



CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Tuesday, January 20, 2026

7:00 p.m.

MEETING # 5332

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 5, 2026.
2. Approval of City Commission Special Meeting Minutes, January 8, 2026.
3. Appropriation, Ordinance No.2, January 20, 2025.
4. Approve the Proposal for Flow Monitoring of Sanitary Sewer Interceptors.
5. Approve the quote from Shelley Electric, Inc. to install a new Siemens 1200A Breaker at the Biogas Facility.

ORDINANCES & RESOLUTIONS

Resolution No. 2026-01: A Resolution Declaring the Eligibility of the City of Dodge City, Kansas to Apply for the Fy 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program and Authorizing the City Manager to Sign and Submit Such an Application. Report by Tanner Rutschman, City Engineer.

Resolution No. 2026-02: A Resolution of The City of Dodge City, Kansas, Authorizing the Preparation of Financial Statements and Financial Reports on The Basis of Cash Receipts and Disbursements. Report by Nicole May, Finance Director.

UNFINISHED BUSINESSES

NEW BUSINESS

1. Approval of the Audit Engagement letter with Kennedy McKee & Company for the year ending December 31, 2025. Report by Nicole May, Finance Director.
2. Approval of 2026 Advisory Board and Commissions Appointments. Report by Collin Clark, Public Information Officer.
3. Approve the Contract Amendment to Complete Additional Design Scope for Phase IV Levee Certification. Report by Tanner Rutschman, City Engineer.
4. Approve the Proposal to design a 30-inch Parallel Sanitary Sewer Interceptor Line to help relieve the flow in the existing 27” sanitary sewer interceptor. Report by Ray Slattery, City Engineer.
5. Approve the Proposal to Design and provide Bidding Assistance and Construction Administration for Two New Municipal Water Wells. Report by Ray Slattery, City Engineer.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Attorney/Client Privilege Matters exception found in K.S.A. 75-4319(b)(2)

ADJOURNMENT



CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, January 5, 2026

7:00 p.m.

MEETING # 5330

CALL TO ORDER

ROLL CALL Mayor Jeff Reinert, Commissioner Daniel Pogue, Chuck Taylor, Rick Sowers, Michael Burns

INVOCATION BY Kurt Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Michael Burns made a motion to approve the agenda as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 5 - 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).

Victory Electric Representatives Angela Unruh CFO and Dylan Ratts Key Count Coordinator presented the city with capital credits for the year 2025. Angela wanted to take the opportunity to thank the city for the great relationship they have with the city. They value that partnership.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 15, 2025.
2. Approval of Special City Commission Meeting Minutes, December 23, 2025.
3. Approval of Special City Commission Meeting Minutes, December 30, 2025.
4. Appropriation, Ordinance No. 1, January 5, 2026.

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

ADJOURN SINE DIE

Commissioner Michael Burns made a motion that the city commission adjourn sine die. Commissioner Daniel Pogue seconded the motion. The motion carried 5 – 0.

INSTALLATION OF ELECTED CITY COMMISSIONERS (With Oath Ceremony)

City Clerk administered Oath of Office to newly elected City Commissioners Michael Burns, Chuck Taylor and Rick Sowers. All are returning, re-elected City Commissioners.

ELECTION OF MAYOR AND VICE MAYOR

Commissioner Michael Burns made a motion to nominate Daniel Pogue as Mayor of Dodge City for the 2026 calendar year. Commissioners Chuck Taylor seconded the motion. The motion carried 5 – 0. Vice Mayor, Commissioner Chuck Taylor made a motion to nominate Michael Burns as Vice Mayor. Commissioner Jeff Reinert seconded the motion 5 – 0.

ORDINANCES & RESOLUTIONS**UNFINISHED BUSINESSES****NEW BUSINESS**

1. Commissioner Rick Sowers made a motion to approve the proposal in the amount of \$827,946.20 to provide ground support to GSI for the repair of existing void and ground improvement in and around Anaerobic and Aerobic #4. Commissioner Michael Burns seconded the motion. The motion carried 5 – 0.
2. Commissioner Chuck Taylor made a motion to approve the quote in the amount of \$184509 for the Electrical and SCADA System Improvements for the Installation of the New Direct-Fired Thermal Oxidizer. Commissioner Jeff Reinert seconded the motion. The motion carried 5 – 0.
3. Commissioner Michael Burns made a motion to approve the 2026 Dodge City Legislative Policy. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.
4. Commissioner Michael Burns made a motion to approve the 2026 Southwest Kansas Coalition Legislative Policy. Commissioner Chuck Taylor seconded the motion. The motion carried 5 – 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Jeff Reinert made a motion to adjourn the meeting. Commissioner Michael Burns seconded. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



SPECIAL CITY COMMISSION MEETING MINUTES

Municipal Service Building/Strobel Solutions Center

100 Chaffin Road

Dodge City, KS

Thursday, January 8, 2026

7:00 a.m.

MEETING # 5331

CALL TO ORDER

ROLL CALL Mayor Daniel Pogue, Commissioners Michael Burns, Rick Sowers, Jeff Reinert, Chuck Taylor were all present.

APPROVAL OF AGENDA

Commissioner Rick Sowers moved to approve the agenda as presented. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

EXECUTIVE SESSION

At 7:02 am Commissioner Michael Burns moved to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(2), justification to close the meeting is to consult with attorney on matters privileged in an attorney/client relationship. The open meeting will resume in the city commissioner chambers in 60 minutes at 8:02 am. The meeting will include the Commissioners Daniel Pogue, Rick Sowers, Michael Burns, Jeff Reinert, City Manager Nick Hernandez, Assistant City Manager Melissa McCoy, City Attorney Paige Gilmore, City Engineers, Ray Slattery, Tanner Rutschman, Finance Director, Nicole May, City Clerk, Connie Marquez. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0. The City Came out of executive session, back to open session.

At 8:02 am Commissioner Burns moved to extend the executive session to 25 more minutes until 8:27 am. Commissioner Chuck Taylor made a motion and Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

At 8:27 am Commissioner Burns moved to extend the meeting 15 minutes more to 8:42 am. Commissioner Jeff Reinert seconded the motion. The motion carried 5 - 0.

Open meeting reconvened at 8:42 am.

BUSINESS

There was discussion on the Heritage Star Bond District.

ADJOURNMENT

Commissioner Micael Burns moved to adjourn, Commissioner Jeff Reinert made a motion, and Chuck Taylor seconded the motion. Motion carried 5 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: January 20, 2026
Subject: Approve Proposal for Flow Monitoring of Sanitary Sewer Interceptors, SS 2602
Agenda Item: Consent Calendar

Purpose: The recently completed sanitary sewer master plan indicated that there may be surcharging of some interceptors basically along Wyatt Earp Blvd. & Park St. This proposal will investigate these lines more in depth and then provide a report that can be used for future planning.

Recommendation: Approve the Proposal to study possible surcharging of some sanitary sewer interceptors and provide a final report on the findings from PEC Consultants in the amount of \$25,000.00.

Background: In the Sanitary Sewer Master Plan recently completed, it was calculated that several sanitary lines along Wyatt Earp Blvd. and Park St. could be flowing at a surcharged capacity. This project will determine the best location is install some flow meters to collect data to determine the actual flow, if there is in fact surcharging taking place, and how much flow is going through these lines. PEC will help the City find the best flow meter to collect the necessary data. The City will be responsible for the purchase of these flow meters. The flow meters will be the property of the City and can be used for future data collection.

Once the data is collected, PEC will provide a report on the data collected and determine what improvements may be necessary. Then these improvements or other options are considered.

City Commission Options:

1. Approve Proposal
2. Deny Proposal
3. Table for further discussion

Financial Considerations:

Amount \$: \$25,000.00

Fund: Sewer Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

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

Attachments: PEC's Proposal

Approved for the Agenda by:

Ray Slattery, PE

Name, Title



December 9, 2025

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

Reference: AGREEMENT for Dodge City Inflow and Infiltration Memo
Dodge City, KS
PEC Project No. 251380-000

Dear Mr. Slattery:

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

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

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

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days

from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

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

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

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

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

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

differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

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

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

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

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

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

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

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

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client

specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

GAS:cem

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Michael D. Kelsey, PE

Title: VP | Municipal & Water/Wastewater Engineering

Date: _____

ACCEPTED:

CITY OF DODGE CITY

By: _____

Printed Name: _____

Title: _____

Date: _____



DODGE CITY INFLOW AND INFILTRATION MEMO EXHIBIT A

A. Project Description

1. The Project shall consist of developing an installation plan for flow monitors, reviewing and evaluating system data, comparing collected data to Master Plan findings, and preparing a memorandum outlining proposed additional field investigations to address inflow and infiltration issues.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that field work will be completed by the CLIENT and the Memorandum will be completed in August 2026. Data is anticipated to be collected until July 2026.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Draft Inflow and Infiltration Memo.
 - b) Final Inflow and Infiltration Memo.
 - c) Master Plan Update Memo.

D. Scope of Services

1. Evaluate collection system drainage basins to determine locations for flow monitors.
2. Site visit to locate and evaluate manholes for adequate installation of flow monitors. City staff to assist in locating and opening manholes.
3. Assist City with procuring flow monitors
4. Assist City with providing field survey data to flow monitor representative
5. Provide 3 instances of review of flow monitor data to determine average day, max day, peak flow rates, and inflow/infiltration (I/I) quantities for drainage basins.
6. Compare flow monitor data to Master Plan findings
7. Identify drainage basins with highest level of I/I that may warrant additional inspection methods.
8. Meet with the City to review the recommendations from the draft memo.

E. Additional Responsibilities of CLIENT

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

1. Drawings, studies, reports, and other information available pertaining to the existing site.
2. Provide right of entry for PEC's personnel for performing site visits and inspections.
3. Collection of field survey data required for flow monitors.

4. Procurement and installation of flow monitors.
5. Locating manholes, traffic control, customer notifications, and opening of manholes as needed.
6. Promptly review all study reports, recommendations, contract documents, and other data submitted by PEC, and to advise PEC of any desired corrections, modifications, or additions thereto.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Design Services for Recommended Improvements.
2. Review of funding options and assistance with funding application.
3. Bidding services.
4. Construction Administration Services
5. Condition assessment of existing sanitary sewer system.
6. Construction Testing and Inspection, Construction Staking.

