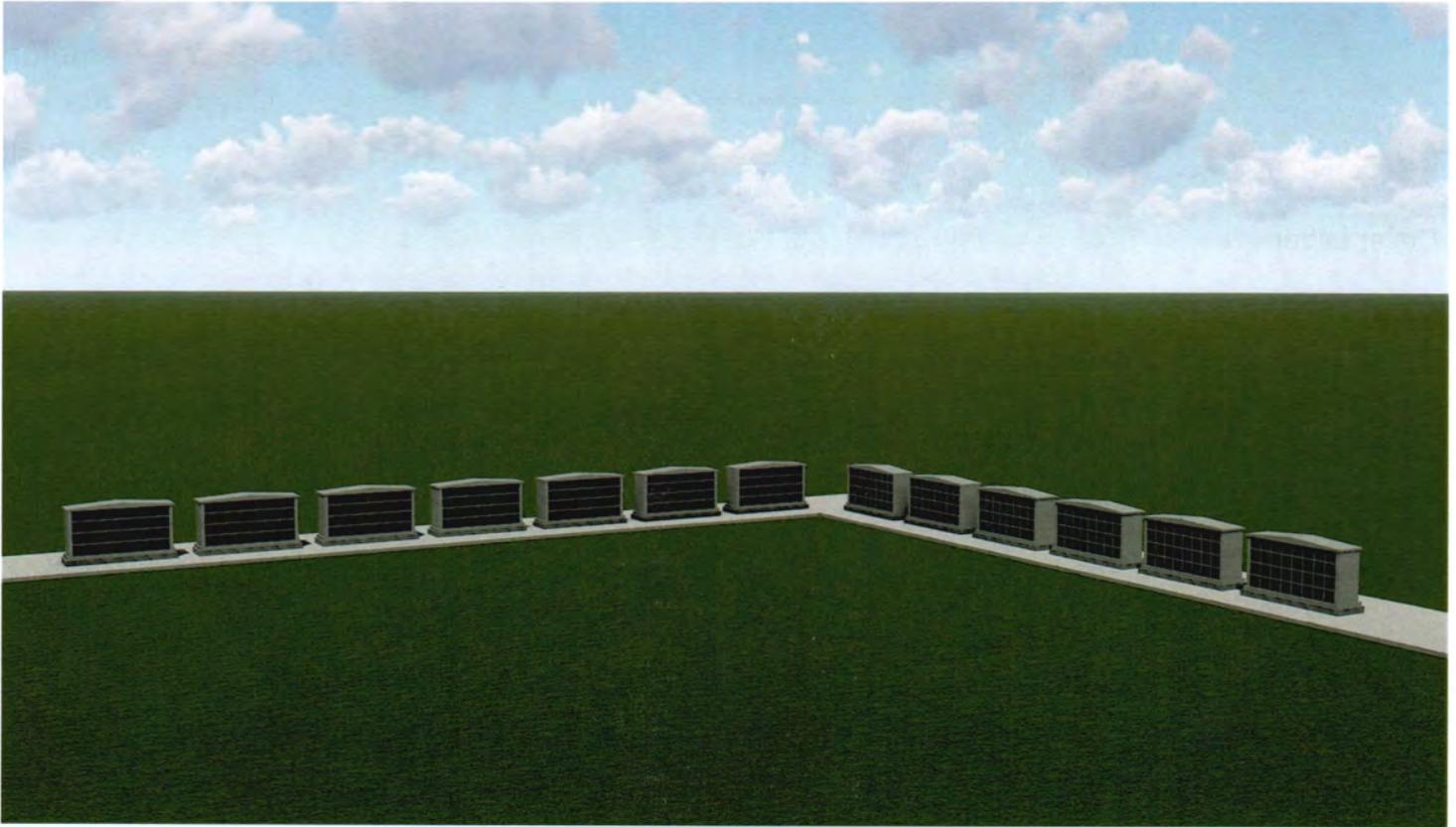
Granite is a natural material. When all the exposed surfaces are polished using specialized diamond grit pads, it requires minimum to no maintenance. All it needs is periodic high pressure water wash.

Aesthetics

Our exclusive inlaid decorative artwork using CNC machines add life to the stone and create a visual appeal. This process is unique to us and we guarantee to impress. All artwork will withstand the elements of nature as much as the granite itself.

Timeless appeal

Granite has withstood the test of time for centuries. Durable granite construction with the right granite choices will never fail to appeal.



Based on the guidelines provided in the RFP we believe that the options are limitless in creating a Columbarium Project. The options can only be determined based on the financial budget.

Our basic option for this project is construction of the Columbariums as rectangular structures. We have provided multiple options in rendering for you to visualize.

All the options are made out of 100% Natural Granite material

Anchored and secured using rust proof stainless steel rods and fasteners.

We do not use non durable materials like concrete, or aluminum for fabrication of the columbarium

All the options will have 610 niches in total - 12" x 12" x 12" with solid individual granite inner doors and 3/4" granite outer doors.

The designs and materials used in this concept will meet or exceed the specifications outlined in the RFP.

We do not artificially enhance the appearance of the natural granite.

Rectilinear structures arranged along the perimeter of the assigned area

Cost of the complete project - Including all work as defined in the RFP - \$392,450.00

Upgrade options

Add Granite Pavers

Add Granite Benches



City of Dodge City
PO Box 880
Dodge City, KS 67801

RE: CONCRETE PROPOSAL
Maple Grove Cemetery
Dodge City, KS

October 2, 2024

We propose to provide all labor, material and equipment as required for the following concrete work at the Maple Grove Cemetery in Dodge City, KS as per your plan and the scope of work listed below:

Concrete Work:

- 1 – 8'8" diameter x 3' Footing
- 12 – 39" x 97" x 3' Footings
- 2 – 97"x97"x 3' Footings

Phase 1 Price: \$39,640.00

Includes:

- Layout of our work
- Excavation of All Footings
- Forming Top of and Placing Concrete
- 4000 psi Ready Mixed Concrete
- Reinforcing as per plan
- Disposal of spoils from Excavation
- Sales Tax is **NOT** included (Bid as exempt)

Chris Mills
VP of Business Operations
Office 620-225-1199
Cell 620-789-0901
cmills@bldgsolutions.net

DTD Construction Inc

1901 W. Comanche
KS 67801

E-mail
derekdeines.dd@gmail.com

Phone #
3167062956

Estimate

Date	Estimate #
8/2/2024	1117

Name / Address
cemetery footings ATTN. Chris Austin

Project

Description	Qty	Rate	Total
dig haul off form pour footings all labor and material is included in price		40,500.00	40,500.00
Sales Tax		9.00%	0.00
Total			\$40,500.00



Brak-Hard Concrete Const. Co., LLC



By City of Dodge City



Post Office Box 423
Dodge City, Kansas 67801-0423
Office: 620/225-1957 Fax: 225-1918

Our email address
voyager@unitedwireless.com
Visit our website @
brakhard.com



Monument &/or Memorial Proposal

Page 1 of 5

9/24/2024

City of Dodge City

Mr. Chris Austin
Post Office Box 880
Dodge City Kansas 67801



Re: Proposal # 2409-5542-Maple Grove , All
Labor & Material Proposal/Contract

Dear Mr. Austin :

We hereby propose to furnish, in accordance with the 2018
International Building Code & the ACI Manual, all labor & materials to complete your project as described below:

ACI Certification: It is a fact that, in the State of Kansas, 18% of all ACI Certified Concrete Finishers are employed by Brak-Hard Concrete & that we have the only ACI Finishers in Western Kansas. www.aci-int.org/general/home.asp
All Associates are Legally working in the US & we gladly provide proof of this.