G. Exclusions

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

1. Permitting/Application/Review Fees
2. Filing Fees

H. PEC's Fees & Reimbursable Expenses

1. PEC will invoice CLIENT one time per month for services rendered and Reimbursable Expenses incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for its Scope of Services will be on a standard hourly basis, at the rates established on the attached Rate Schedule plus Reimbursable Expenses not-to-exceed **\$25,000.00**.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

2025 RATE SCHEDULE A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$250
Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer	\$175
Senior Landscape Architect.....	\$180
Landscape Architect	\$130
Senior Planner	\$175
Planner.....	\$155
Design Engineer	\$145
Senior Piping Designer.....	\$160
Piping Designer	\$125
Senior Technician	\$150
Design Technician.....	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent	\$135
GIS Specialist	\$150
GIS Analyst	\$120
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$200
Field Project Manager	\$155
Senior Inspector.....	\$160
Inspector	\$125
Senior Field Technician.....	\$105
Field Technician	\$85
Senior Driller	\$130
Driller	\$95
Land Surveyor	\$140
Crew Chief.....	\$120
Survey Technician	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment.....	\$50/Hour
Subconsultants.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.75/Mile
ATV	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders.....	\$15/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: January 20, 2026
Subject: Biogas Facility 1200A Breaker Replacement Quote
Agenda Item: Consent Calendar

Purpose: This quote includes all electrical work required for the installation of a replacement 1200A breaker at the Warrior Biogas Facility.

Recommendation: Approve the quote from Shelley Electric, Inc. to install a new Siemens 1200A breaker in the amount of \$23,632.00.

Background: The insurance provider for the biogas facility requires that the City have an electrical preventative maintenance program. As part of this program, the 1200A and 1600A breakers must be tested and all the electrical gear must go through insulation resistance testing. During the testing for the 2025 electrical preventative maintenance program, the 1200A breaker was found to have deficiencies. This breaker is original to the plant and is now obsolete, so modifications to the gear must be completed to install a new breaker. The quote includes all work required to make these modifications and install the new breaker.

City Commission Options:

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

Financial Considerations:

Quote Amount: \$23,632.00

Fund: 52142200 441010

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the quote from Shelley Electric, Inc., the City will enter an agreement with Shelley Electric, Inc. and be responsible to make payments in accordance with the items of work outlined in the quote.

Mission/Values: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Attachments: Electrical quote.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Shelley Electric, Inc.

3619 W 29th St South
PO Box 12124
Wichita, KS 67277
Ph 316-945-8311
Fax 316-945-2604

January 5, 2026

Mr. Ray Slattery
City of Dodge City
100 Chaffin Drive
Dodge City, KS 67801

Dodge City WWTP – Biogas Facility 1200A Breaker Replacement

We are pleased to provide you with a quote for your consideration for the above project.

Base Bid: \$ 23,632.00

Scope of work:

- Includes providing and installing a new Siemens 1200A Breaker to replace the existing breaker tested with deficiencies by EPS.
- Includes modifications to the gear to install the new breaker.
- Includes saving the existing breaker to be turned over to the City. If the City would like to have the old breaker tested for possible repairs it is \$1,000 plus freight. Siemens will then provide a quote for the repairs after testing is completed.
- Includes 76 working days after approved submittals for the breaker to be built.
- Excludes SALES TAX.

If you have any questions, please call me at (316) 945-8311

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

Curtis Mitchell
President

SHELLEY ELECTRIC, INC.

PRICING SUMMARY

Description: Replace 1200A Breaker

I	MATERIAL				
	A. Per Extend Sheet			\$	-
	B. Quoted Items			\$	15,821.15
	C. Subcontractor			\$	-
				\$	-
				\$	-
	TOTAL MATERIAL COSTS				\$ 15,821.15
II	LABOR COSTS	HOURS	RATE		
	A. Journeyman	24	\$ 35.00	\$	840.00
	Journeyman O.T.	0	\$ 52.50	\$	-
	Foreman (16% of JW)	3.84	\$ 38.50	\$	147.84
	Foreman O.T.	0	\$ 57.75	\$	-
	Gen Foreman	0	\$ 42.00	\$	-
	Gen Foreman O.T.	0	\$ 63.00	\$	-
	B. Burden %	75%			\$740.88
	TOTAL LABOR COSTS				\$ 1,728.72
	TOTAL DAYS ADDED TO THE PROJECT:		3.5		
III	EQUIPMENT COSTS				
	A. Small Tools (4.5% of Labor Cost)			\$	77.79
	B. Rental Equipment			\$	-
	C. Transportation Costs (6% of materials)			\$	-
	D. Storage Costs (3.5%) of materials			\$	-
	TOTAL EQUIPMENT COSTS			\$	77.79
IV	JOB COSTS EXPENSES				
	A. Offsite storage & Pre-fab			\$	175.50
	B. Bonds, Security, Project Insurance			\$	-
	C. Permits, Fees			\$	34.57
	D. Safety Equipment (2% of Labor Costs)			\$	474.63
	E. Freight (3%) of quoted items			\$	-
	F. Mobilize/Demobilize			\$	175.50
	G. Document Controls			\$	87.75
	H. Warrany			\$	351.00
	I. Technology			\$	437.50
	J. Per Diem (\$125 per day)			\$	-
					\$ 1,736.45
V	TOTAL PRIME COST				\$ 19,364.12
VI	OVERHEAD @ 13%				\$ 2,517.34
VII	TOTAL NET COSTS				\$ 21,881.45
VIII	SUBTOTAL			\$	21,881.45
IX	PROFIT @ 8%			\$	1,750.52
X	SALES TAX PERCENTAGE	7.50%		\$	-
XI	TOTAL AND SELL PRICE FOR DIRECT COSTS			\$	23,632.00
	PREPARATION FEE	HOURS	RATE		
		0	\$ 125.00	\$	-
TOTAL CHANGE TO CONTRACT					\$ 23,632.00
TOTAL DAYS ADDED TO THE CONTRACT					3.5



Memorandum

To: City Commission; Nick Hernandez, City Manager
From: Tanner Rutschman, PE, City Engineer
Date: 20 January 2026
Subject: Approval of Resolution No. 2026-01
Agenda Item: Ordinances & Resolutions

Purpose: The City of Dodge City intends to submit an application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program. The funding request includes design and construction activities at two at-grade crossings: 1st Avenue and 2nd Avenue. This project will close the at-grade crossings at 1st Avenue and upgrade the 2nd Avenue at-grade crossing to a grade separation, leading to improved safety and connectivity. Adoption of Resolution No. 2026-01 is required to demonstrate community support and commit City funds as part of the required cost share.

Recommendation: City staff recommend approval of Resolution 2026-01, which would authorize the City Manager to sign and submit an application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program on behalf of the City of Dodge City and commit City funds as part of the required, non-federal cost share.

Background: Occupied highway-rail crossings along the Dodge City Yard corridor has long been a significant concern of the Dodge City community for numerous years. Given the broad community support to determine a feasible solution, the City has applied to numerous federal funding opportunities including the most recent 2024 RCE, 2024 CRISI, and 2025 RCE funding opportunities.

In late 2025, the City was made aware of the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program as a potential funding mechanism for improvements at the rail crossings. There is an estimated \$5 billion available in funding. Additionally, this grant is restricted to projects that improve passenger rail routes, which limits the pool of eligible applicants and gives the City greater odds of being awarded funds. The grant is a maximum federal share of 80% and requires a minimum 20% non-federal match.

The City is seeking funding for design and construction activities at two at-grade crossings: 1st Avenue and 2nd Avenue. This project will close the 1st Avenue at-grade crossing and



upgrade the 2nd Avenue at-grade crossing to a grade separation. Additionally, the project would install track and signal improvements that BNSF has identified and agreed to financially support. The project aims to address several challenges related to highway-rail crossings in Dodge City including safety, connectivity, and barriers to economic development. With six highway-rail crossings along a 2.4-mile corridor, this project is necessary to reduce existing barriers and improve community cohesiveness.



In preparation for the grant application, City staff have worked alongside BNSF to complete project planning tasks including development of the purpose and need statement, reviewing project alternatives, and completing conceptual engineering. City staff also held community engagement efforts including a Christmas Open House, where residents had the opportunity to learn about the project, and an online community survey, which received 885 responses and reflected a strong community desire to see improvements.

If awarded funding, the project is expected to take a minimum of three (3) years to work through design before construction begins. The project is expected to be substantially completed by Summer 2032.

Milestone	Schedule Date
Preliminary Engineering Completion	Summer 2028
NEPA Completion	Summer 2028
Final Design Completion	Summer 2029
Construction Substantial Completion	Summer 2032

City Commission Options:

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

Financial Considerations:

The project budget for the rail crossing and signal improvements is \$145,919,972. The City is requesting \$116,735,978 (80% of total project costs) in FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program grant funds and must provide a minimum 20% non-federal match.

Task #	Task Name/Project Component and Lifecycle Stage	Cost
1	Project Administration and Management	\$250,000
2	Project Development	\$3,147,761
3	Final Design	\$9,295,523
4	Construction	\$133,226,688
Total Project Cost		\$145,919,972

BNSF has committed funds as part of the non-federal match. The proposed local match breakdown is shown below.

Funding Source	Amount	% of Total Project Cost
Build Kansas Fund	\$20,000,000	13.7%
City of Dodge City	\$6,183,994	4.2%
BNSF	\$3,000,000	2.1%

The City has applied for state funding from the Build Kansas Fund in the amount of \$20 million. Award notification is expected by the end of January. If the City is not awarded Build Kansas Fund dollars in full, and still wishes to proceed with the project, the City would be responsible for providing additional local funding to both cover the shortfall and ensure the required minimum 20% non-federal cost share is met. The worst-case scenario with zero Build Kansas funding is shown below.

Funding Source	Amount	% of Total Project Cost
City of Dodge City	\$26,183,994	17.9%
BNSF	\$3,000,000	2.1%

Legal Considerations: Resolution 2026-01 has been reviewed by the City Attorney. If the City’s grant application is awarded, then the City Attorney will review and recommend the funding agreement for the City Commission’s approval.

Mission/Values: This project meets the City’s Core Purpose of “Together we serve to make Dodge City the best place to be” as well as the Core Value of Ongoing Improvement where “Together, we value progress, growth and new possibilities by providing for the community’s growth.”

Attachments:

Resolution 2026-01
 Summary of Community Engagement Efforts + Letters of Support
 Survey Results

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services



RESOLUTION NO. 2026-01

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF DODGE CITY, KANSAS TO APPLY FOR THE FY 24-25 FEDERAL-STATE PARTNERSHIP FOR INTERCITY PASSENGER RAIL GRANT PROGRAM AND AUTHORIZING THE CITY MANAGER TO SIGN AND SUBMIT SUCH AN APPLICATION

WHEREAS, the City of Dodge City, Kansas is a legal government entity as provided by the laws of the State of Kansas; and

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

WHEREAS, the City of Dodge City, Kansas intends to submit an application for assistance from the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program; and

WHEREAS, the City of Dodge City, Kansas has the authority to apply for assistance from the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program; and

WHEREAS, occupied highway-rail crossings along the Dodge City Yard corridor has been a significant concern of the Dodge City community; and

WHEREAS, the City of Dodge City, Kansas has made it a priority to identify solutions to minimize the impact that occupied highway-rail crossings have on the community; and

WHEREAS, *Dodge City's Southwest Chief Corridor Safety and Access Improvement Project* is expected to address such community concerns and result in many benefits including reduced crash risk, increased multi-modal access, strengthened community cohesion, and improved transportation resiliency; and

WHEREAS, the City of Dodge City, Kansas commits to providing a local match that meets the required non-federal cost share requirements as outlined the Notice of Funding Opportunity; and

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

WHEREAS, after receiving tremendous public input and community support, the Governing Body of the City of Dodge City, Kansas has recommended that an application be submitted to the State of Kansas for *Dodge City's Southwest Chief Corridor Safety and Access Improvement Project*.

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

SECTION 1: That the City of Dodge City, Kansas does hereby authorize City Manager Nickolaus J. Hernandez to submit an application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program for *Dodge City's Southwest Chief Corridor Safety and Access Improvement Project*.

SECTION 2: That the City of Dodge City hereby assures the Federal Railway Administration and US Department of Transportation that sufficient funding to meet the minimum 20% non-federal match and cover all non-reimbursable expenses for the *Dodge City's Southwest Chief Corridor Safety and Access Improvement Project* is available.

SECTION 3: That City Manager Nickolaus J. Hernandez is authorized to sign the application to the FY 24-25 Federal-State Partnership for Intercity Passenger Rail Grant Program on behalf of the residents of Dodge City, Kansas. The Assistant City Manager is also authorized to submit additional information as may be required and act as the official representative of the City of Dodge City in this and subsequent related activities.

ADOPTED AND PASSED by the Governing Body of the City of Dodge City, Kansas, this 20th day of January 2026.

Daniel Pogue, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: January 14, 2026
Subject: Resolution 2026-02
Agenda Item: Ordinances and Resolutions

Purpose: This Resolution is required when preparing the financial statements under the KMAAG or cash basis of accounting.

Recommendation: I recommend the approval of Resolution No. 2026-02.

Background: In years prior to 2020, the City's financial statements were issued on the GAAP basis of accounting. The GAAP basis financial statements are very hard to read and understand for those who do not have a finance or accounting background. In the State of Kansas, it is also permissible to issue financial statements on the KMAAG or cash basis of accounting. The financial statement and schedules required by KMAAG are much easier to read and understand for those who do not have a finance or accounting background. Utilizing KMAAG audit format will allow the general public to be able to understand the City's financial statement and therefore the City will be more transparent.

City Commission Options:

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

Financial Considerations:

Amount \$: N/A
Fund: _____ Dept: _____ Expense Code: _____
 Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: To promote transparency

Attachments: Resolution 2026-02

Approved for the Agenda by:

Nicole May

Nicole May, Finance Director

RESOLUTION NO. 2026-02

A RESOLUTION OF THE CITY OF DODGE CITY, KANSAS, AUTHORIZING THE PREPARATION OF FINANCIAL STATEMENTS AND FINANCIAL REPORTS ON THE BASIS OF CASH RECEIPTS AND DISBURSEMENTS.

WHEREAS, the City of Dodge City, Kansas, has determined that the financial statements and financial reports for the year ended December 31, 2025 to be prepared in conformity with the requirements of K.S.A. 75-1120a(a) are not relevant to the requirements of the cash basis and budget laws of this state and are of no significant value to the City Commission or the members of the general public of the City of Dodge City and

WHEREAS, there are no revenue bond ordinances or resolutions or other ordinances or resolutions of the municipality which require financial statements and financial reports to be prepared in conformity with K.S.A. 75-1120a(a) for the year ended December 31, 2025.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Dodge City, Kansas, in regular meeting duly assembled this 20th day of January, 2026 that the City Commission waives the requirements of K.S.A. 75-1120a(a) as they apply to the City of Dodge City for the year ended December 31, 2025.

BE IT FURTHER RESOLVED that the City Commission shall cause the financial statements and financial reports of the City of Dodge City to be prepared on the basis of cash receipts and disbursements as adjusted to show compliance with the cash basis and budget laws of this State.

ADOPTED by the Governing Body and approved by the mayor, this 20th day of January, 2026.

Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: January 14, 2026
Subject: Audit Engagement Letter
Agenda Item: New Business

Purpose: All municipalities of our size are required to have an annual audit.

Recommendation: I recommend approval of the audit engagement letter with Kennedy McKee & Company for the year ending December 31, 2025.

Background: This proposal from Kennedy McKee & Company LLP is to audit the City of Dodge City's financial statement for the year ending December 31, 2025. The fees for these services will be based on actual time spent plus other out-of-pocket costs not to exceed \$32,250 plus the standard hourly rate for the audit of Federal Award Programs. This is a 5% increase over 2024. The fee for 2024 was \$42,881.90, which was billed \$30,700 plus \$8,706.25 for the audit of Federal Award Programs and an additional \$3,475.65 for additional time reconciling trial balances due to roll forward issues. The detailed audit objectives, management responsibilities and audit procedures are outlined in the attached audit engagement letter. Kennedy McKee & Company has been conducting the City's audit for the past several years. They have extensive background information on the City of Dodge City, know our organization and the financial policies and procedures, work well with the city employees and have done an excellent job.

City Commission Options:

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

Financial Considerations:

Amount \$: 32,250
Fund: 001 Dept: 11200 Expense Code: 420001
 Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: To promote transparency with residents.

Attachments: Proposed Engagement Letter

Approved for the Agenda by:

Nicole May, Finance Director

Kennedy
McKee & Company LLP Certified Public Accountants

1100 W. Frontview
P. O. Box 1477
Dodge City, Kansas 67801
Tel. (620) 227-3135
Fax (620) 227-2308
www.kmc-cpa.com

JAMES W. KENNEDY, CPA
PATRICK M. FRIESS, CPA
JOHN W. HENDRICKSON, CPA
JEREMY J. APPEL, CPA

December 17, 2025

City Commission
City of Dodge City, Kansas
P.O. Box 880
Dodge City, KS 67801

We are pleased to confirm our understanding of the services we are to provide City of Dodge City, Kansas, a municipality, for the year ended December 31, 2025.

Audit Scope and Objectives

We will audit the financial statement as of and for the year ended December 31, 2025. We have been engaged to report on the regulatory-required supplementary information (RRSI) that accompanies the City's financial statement. We will subject the following RRSI to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America (GAAS) and will provide an opinion on it in relation to the financial statement as a whole in a report combined with our auditor's report on the financial statement:

1. Schedule 1, Summary of Regulatory Basis Expenditures – Actual and Budget
2. Schedule 2, Schedules of Regulatory Basis Receipts and Expenditures
3. Schedule 3, Schedule of Regulatory Basis Receipts and Disbursements – Agency Funds

We have also been engaged to report on supplementary information other than RRSI that accompanies the City's financial statement. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statement and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statement or to the financial statement itself, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statement:

1. Schedule of Expenditures of Federal Awards

The objectives of our audit are to obtain reasonable assurance about whether the financial statement as a whole is free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinion about whether your financial statement is fairly presented, in all material respects, in conformity with the *Kansas Municipal Audit and Accounting Guide* (KMAAG) and the accounting practices prescribed by the State of Kansas to demonstrate compliance with the cash basis and budget laws of the State of Kansas, which is a regulatory basis of accounting, the practices of which differ from accounting principles generally accepted in the United States of America (GAAP), and to report on the fairness of the RRSI referred to in the second paragraph and the other supplementary information other than RRSI referred to in the third paragraph when considered in relation to the financial statement as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statement. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statement in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the KMAAG, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statement, including the disclosures, and determine whether the financial statement represents the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statement is free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statement or on major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorney(s) as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk(s) of material misstatement as part of our audit planning:

According to GAAS, significant risks include management override of controls, and GAAS presumes that revenue recognition is a significant risk. Accordingly, we have considered these as significant risks.

We will also be responsible for the following with regard to the audit of the financial statement:

- For complying with all auditing standards generally accepted in the United States of America as relevant to and adapted to the circumstances of the audit of the financial statement;
- For evaluating whether the financial statement is suitably titled, adequately refers to or describes the KMAAG regulatory basis framework, includes a summary of significant accounting policies, adequately describes how the KMAAG regulatory basis framework differs from GAAP in qualitative terms, and includes the appropriate informative disclosures as described in Responsibilities of Management's below;
- For evaluating whether the financial statement achieves fair presentation with regard to the KMAAG regulatory basis framework and forming the appropriate opinion on the financial statement taken as a whole; and
- Because the financial statement is intended for general use, we are responsible for expressing an opinion as to the fair presentation of the financial statement in accordance with GAAP, in addition to expressing an opinion about whether the financial statement is prepared in accordance with the KMAAG regulatory basis framework.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statement, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statement and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statement. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statement is free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Other Services

We will also assist in preparing the financial statement, schedule of expenditures of federal awards, and related notes of the City in conformity with the KMAAG and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement, schedule of expenditures of federal awards, and related notes. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, the schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, the schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statement, schedule of expenditures of federal awards, and all accompanying information in conformity with KMAAG; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making (or reviewing) drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statement, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statement; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statement to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statement as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statement. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statement with any presentation of the schedule of expenditures of federal awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are responsible for the preparation (or review) of the RRSI, which we have been engaged to report on, in conformity with the KMAAG. You agree to include our report on the RRSI in any document that contains and indicates that we have reported on the RRSI. You also agree to include the audited financial statement with any presentation of the RRSI that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the RRSI in accordance with the KMAAG; (2) you believe the RRSI, including its form and content, is fairly presented in accordance with the KMAAG; (3) the methods or measurement of presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the RRSI.