DIAGRAM BELOW AND ATTACHED PLANS ARE THE WORK OF THE CITY OF DODGE CITY ENGINEERING DEPARTMENT MR. RAY SLATTERY-ENGINEER

Work Site: See diagram, Maple Grove Cemetery in Dodge City Kansas 67801

With a plan, we will layout, scalp the ground, construct 489.04 sq. ft. of overall 36" thickness, rebar #4 doveled, other steel #4 rebar, 4,000 psi air entrained concrete for above & exposed concrete. All concrete delivered has no fly-ash or fly ash additives that would reduce durability & psi of the concrete mix design used. All underground foundations have square corners, except for the circle that will have a round top.

Project Scope: a. Kansas Digsafe; b. Dig the foundation, plus removal of any unused fill at completion; c. Compact the base; d. using the earth as the forms, tie all steel rebar #4 into place 6" from all sides on 12" centers; e. place the concrete in two lifts, first lift at 3" slump, second lift (8" minimum) will be formed perimeter with rebar #4 on 12" centers anchored to the first lift using air entrained concrete with a slump of up to 4" & finished to a light broom finish with all exposed concrete edges given a 3/4" chamfered edger using a special hand edger. Finally, remove top forms, grade the area to a neat, clean compacted (as needed) finished condition with the soil level 1.5 inches below the finished grade.

Project measurements are: See plan attached now supplied by DC Engineering Dept. Circle (1) 46.14 sf (note of 6" ring cavity in center); Squares (2) 127.008 sf; & Cuboids (12) 315.90 sf.

Concrete finish to be a light broom finish (air-entrained) with control joints sawed or grooved as required by ACI. Care will be taken to protect the existing road by using the field from the north plus place traffic control devices will be installed to protect both the public and our work.

It is understood that unit prices will be used for final billing. This is due to possible changes that may be made at the job site (you add more concrete work) or more accurate measuring due to a completed concrete surface to measure. If enlarged than billing would be as follows: you/we would take the dollar amount divided by the sq. ft.

This project is subject to ACI 306R-88 Cold Weather Protection as required under ACI standards for satisfactory concrete during cold weather.

Our Concrete is Placed, Not Poured

Kansas Pre-State & American Concrete Institute Certified

WE PROPOSE to furnish labor & material-complete in accordance with the above specifications for the sum of:

Seventy two thousand six hundred thirty Five 80/100 dollars ... \$72,635.80

Payment to be made as follows: By 10th of each month following billing. 1-1/2% per month finance charge on all past due accounts. Please note that our quote does not include sales tax. It will be charged unless this is new structure construction, PEC provided or exempt by Ks. law.

Accepted: The above prices, specifications & conditions are satisfactory & are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. Permission is given to place a Brak-Hard sign in place on the jobsite until payment is made in full. It is understood that Brak-Hard is not responsible for underground sprinkler systems.

Respectfully submitted,
Brak-Hard Concrete Const. Co.

Note: This proposal may be withdrawn by us if not accepted within 30 days.

By: _____

Date of Acceptance: _____

Kansas One-Call Excavation Ticket #:

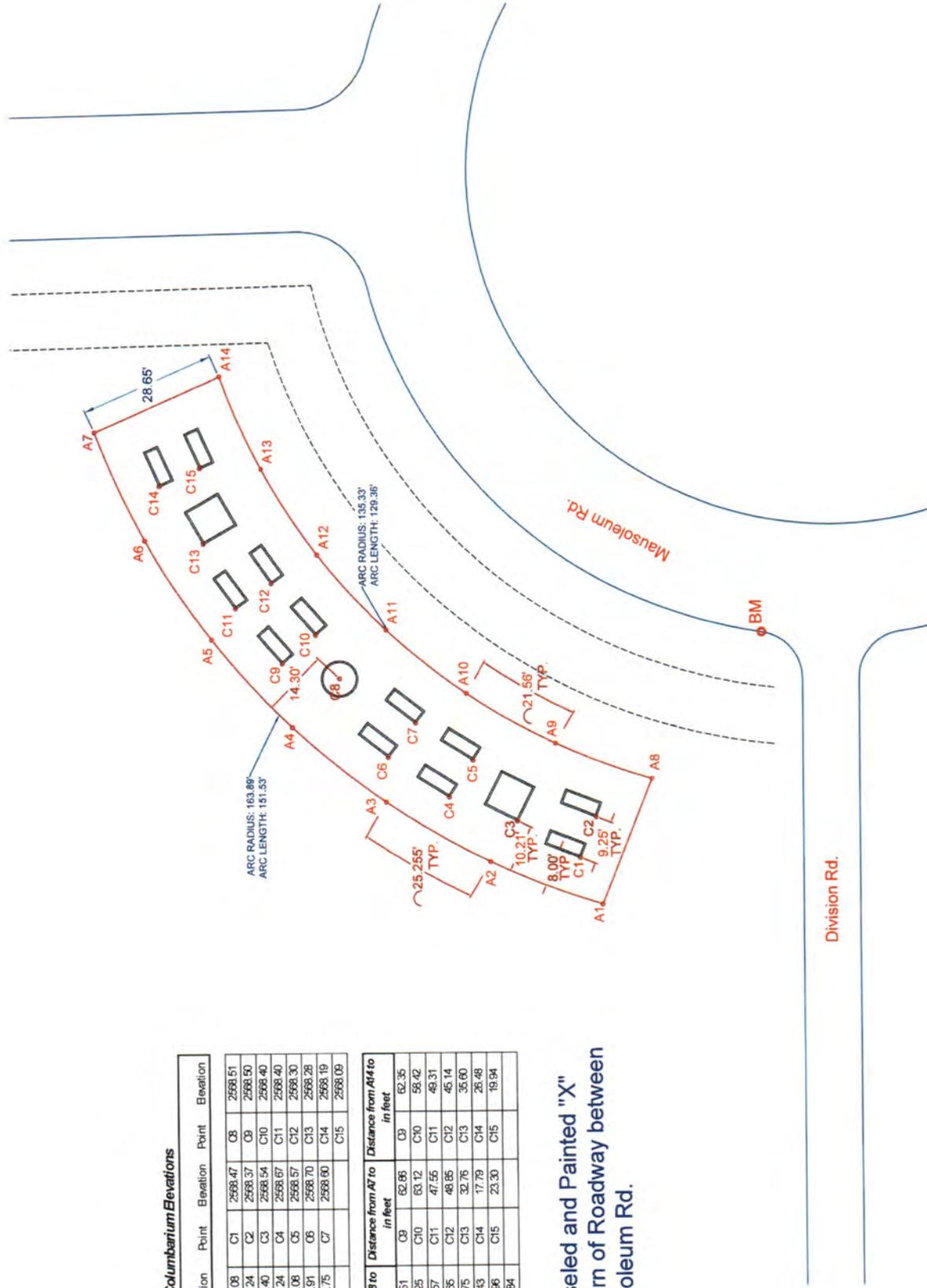


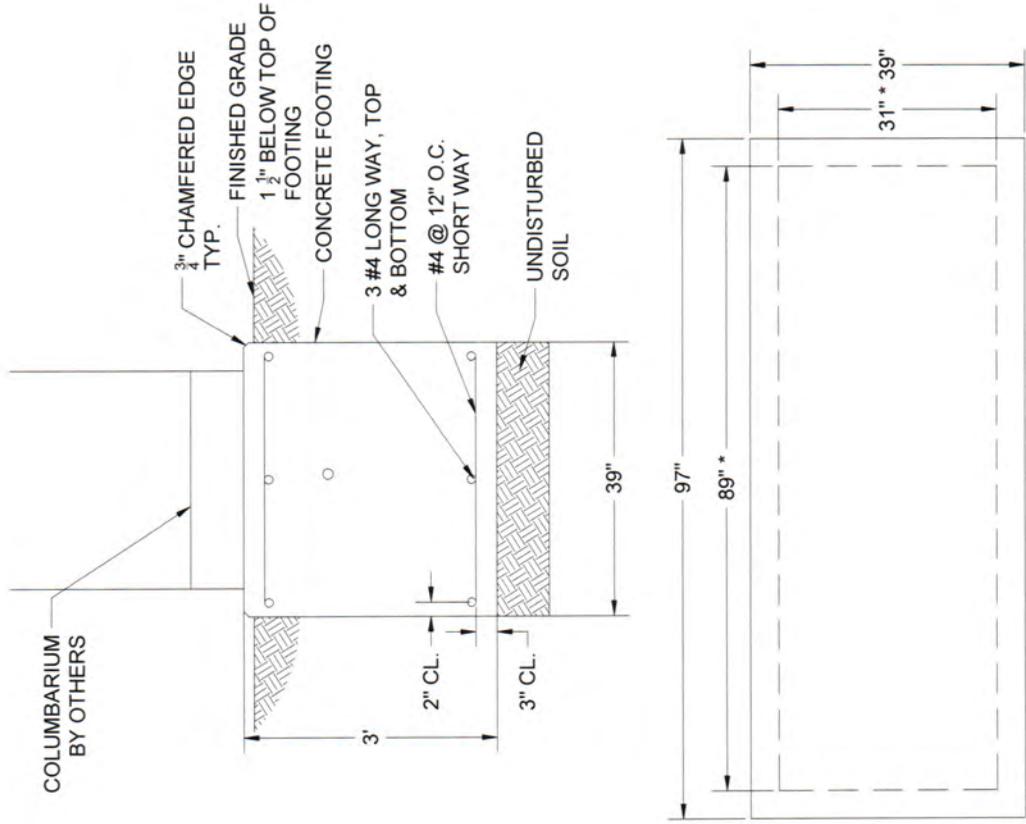
Maple Grove Columbarium Elevations

Point	Elevation	Point	Elevation	Point	Elevation	Point	Elevation
A1	2568.38	A8	2568.08	C1	2568.47	C8	2568.51
A2	2568.54	A9	2568.24	C2	2568.37	C9	2568.50
A3	2568.70	A10	2568.40	C3	2568.54	C10	2568.40
A4	2568.54	A11	2568.24	C4	2568.67	C11	2568.40
A5	2568.38	A12	2568.08	C5	2568.57	C12	2568.30
A6	2568.21	A13	2567.91	C6	2568.70	C13	2568.28
A7	2568.05	A14	2567.75	C7	2568.60	C14	2568.19
						C15	2568.09

Distance from A1 to	Distance from A8 to	Distance from A7 to	Distance from A14 to				
In feet	In feet	In feet	In feet				
C1	11.04	C9	62.66	C9	62.35		
C2	18.66	C2	14.25	C10	63.12	C10	58.42
C3	26.22	C3	29.57	C11	47.56	C11	49.31
C4	33.74	C4	42.65	C12	48.66	C12	45.14
C5	41.04	C5	37.75	C13	32.76	C13	35.60
C6	54.79	C6	55.43	C14	17.79	C14	26.48
C7	55.08	C7	50.96	C15	23.30	C15	19.94
C8	73.15	C8	68.84				