Management understands and acknowledges the following with regards to the financial statement:

- The purpose for using the KMAAG regulatory basis framework is to comply with the statutory provisions applicable to the City for preparation of the financial statement on a basis of accounting other than GAAP;
- The financial statement is intended for general use;
- Management has taken appropriate steps to determine that the KMAAG regulatory basis framework is acceptable in the circumstances for meeting its annual financial statement reporting needs;
- Informative disclosures will be included in the financial statement that are appropriate to the KMAAG regulatory basis framework, including;
 - A description of the KMAAG regulatory basis framework, including a summary of significant accounting policies, and how the framework differs from GAAP.
 - Informative disclosures similar to those required by GAAP for items contained in the financial statement that are the same as, or similar to, those in financial statements prepared in accordance with GAAP; and
 - Any additional disclosures beyond those specifically required by the KMAAG regulatory basis framework that may be considered necessary to achieve fair presentation of the financial statement.
 - Management has chosen not to include the financial information of any related municipal entities in this financial statement.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statement, schedule of expenditures of federal awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statement, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statement, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including the financial statement, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Kennedy McKee & Company LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant or oversight agency for the audit, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Kennedy McKee & Company LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We will begin our audit on a mutually agreed-upon date.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the cognizant agency or the oversight agency for the audit. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We will begin our audit on a mutually agreed-upon date. John W. Hendrickson is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus expenses (such as report reproduction, postage, copies, filing fees, etc.) except that we agree that our gross fee will not exceed \$32,250 plus expenses. The fees for the audit of the Federal Award Programs will be charged at our standard hourly rates. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees may be rendered as work progresses up to 75% of the contract amount, and are payable on presentation. The final billing will be sent after the report has been filed with the Director of Accounts and Reports.

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

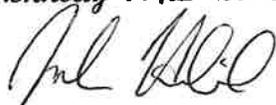
Reporting

We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the City Commission and Management of the City of Dodge City, Kansas. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to City of Dodge City, Kansas, and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Kennedy McKee & Company LLP


John W. Hendrickson
Partner

RESPONSE:

This letter correctly sets forth the understanding of City of Dodge City, Kansas.

By: _____

Title: _____

Date: _____



Memorandum

To: City of Dodge City Commission
CC: City Manager Nick Hernandez
From: Collin Clark, Public Information Officer
Date: January 20, 2026
Subject: 2026 Advisory Board and Commission Appointments
Agenda Item: New Business

Purpose: To fill vacant/open positions on the various City of Dodge City advisory boards/Commissions.

Recommendation: To approve the appointment/reappointment of individuals listed below to the various City of Dodge City Advisory Board/Commissions.

Background: The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions has ended. The notice seeking applications was published in the Dodge City Daily Globe, on the City of Dodge City website, on the City Facebook page, the Community Newsletter, and radio interview.

Staff representatives have reviewed the applications and support the following Mayor's recommendations to the City Commission for appointment:

AIRPORT ADVISORY BOARD - Reappointment of Arron Johnson, ReaAnna Bolmer, Carlos Alexis Bautista Toloza, and Cathy Heikes, and the appointment of Michael Weber

BUILDING BOARD OF APPEALS - Reappointment of Emil Vargas, Dana Williamson, and Renee Cardenas.

COMMUNITY FACILITIES ADVISORY BOARD (CFAB) - Reappointment of Josh Roesener and Kirsten Winter

CONVENTION & VISITOR BUREAU - Reappointment of Danielle Crouch and Hayes Kelman for the at-large position, and reappointment of Kim Cunningham for the Hospitality position.

CULTURAL RELATIONS ADVISORY BOARD - Reappointment of Yarisel Sanchez and the appointment of Nympha Marvilla.

DODGE CITY PLANNING COMMISSION - Reappointment of Ryan Rabe and the appointment of Scott Beatty and Jose "Javier" Esquiuel.



GOLF ADVISORY BOARD - Reappointment of Scott Bogner.

HISTORIC LANDMARK COMMISSION - Reappointment of Kathryn O. Bell and appointment of Samantha Rumbaugh.

HOUSING AUTHORITY BOARD - Reappointment of Elizabeth Elkins and the appointment of Jennie C. Keller.

LIBRARY BOARD - Reappointment of Mary Hall and Patrick Lopez, and the appointment of Glenna Walker and Angela Doom.

PARKS AND RECREATION ADVISORY BOARD - Reappointment of Trista Ferguson and Michael Mariche.

RECYCLING ADVISORY BOARD - Reappointment of Ron Hamm and Ashley Bradfield, and the appointment of Michael Clark and Jaquan Graves.

City Commission Options:

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

Financial Considerations: N/A

Legal Consideration: N/A

Mission/Values: Working with Boards and Commissions fulfills the City's mission statement: Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future and accomplish our core purpose of making Dodge City the Best Place to be.

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Melissa McCoy". The signature is fluid and cursive, with a long, sweeping underline.

Melissa McCoy, Assistant City Manager/Public Affairs



Memorandum

To: Daniel Pogue
CC: City Manager Nick Hernandez
From: Collin Clark, Public Information Officer
Date: January 20, 2026
Re: 2026 Advisory Board and Commission Appointments

The following applications were received and are seeking appointment. (If a category does have “Staff Recommendation” beside any names, the staff person approved the candidate as a recommendation):

AIRPORT ADVISORY BOARD *(select 5 - 5 Vacancies)*

- Arron W. Johnson - Reappointment (Staff Recommendation)
- ReaAnna Bolmer - Reappointment (Staff Recommendation)
- Carlos Alexis Bautista Toloza - Reappointment (Staff Recommendation)
- Cathy Heikes - Reappointment (Staff Recommendation)
- Michael Weber
- Terry J. Stefan
- JD Kish
- Kyler Fetters
- Rochelle Banning

BUILDING BOARD OF APPEALS *(Select 3 - 3 Vacancy)*

- Emil Vargas - Reappointment (Staff Recommendation)
- Dana Williamson - Reappointment (Staff Recommendation)
- Renee Cardenas - Reappointment (Staff Recommendation)
- Angela Doom

COMMUNITY FACILITY ADVISORY BOARD (CFAB) *(Select 2 - 2 Vacancies)*

- Josh Roesener - Reappointment (Staff Recommendation)
- Kirsten Winter - Reappointment (Staff Recommendation)
- Scott Beatty
- Angela Doom
- Jacob Miller
- Lisa Winchester
- Jaquan Graves



Memorandum

CONVENTION & VISITORS BUREAU *(Select 2 At Large & Select 1 Hospitality - 3 Vacancy)*

- Kim Cunningham - Hospitality - Reappointment (Staff Recommendation)
- Danielle Crouch - At Large - Reappointment (Staff Recommendation)
- Hayes Kelman - At Large - Reappointment (Staff Recommendation)
- Nancy Nichols - At Large
- Angela Doom - At Large
- Lisa Winchester - At Large

CULTURAL RELATIONS ADVISORY BOARD *(Select 2 - 2 Vacancy)*

- Yarisel Sanchez - Reappointment (Staff/Board Recommendation)
- Nympha Marvilla (Staff Recommendation)
- Angela Doom
- Alejandro Rangel-Lopez
- Angelica Plata

DODGE CITY PLANNING COMMISSION *(select 3 - 3 Vacancies)*

- Ryan Rabe - Reappointment (Staff Recommendation)
- Scott Beatty (Staff Recommendation)
- Jose "Javier" Esquirol (Staff Recommendation)
- Jaquan Graves (Staff Recommendation)
- Angelica Plata
- Alejandro Rangel-Lopez
- Angela Doom
- Lisa Winchester

GOLF ADVISORY BOARD *(select 1 - 1 Vacancy)*

- Scott Bogner - Reappointment (Staff Recommendation)
- Lisa Winchester

HISTORIC LANDMARK COMMISSION *(Select 2 - 2 Vacancies)*

- Kathryn O. Bell - Reappointment (Staff Recommendation)
- Samantha Rumbaugh (Staff Recommendation)
- Andrew Evans - Reappointment (Staff Recommendation)
- Scott Beatty
- Tom Schwartz



Memorandum

HOUSING AUTHORITY BOARD *(Select 2 - 2 Vacancies)*

- Elizabeth Elkins - Reappointment (Recommendation)
- Jennie C. Keller (Recommendation)
- Angela Doom
- Kyler Fetters

LIBRARY BOARD *(select 4 - 4 Vacancy)*

- Mary Hall - Reappointment (Staff Recommendation)
- Patrick Lopez - Reappointment (Staff Recommendation)
- Glenna Walker (Staff Recommendation)
- Angela Doom
- Scott Beatty (Staff Recommendation)
- Ashley Flowers

PARKS AND RECREATION ADVISORY BOARD *(Select 2- 2 Vacancies)*

- Trista Fergerson - Reappointment (Staff Recommendation)
- Micheal Mariche - Reappointment (Staff Recommendation)
- Lisa Winchester
- Tom Schwartz
- Jaquan Graves

RECYCLING ADVISORY BOARD *(Select 4- 5 Vacancies)*

- Ron Hamm - Reappointment (Staff Recommendation)
- Ashley Bradfield - Reappointment (Staff Recommendation)
- Michael Clark (Staff Recommendation)
- Jaquan Graves (Staff Recommendation)



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: January 20, 2026
Subject: Amendment to Phase IV Levee Certification, SD 2001
Agenda Item: New Business

Purpose: The purpose of this amendment is to complete final documentation and exhibits for Dodge City's Levee Accreditation Package.

Recommendation: Approve the contract amendment from Wilson & Company to complete additional design scope items in the amount of \$27,560.00. This will bring the total design fee for levee certification to \$199,692.00.

Background: We are completing the final items required for the City's levee certification package, and in doing so several additional tasks were identified that should be addressed at the same time. Two of these tasks relate to updated hydrology for the Arkansas River, and the third is the required update to the City's outfall inspection report, which must be completed every five years.

The hydrology-related tasks are not simply regulatory in nature; they provide a direct benefit to the City. The current interior drainage analysis was developed using outdated Arkansas River hydrology. As a result, the mapped interior floodplains on the dry side of the levee are larger than they should be and extend beyond the constructed ponding areas. In several locations this causes private properties to appear at risk of flooding when, under current river conditions, they likely are not. Updating the interior drainage analysis using the new river hydrology will produce more accurate ponding areas, may reduce the limits of the interior floodplain, decrease the number of private properties shown as impacted, and bring the City's flood mapping into alignment with the most current river data.

These updates also improve the City's ability to operate the levee system during a flood event. The City must close eight roadway and railroad gaps in the levee system, and the existing closure plan is also based on outdated river hydrology. Under the old assumptions, the temporary closure required at the 2nd Avenue bridge was nearly four feet high, which requires large quantities of sandbags, water bladders and other materials stockpiled and deployed during an emergency. Actual closure materials have not been selected at this time. Updating the closure exhibits using the new hydrology will reduce the required closure heights, decrease the amount of materials the City must keep on hand, simplify and speed up levee operations, and lower overall emergency response costs. In short, these updates improve accuracy, reduce risk to property owners, and make flood response easier and less expensive for the City.

City Commission Options:

1. Approve Amendment
2. Reject Amendment
3. Table for further discussion

Financial Considerations:

Amount \$: 27,560.00.

Funds: Storm Water Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this amendment from Wilson & Company the City will amend the current contract with Wilson & Company and be responsible to make payments to Wilson & Company for additional completed work.

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

Attachments: Amendment Scope of Work

Approved for the Agenda by:



Ray Slattery, Dir. Of Engineering Services

Exhibit A

Scope of Services Dodge City, Kansas Levee Assessment – Phase IV – Amendment 1 (Levee Improvements Design and Certification)

Amendment 1

This is an amendment to the Dodge City Levee Assessment - Phase IV Agreement originally executed April 20, 2020. Since the original agreement was executed, much of the design work and construction has been completed but there has been a change of scope that is captured in this amendment. The primary reason for the change in scope is that additional analysis is needed due to new accepted hydrology for the Arkansas River that impacts several of the previously completed analyses.

Additionally, in accordance with Article 4.1.2, we would like to update the project hourly rate schedule, Exhibit C, to the attached.

The following sections describe the scope of each of the additional service Tasks.

1. Storm Sewer Outfall Video Inspection Review

Scope:

The USACE requires that video camera documentation of the interior condition of all storm sewer culverts and discharge pipes through the levee be made available for review every five 5 years. Additionally, this video documentation is necessary for compliance with the requirements of the National Flood Insurance Program (NFIP) regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR Section 65.10). Since this documentation has been completed in 2011, and then in 2018, an updated video and review will be required. The ENGINEER will perform the necessary video inspections and review.

1.1 Video Inspections

The video documentation will consist of a digital video recording showing the interior condition of the conduit, the location of the camera along the conduit in feet. This CITY will provide the video inspection files.

1.2 Video Inspection Review and Summary Memo

The ENGINEER will review the video records of each conduit to determine if any repairs are needed. If further design services are required to perform any repairs, this effort will be negotiated as an Additional Service.

1.3 QC of Video Inspection Summary Memo

The ENGINEER shall provide a quality control check of the memo prior to submitting to the CITY.

Deliverable: Video Inspection Summary Memo

2. Interior Drainage Joint Probability Analysis

Scope:

The 2020 KDA technical assistance project for Western Kansas mixed distribution gage analysis produced a lower 1% discharge for the Arkansas River resulting in lower water surface elevations in the Arkansas River. This scope item is to rerun the interior drainage analysis with the new river tailwater elevation of the river. This analysis will redefine the interior floodplain boundaries potentially lowering them. Interior floodplain exhibits will be revised based on this updated analysis.

Deliverable: Updated interior floodplain exhibits

3. Road/Rail Gap Closure Exhibits Update

Scope:

Utilizing the new Arkansas River water surface profiles the sandbag gap closure exhibits that are part of the detailed operation plan will be updated. This includes the following locations:

- 3.1 14th Avenue NB North and South Levee
- 3.2 Railroad North and South Levee
- 3.3 2nd Avenue North and South Levee
- 3.4 Railroad South Levee
- 3.5 Wilroads Garden Road South Levee

Deliverable: Updated gap closure exhibits

Summary of Amendment

Task Description	Estimated Task Fee
1. Storm Sewer Outfall Video Inspection Review	\$5,800
2. Interior Drainage Joint Probability Analysis	\$16,160
3. Road/Rail Gap Closure Exhibits Update	\$5,600
Total Amendment Tasks Fee	\$27,560



Proj.: Dodge City Levee Improvements Amendment 1
 By: CDP
 Date: September 24, 2025
 Client: Dodge City, KS

**EXHIBIT A
 FEE ESTIMATE WORKSHEET**

Fee Reviewed by:
 JCH
 Date:
 09/25/25

TASK I.D. TASK	TITLE WORK TASK DESCRIPTION	ESTIMATED MANHOURS			TOTAL HOURS	LABOR EFFORT	EXPENSE EFFORT	TOTAL FEE
		WCI CLASS P6 Project Manager / QC \$260.00	P4 Project Engineer \$170.00	PD4 CADD Technician \$135.00				
Task 1. Storm Sewer Outfall Video Inspection Review								
1.1	Video Inspections					\$ -	\$ -	\$ -
1.2	Video Inspection Review and Summary Memo	2	24		26.00	\$ 4,600.00	\$ -	\$ 4,600.00
1.3	QC of Video Inspection Summary Memo	2	4		6.00	\$ 1,200.00	\$ -	\$ 1,200.00
	Subtotal	4	28	0	32.00	\$ 5,800.00	\$ -	\$ 5,800.00
Task 2 Interior Drainage Joint Probability Analysis								
2.1	JPA Update and Interior Floodmap Update	12	64	16	92.00	\$ 16,160.00	\$ -	\$ 16,160.00
	Subtotal	12	64	16	92.00	\$ 16,160.00	\$ -	\$ 16,160.00
Task 3. Road/Rail Gap Closure Exhibits Update								
3.1	Evaluate freeboard and update exhibits for Closures	8	8	16	32.00	\$ 5,600.00	\$ -	\$ 5,600.00
	Subtotal	8	8	16	32.00	\$ 5,600.00	\$ -	\$ 5,600.00
TOTALS		24	100	32	156.00	\$ 27,560.00	\$ -	\$ 27,560.00

EXHIBIT A
2025 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
A1	Intern Architect, Job Captain (Unlicenced)	\$ 92.00	\$ 92.00
A2	Intern Architect, Job Captain (Unlicenced)	\$ 100.00	\$ 100.00
A3	Intern Architect, Job Captain (Unlicenced)	\$ 120.00	\$ 120.00
A4	Architect (Licenced)	\$ 150.00	\$ 150.00
A5	Architect (Licenced)	\$ 180.00	\$ 180.00
A6	Architect (Licenced)	\$ 220.00	\$ 220.00
A7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
AD1	Receptionist/File Clerk	\$ 44.00	\$ 66.00
AD2	Administrative Assistant II/Receptionist	\$ 56.00	\$ 84.00
AD3	Administrative Assistant III/Receptionist	\$ 70.00	\$ 105.00
AD4	Administrative Assistant IV/Executive Assistant IV	\$ 76.00	\$ 114.00
AD5	Senior Administrative Assistant V/Executive Assistant V	\$ 95.00	\$ 142.50
FC1	Junior Construction Observer	\$ 65.00	\$ 97.50
FC2	Construction Observer/Inspector	\$ 77.00	\$ 115.50
FC3	Construction Observer/Inspector	\$ 92.00	\$ 138.00
FC4	Construction Observer/Inspector	\$ 110.00	\$ 165.00
FC5	Senior Construction Observer/Inspector	\$ 125.00	\$ 125.00
FC6	Senior Construction Observer/Inspector	\$ 150.00	\$ 150.00
FS1	Survey Tech I	\$ 50.00	\$ 75.00
FS2	Survey Tech II	\$ 65.00	\$ 97.50
FS3	Survey Tech III	\$ 80.00	\$ 120.00
FS4	Crew Chief, Senior Crew Chief	\$ 100.00	\$ 150.00
FS5	Chief Surveyor (Licensed)	\$ 140.00	\$ 138.00
FS6	Survey Manager (Licensed)	\$ 200.00	\$ 180.00
FS7	Operations Manager (Licenced)	\$ 240.00	\$ 240.00
IA1	Intern I	\$ 38.00	\$ 57.00
IA2	Intern II	\$ 54.00	\$ 81.00
IA3	Intern III	\$ 64.00	\$ 96.00
IA4	Intern IV	\$ 70.00	\$ 105.00
OD1	CADD Technician (entry level)	\$ 56.00	\$ 84.00
OD2	CADD Technician	\$ 76.00	\$ 114.00
OD3	CADD Technician	\$ 86.00	\$ 129.00
OD4	CADD Technician	\$ 116.00	\$ 174.00
OD5	Senior CADD Technician/CADD Manager	\$ 126.00	\$ 189.00
OP1	Apprentice Stereo Operator	\$ 50.00	\$ 75.00
OP2	Stereo Operator	\$ 65.00	\$ 97.50
OP3	Stereo Operator/GIS Analyst	\$ 85.00	\$ 127.50
OP4	Stereo Operator/GIS Analyst	\$ 110.00	\$ 165.00
OP5	Chief Photogrammetrist	\$ 125.00	\$ 187.50
OP6	Chief Photogrammetrist	\$ 180.00	\$ 180.00

EXHIBIT A
2025 Hourly Rates



LABOR RATES		REGULAR BILL RATE	OVERTIME BILL RATE
OP7	Chief Photogrammetrist	\$ 240.00	\$ 240.00
OF6	Associate Vice President	\$ 240.00	\$ 240.00
OF7/8	Vice President	\$ 270.00	\$ 270.00
P1	Graduate Enginner (Unlicensed)	\$ 115.00	\$ 115.00
P2	Graduate Enginner (Unlicensed)	\$ 130.00	\$ 130.00
P3	Staff Detail Designer (Unlicensed)	\$ 145.00	\$ 145.00
P4	Staff Detail Designer (Licensed)	\$ 170.00	\$ 170.00
P5	Project Designer (Licensed)	\$ 210.00	\$ 210.00
P6	Project Designer (Licensed)	\$ 260.00	\$ 260.00
P7	Department Head, Principal (Licensed)	\$ 300.00	\$ 300.00
PL1	Junior Planner (Unlicensed)	\$ 72.00	\$ 108.00
PL2	Junior Planner (Unlicensed)	\$ 86.00	\$ 129.00
PL3	Planner (Unlicensed)	\$ 105.00	\$ 157.50
PL4	Senior Planner (Licensed)	\$ 147.00	\$ 147.00
PL5	Senior Planner/Project Mgr (Licensed)	\$ 194.00	\$ 194.00
PL6	Senior Planner/Project Manager (Licensed)	\$ 220.00	\$ 220.00
PL7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00
PD1	CADD Designer	\$ 85.00	\$ 127.50
PD2	CADD Designer	\$ 95.00	\$ 142.50
PD3	CADD Designer	\$ 115.00	\$ 172.50
PD4	Senior CADD Designer	\$ 135.00	\$ 135.00
PD5	Senior CADD Designer	\$ 160.00	\$ 160.00
RP1	Junior Railroad Technician	\$ 92.00	\$ 92.00
RP2	Railroad Technician	\$ 100.00	\$ 100.00
RP3	Railroad Technician/Specialist	\$ 120.00	\$ 120.00
RP4	Senior Railroad Specialist	\$ 147.00	\$ 147.00
RP5	Senior Railroad Specialist, RR Project Manager	\$ 180.00	\$ 180.00
RP6	Senior Railroad Specialist, RR Project Manager	\$ 220.00	\$ 220.00
SP1	Junior RE Specialist/Consultant	\$ 66.00	\$ 99.00
SP2	RE Specialist/Public Involvement/Consultant	\$ 90.00	\$ 135.00
SP3	Planner/ROW Agent/Project Manager	\$ 110.00	\$ 165.00
SP4	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 160.00	\$ 160.00
SP5	Senior RE Specialist/Planner/Senior ROW Agent/Project Mgr	\$ 200.00	\$ 200.00
SP6	Senior RE Specialist/Planner/Project Manager	\$ 240.00	\$ 240.00
SP7	AVP, VP, Ops Manager	\$ 260.00	\$ 260.00



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: January 20, 2026
Subject: Approve Proposal to Design 30-inch Parallel Sanitary Sewer Interceptor A, SS 2601
Agenda Item: New Business

Purpose: The city has budgeted to design a new interceptor sanitary sewer line to help relieve the flow in the existing 27" sanitary sewer interceptor.