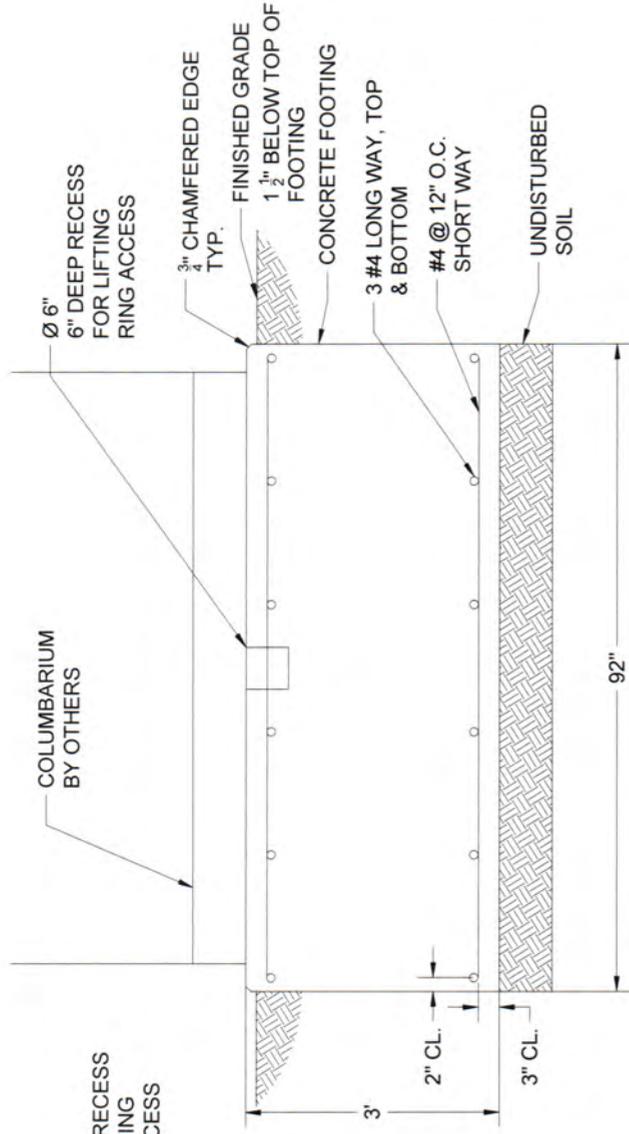
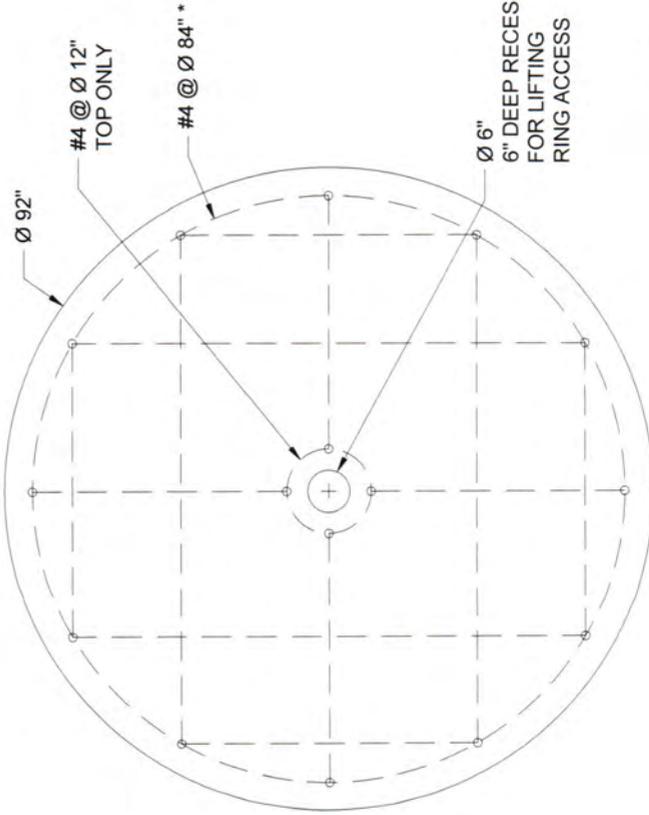
BM = 2565.71 Chiseled and Painted "X" on North Curb Return of Roadway between Divisions and Mausoleum Rd.





* - COLUMBARIUM SETTING AREA

DRAWN BY JR	CITY OF DODGE CITY, KANSAS CITY HALL	PROJECT NO
CHECKED BY	ENGINEERING DEPARTMENT (620) 225-8106	SHEET OF 1 3
DATE 8/2024	MAPLE GROVE CEMETERY DETAILS	REVISIONS



* - COLUMBARIUM SETTING AREA

PROJECT NO	CITY OF DODGE CITY, KANSAS
SHEET OF	CITY HALL ENGINEERING DEPARTMENT (620) 225-8106
REVISIONS	MAPLE GROVE CEMETERY DETAILS
2	3
8/2024	
DATE	
CHECKED BY	JR
DRAWN BY	JR