Recommendation: Approve the Proposal to design a 30-inch Parallel Sanitary Sewer Interceptor Line from PEC Consultants in the amount of \$325,800.00.

Background: Currently, the City has a 27-inch sanitary sewer interceptor that parallels the north bank of the river from near 701 E. Trail St. to the Primary Pump Station at the south end of McCaustland Rd. #1. This line carries 90% of the sanitary flow generated in the City. We know that is line is surcharged at times during the day and probably acts more like a force main than a gravity sewer. This line is also starting to get some age on it, as it was constructed in the '40's and is made of Vitrified Clay Pipe. This is also the only line that carries all the municipal flow to the Primary Pump station. If this line were to be damaged or needed to be out of service for some reason, there would be no way to carry the municipal sewer from town to the pump station.

This proposal will design a parallel 30-inch sanitary sewer interceptor line along the existing interceptor. The new interceptor will be slightly lower so that it carries most of the flow. If the new interceptor were to surcharge, the extra flow would then use the existing 27-inch interceptor. Also, with the new line we would have redundancy built into the system.

City Commission Options:

1. Approve Proposal
2. Deny Proposal
3. Table for further discussion

Financial Considerations:

Amount \$: \$325,800.00

Fund: Sewer Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

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



December 9, 2025

Ray Slattery
Director of Engineering Services
City of Dodge City
100 Chaffin
Dodge City, KS, 67801

Reference: AGREEMENT for Project: Dodge City 30-Inch Parallel Interceptor A
Dodge City, Kansas
PEC Project No. 251377-000

Dear Mr. Slattery:

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

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

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

Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable net 30 days from invoice date. Unpaid balances past due shall be subject to an interest charge at the rate of 1.5 % per month from the date of the invoice, and any related attorneys' fees and collection costs. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

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

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

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

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

from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC's cost of, or time required for performance of any part of the Services, PEC's compensation and time for performance will be equitably increased.

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

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

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

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

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

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

if it has reason to believe that its employees may be exposed to hazardous materials.

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

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise

create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

ARS:cem

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

Printed Name: Michael D. Kelsey, PE

Title: VP | Municipal & Water/Wastewater Engineering

Date: _____

ACCEPTED:

CITY OF DODGE CITY

By: _____

Printed Name: _____

Title: _____

Date: _____



DODGE CITY 30-INCH PARALLEL INTERCEPTOR A EXHIBIT A

A. Project Description

1. The Project shall consist of the installation of a parallel sanitary sewer line alongside Interceptor A. The new interceptor will begin southeast of the intersection of E Trail Street and E Water Street and extend to the Primary Lift Station. It includes approximately 6,650 linear feet of 30-inch sanitary sewer pipe and 17 manholes. Additionally, the scope includes constructing a 12-foot segment of 8-inch sanitary sewer pipe to connect two existing manholes located at the intersection of Wyatt Earp Boulevard and 10th Avenue. Reference the conceptual drawing included as Exhibit B.
2. The Project delivery method is design-bid-build.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project 14 days after receiving CLIENT's notice to proceed.
2. PEC and CLIENT anticipate that the design duration to complete construction documents will be approximately 15 months after receiving Notice to Proceed.
3. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Alignment Evaluation Memo
 - b) Preliminary Plans and Specifications
 - c) Final Plans and Specifications

D. Scope of Services

1. Alignment Options Evaluation
 - a) Review current Interceptor A alignment. Verify design flow and sizing.
 - b) Determine alternative alignment options for consideration.
 - c) Identify critical alignment factors and review the impact of those factors on the project's design, constructability, permitting, and cost.
 - d) Evaluate sanitary sewer flowlines, depths, and service areas, utilizing LiDAR elevations with the alignment options.
 - e) Obtain record information of all utilities along the alignments to review potential utility conflicts.
 - f) Evaluate availability of existing right-of-way and easements that can be utilized by the proposed alignments. Determine the need for additional permanent and temporary construction easements.
 - g) Provide a recommendation for the alignment option to be selected.
 - h) Develop conceptual cost estimate for the recommended alignment.

- i) Produce an alignment evaluation memo summarizing the alignment considerations. The memo shall include mapping of the recommended alignment option along with any proposed temporary and permanent easements.
2. Topographic Field Survey:
- a) Set inter-visible control points in area of construction. Obtain reference ties.
 - b) Set benchmark within building area for construction.
 - c) Collect topographic survey data, including surface locations sufficient to provide 1' contours per the survey limits sketch (Exhibit B).
 - d) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
 - e) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information and not physically identified on-site.
 - f) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.
 - g) The coordinate base will be Kansas Regional Coordinate System Zone 14 - Dodge City and the elevations will be referenced to the NAVD 88 datum.
3. Boundary Survey and Easement Exhibits
- a) Recover sufficient monumentation as required to enable drafting of boundary information.
 - b) Procure Ownership and Encumbrance Report(s) for fifteen (15) subject parcel(s).
 - c) Boundary survey to include review of a current title report, recovering existing property corner monumentation and re-establishing missing corners. The boundary survey will meet or exceed the Minimum Standards required by the Kansas Board of Technical Professions. Restrictive easements and encumbrances listed in the Title Report will be delineated on the Certificate of Survey.
 - d) The coordinate base will be Kansas Regional Coordinate System Zone 14 – Dodge City and the elevations will be referenced to the NAVD 88 datum.
 - e) Thirty (30) Legal Description and Easement Exhibits (TCEs and new sanitary sewer easements).
4. General Scope Items for Civil Services:
- a) Conduct one pre-design site visit to assess existing conditions.
 - b) Participate in a kickoff meeting to discuss project improvements.
 - c) Attend up to three progress design meetings with CLIENT.
 - d) Provide bidding assistance including response to Contractor's questions and preparation of items for inclusion in Addenda.
 - e) Provide Engineer's opinion of probable construction cost.

5. Civil Design Services:
 - a) Produce alternative design concept plans for review with City Staff.
 - b) Provide a complete set of construction drawings and details, including Cover Sheet, key map, plan/profiles, coordinate geometry data, erosion control plans, and associated details.
 - c) Provide project specifications including front-end bidding/contract documents and technical specifications. City Standard Specifications will be utilized where applicable.
 - d) Summarize project quantities and estimate probable construction costs.
 - e) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
 - f) Develop a Storm Water Pollution Prevention Plan (SWPPP) and supporting documentation for the preparation of a Notice of Intent (NOI) permit application for submission by the City to the Kansas Department of Health and Environment (KDHE), if required.
 - g) Develop supporting documentation and preparation of a Kansas Department of Transportation (KDOT) Use of Right-Of-Way Permit for submission, if required.
 - h) Develop supporting documentation and preparation of a Division of Water Resources (DWR) General Permit for submission, if required.
 - i) Develop supporting documentation and preparation of an Army Corps of Engineers 404 Permit for submission, if required.
 - j) Submit drawings and specifications to the Kansas Department of Health and Environment (KDHE), with Sanitary Sewer Extension permit applications as applicable, for approval.
 - k) Prepare legal descriptions and exhibits for necessary property acquisition associated with the project.

6. Civil Engineering Construction Administration Services including:
 - a) Attend and assist in facilitating the preconstruction conference.
 - b) Issue contract documents and review bonds and insurance submitted by the PROJECT awarded contractor.
 - c) Review shop drawings for systems and elements designed by PEC. Review period will be 14 calendar days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - d) Review Contractor's material test certifications for compliance with plans and specifications.
 - e) Respond to RFIs generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
 - f) Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
 - g) Provide decisions in accordance with the Contract Documents on questions regarding this work.
 - h) Prepare Change Orders covering modifications or revisions necessitated by field conditions.
 - i) Make a maximum of three (3) visits to the PROJECT site to determine Contractor's progress and general character of the work, upon written request of CLIENT.
 - j) Perform one final construction observation site visit following substantial completion and develop written punch list of remaining items required for final acceptance.

- k) Issue Notice of Acceptability when the PROJECT is recommended for final payment by the ENGINEER.

E. Additional Responsibilities of CLIENT

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

1. Drawings, studies, reports, and other information available pertaining to the existing site.

F. Additional Services

The following services can be provided by PEC at an additional cost by Supplemental Agreement:

1. Production of record drawings, as-builts, or release of electronic files.
2. Meetings in excess of the number above will be performed on an hourly basis.
3. Analysis of existing utility systems.
4. Plan revisions, as necessary, to reduce the cost of construction after issue of Construction Documents. (Typically referred to "Value Engineering" or "VE".)
5. Design of any sanitary sewer lift stations.
6. Telecommunications design and SCADA.
7. Geotechnical investigation and report with recommendations.
8. Platting and/or Zoning change processes.
9. Additional Easement abandonments and dedications.
10. Construction Testing and Inspection, Construction Staking.
11. Alternate designs not specifically listed in the Scope of Services.

G. Exclusions

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

1. Filing Fees
2. Franchise Utility Design.
3. Tree Survey/Identification Service.
4. Environmental Assessments.

H. PEC's Fees & Reimbursable Expenses

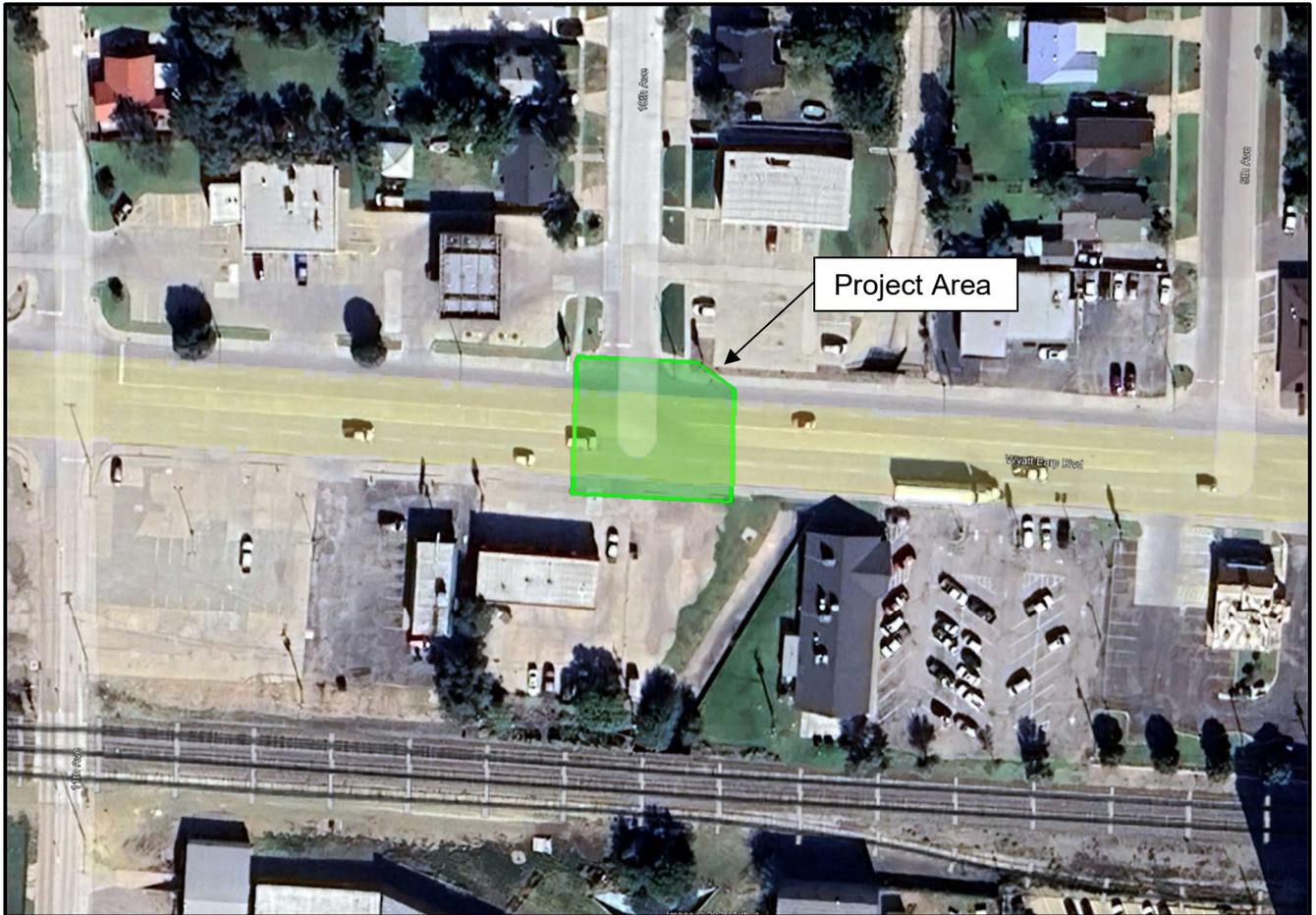
1. PEC will invoice CLIENT one time per month for services rendered incurred in the previous month. CLIENT agrees to pay each invoice within 30 days after receipt.
2. PEC's Fee for the full Scope and Services will be a Contract Total not-to-exceed the Amount of **\$325,800.00**.
 - a) PEC's Fee for its Alignment Evaluation, Topographic Field Survey, Civil Design, and Construction Administration Scope of Services will be on a lump sum basis in the amount of **\$ 273,700.00**. An estimated breakdown of the total aggregate fee is outlined below:

Discipline	Design
Survey	\$23,700.00
Civil (Includes Alignment)	\$205,000.00
CA	\$45,000.00
Total	\$273,700.00

- b) PEC's Fee for its Boundary Survey and Easement Exhibit Scope of Services will be billed on an hourly basis, plus reimbursables expenses at the rates established on the current PEC Rate Schedule A not-to-exceed **\$52,100.00**.
3. Taxes are not included in PEC's Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

EXHIBIT B





2025 RATE SCHEDULE A**



<u>TITLE</u>	<u>HOURLY RATE *</u>
Principal Engineer	\$250
Senior Project Manager	\$225
Project Manager	\$200
Senior Engineer II.....	\$225
Senior Engineer I.....	\$200
Project Engineer	\$175
Senior Landscape Architect.....	\$180
Landscape Architect	\$130
Senior Planner	\$175
Planner.....	\$155
Design Engineer	\$145
Senior Piping Designer.....	\$160
Piping Designer	\$125
Senior Technician	\$150
Design Technician	\$115
Senior Commissioning Agent.....	\$160
Commissioning Agent	\$135
GIS Specialist	\$150
GIS Analyst	\$120
Project Coordinator.....	\$100
Project Assistant	\$90
Senior Field Project Manager	\$200
Field Project Manager	\$155
Senior Inspector.....	\$160
Inspector	\$125
Senior Field Technician.....	\$105
Field Technician	\$85
Senior Driller	\$130
Driller	\$95
Land Surveyor	\$140
Crew Chief.....	\$120
Survey Technician	\$100
*Premium time for all non-salaried personnel or as noted in the contract	1.5 multiplier

REIMBURSABLES:

Infrared Camera.....	\$50/Hour
Structural Testing Equipment.....	\$50/Hour
Subconsultants.....	Cost plus 10%
Vehicle Mileage.....	IRS Rate/Mile
Truck Mileage	\$0.75/Mile
ATV	\$20/Hour
GPS.....	\$50/Hour
3D Laser Scanner.....	\$150/Hour
Robotic Total Station.....	\$50/Hour
UAS.....	\$150/Hour
Mobile Lidar Unit.....	\$4,000/Day
Drill Rig Use.....	\$75/Hour
Concrete Testing Equipment	\$10/Each
Nuclear Gauge Equipment.....	\$20/Each
Compressive Strength of Cylinders.....	\$15/Each
Ultra Sonic Testing Equipment	\$50/Each
Semi-Trailer Mileage.....	\$3/Mile
Other Reimbursables	Cost plus 10%

**The rates shown above are effective for services through December 31, 2025 and are subject to revision thereafter.



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: January 20, 2026

Subject: Approve Proposal to Design and provide Bidding Assistance and Construction Administration for Two New Municipal Water Wells from PEC, WL 2601

Agenda Item: New Business

Purpose: The city has budgeted to develop a new water well in the North Zone from water rights obtained when the North Reclamation Plant ground was purchased. The City also recently purchased some water rights south of town for development. These rights are associated with NBP.

Recommendation: Approve the Water Well Design Proposal from PEC Consultants in the amount of \$637,900.00.

Background: When the property was purchased for the North Reclamation Facility, 280 ac-ft were included in the purchase. With the recent development in the area, there is a need for another supply of water in the North Pressure Zone. This well will provide an additional 81 MG per year or 221,000 gallons a day in the North Zone. Based on a usage of 150 gallons/day/person. This new well will support an additional 1470 people in that area.

The other well will be constructed just south of town on two water rights the City recently purchased. These rights will be converted to municipal use and connected to the raw water line that comes into town from the South Well Field. These rights have been earmarked for use by National Beef. Once the rights are converted and the well-constructed, there will be an additional 166 MG per year of water for use in the South Zone.

This proposal includes the application to DWR for the change of use, test well drilling, sampling, monitoring wells, well design, municipal well construction observation, well house design for both an "in-town" and "out of town" well house (both with and without chlorine rooms), bidding services, and construction administration services.

City Commission Options:

1. Approve Proposal
2. Deny Proposal
3. Table for further discussion

Financial Considerations:

Amount \$: \$637,900.00

Fund: Water Fund

Budgeted Expense Grant Bonds Other

Legal Considerations: N/A

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

Attachments: PEC's Proposal

Approved for the Agenda by:

Ray Slattery, PE

Name, Title



December 19, 2025

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

Reference: AGREEMENT for Dodge City Offset Wells
Dodge City, KS
PEC Project No. 250824-000

Dear Mr. Slattery:

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

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

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

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

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. Upon termination of this Agreement, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

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

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

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

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

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

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

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

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

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

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties.

Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client's obligations under any separate agreement with any third-party.

No "Flow-down" Provisions. PEC agrees to no "flow-down" provisions from any contract between Client and any third-party unless the same are specifically identified in PEC's proposal/agreement.

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

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

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services. The terms of this proposed Agreement are valid for 30 days after the date of PEC's execution. PEC reserves the right to amend the proposed Agreement if not accepted within that time.

Sincerely,

SCU:cem

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By: _____, Signatory

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

Title: VP | Municipal & Water/Wastewater Engineering

Date: _____

ACCEPTED:

City of Dodge City

By: _____

Printed Name: _____

Title: _____

Date: _____

DODGE CITY OFFSET WELLS EXHIBIT A

A. Project Description

PEC is authorized to provide services for the following PROJECT:

1. The Project shall consist of design, bidding assistance and construction administration services for two new wells, constructed for converted irrigation water rights. The existing wells will be abandoned. The project will also include approximately 2,000 linear feet of piping improvements to connect the proposed wells to the existing water lines.
2. The wellhouse will be approximately 300 - 400 square feet with no basement, one story, with site security fencing. An access hatch will be provided on the roof for maintenance of the pump. A chlorine room isolated from the pump room will be designed based on a 150-lb cylinder gaseous chlorination system for the north well. The well pump will include a variable frequency drive. The building will be heated and cooled. The north wellhouse will include a roof facade similar to the existing Well #30.
3. The Project delivery method is design-bid-build. The well installation contractor will contract directly with the City for the Project.
4. Test hole drilling and monitoring well installation will be completed by Sargent Drilling under a subcontract to PEC.
5. Burns & McDonnell (B&McD), referred to as ENGINEER in this agreement, will be a subconsultant to PEC for the project, responsible for coordinating the test wells and monitoring wells, well design, and well construction observation. Bidding and construction administration services related to the well design will also be completed by B&McD.
6. One set of design documents will be prepared covering both well locations.

B. Anticipated Project Schedule

1. PEC shall commence its services on the Project within 7 days after receiving CLIENT's notice to proceed.
2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Project Deliverables

1. This Project Deliverables shall consist of the following sealed by an Engineer licensed in the State of Kansas where applicable:
 - a) Preliminary Construction Documents, Plans and Specifications
 - b) Final Construction Document, Plans and Specifications
 - c) Signed and sealed Geotechnical Report based on the Geotechnical Engineering Services below. Geotechnical Report shall be included as an Appendix in the Project Manual (specifications).
 - d) Draft and Final Waste Stream Summary Report
 - e) Notice of Intent (NOI) documentation

- f) Sources of Pollution No Impact Statement (SOPNIS)
- g) Division of Water Resources (DWR) Change Application for the south well (CLIENT to submit to DWR).
- h) Wellhouse layout for (1) in-town well with roof facade and chlorine room, (2) in-town well with roof facade, (3) out-of-town well with chlorine room, (4) out-of-town well. A process plan base only will be provided for each layout.

D. Scope of Services

The following list of work tasks describes the services to be performed by PEC.

1. Survey Services Including:
 - a) PEC will procure title reports i.e. ownership and encumbrance report(s) for the subject tract/parcel/lot.
 - b) Set control points near the area of construction and obtain reference ties.
 - c) Set bench marks near the area of construction and obtain reference ties.
 - d) Recover sufficient monumentation as required to enable drafting of boundary information.
 - e) Collect topographic survey data, including surface locations sufficient to provide one (1) foot contours per the survey limits sketch (Exhibit B). The sketch is based on the existing well location; final survey limits will be as determined from the offset location with the approximate square footage shown.
 - f) Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system nor will PEC submit a subsequent design ticket(s), beyond the initial design ticket(s), unless requested by the CLIENT. All subsequent design ticket(s) submissions and subsequent field work to locate marked utilities will be performed per PEC's standard hourly rates.
 - g) CLIENT is responsible for providing access to all sealed, locked, or otherwise concealed/inaccessible structures that may be on site in a timely order.
 - h) Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as "RECORD" on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
 - i) Locate all points of egress for any structures/buildings within the survey limits, including a finished floor elevation (FFE) at each doorway.
 - j) Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flow lines in and out, and pipe size/material.
 - k) Locate all structures/buildings and substantial features, including parking, sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.

- l) Tree limits, groups of trees, and specimen trees will be identified (i.e. deciduous and evergreen) and shown in the drawing. Any tree twelve (12) caliper inches and larger, measured approximately 4.5-feet above the soil, will be identified and shown.
- m) Survey work to include review of the CLIENT provided current title commitment(s) OR title report(s) OR PEC procured title report(s) with supporting documents hyperlinked within the title commitment or provided in separate PDFs that correspond to or are cross referenced to the supporting document numbering scheme or current deed of record for the subject property, recovering existing property corner monumentation, re-establishing missing property corner monumentation to establish the property boundary, and locating any lines of possession.
- n) If required due to a new property description(s) being authored and/or the creation of a new tract of land (Kansas Statutes Annotated 19-1434 and Kansas Administrative Regulation 66-12-1), a Certificate of Survey will be created meeting or exceeding the Minimum Standards required by the Kansas State Board of Technical Professions and will be recorded in the county register of deeds' office within ninety (90) days. CLIENT agrees to reimburse PEC for the recording fee(s). The Certificate of Survey will show, at a minimum, found monuments, set monuments, a description of the new tract to be used for deeding purposes, and proposed easements (if necessary and requested). CLIENT agrees to reimburse PEC for the recording fee(s).
- o) If required due to a section, quarter section, etc. corner monument being found, set, or reset and/or the references to said monument have changed, a sealed/signed Land Survey Reference Report, in accordance with statutes and regulations required by the Kansas State Board of Technical Professions will be prepared. The reference report will be filed with the Kansas State Historical Society, and a copy of the reference report will also be filed with the county surveyor's office. CLIENT agrees to reimburse PEC for the recording fee(s).

2. Geotechnical Engineering Services:

- a) Use an appropriate One-Call utility locate system prior to arriving onsite.
- b) One subsurface boring to a depth of 20 feet below existing grade or auger refusal for the building footing and access drive design.
- c) SPT sampling at the following intervals (feet below existing grade):
 - i. 1.5, 3.0, 6.0, 8.5, and at 5.0 intervals thereafter
- d) Relatively undisturbed soil samples (Shelby Tubes) will also be obtained.
- e) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
- f) Laboratory testing will be performed to determine the following index and engineering properties:
 - i. Moisture Content
 - ii. Density
 - iii. Atterberg Limits
 - iv. Percent Passing #200 sieve

- v. Swell/Consolidation
 - vi. Unconfined compressive strength
- g) A Geotechnical Report that including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
 - h) Geotechnical recommendations, including shallow foundation design parameters, access drive recommendations, earthwork, lateral earth pressures, excavation, soil stabilization, and controlled fill.
 - i) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
 - j) General cleanup of the site.
3. General Scope Items for Civil Services:
- a) Participate in a kickoff meeting to discuss project improvements.
 - b) Attend up to two progress design meetings with CLIENT.
 - c) Provide bidding assistance including response to Contractor's questions and preparation and distribution of Addenda.
 - d) Provide PEC Engineer's opinion of probable construction cost.
 - e) Perform one construction observation site visit to establish substantial completion and development of a written punch list.
4. Design Services:
- a) Prepare documentation and coordinate with KDHE as required to complete the waste stream summary review and obtain an accepted consensus outcome for the chlorine analyzer sample discharge.
 - b) Development of No Impact Statement for the well sites per KDHE communications and addressing any comments to achieve KDHE approval.
 - c) One on-site meeting with design team to review site conditions and requirements.
 - d) One on-site design review meeting; additional design meetings will be virtual.
 - e) Complete a DWR change application for the south well site to convert the existing water rights from irrigation to municipal use and relocate the point of diversion. CLIENT shall provide information for application as requested; ENGINEER will prepare the required maps and figures.
 - f) Test Hole Drilling (ENGINEER to coordinate and complete effort for this task.)
 - i. Develop test drilling specifications and provide specifications for review by the CLIENT prior to initiating SUBCONTRACTOR test drilling services.
 - ii. Location of test hole will be selected by ENGINEER in consultation with CLIENT and informed by site survey results.
 - iii. Sargent Drilling services will include:

- 1) Drilling a test hole with a minimum nominal diameter of 4.75" to shale bedrock at an assumed depth of 225 feet below ground surface.
 - 2) Perform and provide an electronic geophysical log of the test hole including at a minimum measurement of resistivity, spontaneous potential, and gamma.
 - 3) Lithologic samples will be collected from the borehole at 5-foot intervals throughout the borehole
 - 4) Perform sieve analysis of lithologic samples (up to 20 total samples)
 - 5) Provide a preliminary municipal well design based on the lithologic samples for review by ENGINEER.
 - 6) Preliminary well design will include recommended screen size, screen interval, screen material, gravel pack gradation, proposed casing size, material, and grout intervals.
 - 7) Lithologic samples will be retained until completion of the project (receiving a KDHE approved well design)
- g) Monitoring Well Installation and Water Quality Sampling (ENGINEER to coordinate and complete effort for this task.)
- i. Develop monitoring well drilling specifications and provide specifications for review by the CLIENT prior to initiating Sargent Drilling services.
 - ii. Location of the monitoring well will be selected by ENGINEER in consultation with CLIENT informed by site survey results.
 - iii. Sargent Drilling services will include:
 - 1) Drilling a borehole with a minimum nominal diameter of 8" to shale bedrock at an assumed depth of 225 feet below ground surface.
 - 2) Collect and log lithologic samples at minimum interval of 10 feet or as required by KDHE rules and regulations.
 - 3) Construction of a four-inch monitoring well utilizing PVC screen and PVC casing.
 - 4) Coordinate with ENGINEER and CLIENT onsite to select screen interval for the monitoring well utilizing up 40 feet of screen.
 - 5) Provide submersible pump and motor and temporary wellhead appurtenances with sample tap facilitate ENGINEER obtaining water quality samples.
 - 6) Upon completion of well development and testing, fit the well with a watertight lockable cap.
 - 7) ENGINEER will collect one water quality sample from the monitoring well near the end of the monitoring well development and submit samples to a KDHE accredited laboratory to be analyzed for:

- Analytes contained in the KDHE Minimum Design Standards “Appendix B Water Quality Testing for New Public Water Supply Sources”
 - Per-and polyfluoroalkyl substances (PFAS) in accordance with Environmental Protection (EPA) methods 533 and 537.1
 - Ammonia and Total Organic Carbon (TOC)
- h) Process, structural, electrical, controls, architectural, and mechanical design of municipal water supply well components and a wellhouse. Controls shall include remote control of wells through the existing CLIENT SCADA system. Mechanical design shall include building heating and cooling and pump room drain to daylight. Structural design to include delegated design for precast concrete panels or pre-engineered metal building. Preliminary pump design based on test well and geologist recommendations and final pump design based on pump testing on constructed well.
- i) Electrical design for connection to existing well electrical service.
- j) Hydrogeologist recommendations for abandonment of existing well.
- k) Location specific design for the well including waterline pipe sizing and alignment to connect the well to the existing raw water system (reference Exhibit B for approximate well locations and existing raw water lines.), site geometry/access, site grading/drainage, and building drain line.
- l) Preparation of plans, specifications and construction cost estimates. Progress submittals shall be provided to the CLIENT for 30% and 90% design. A design review meeting will be held with the CLIENT after submittal of each progress set.
- m) Prepare Public Water Supply permit application and submit with sealed plans and specifications to KDHE for review and approval. Address comments as required to obtain KDHE approval.
- n) Identify all utilities within the project limits and coordinate resolution of potential conflicts with each company.
- o) Develop a Storm Water Pollution Prevention Plan (SWPPP) and supporting documentation for the preparation of a Notice of Intent (NOI) permit application for submission by the City to the Kansas Department of Health and Environment (KDHE), if required.
- p) Prepare legal descriptions and exhibits for necessary property acquisition associated with the project. This shall include a pollution protection easement as required. CLIENT shall be responsible for acquisition of required easements.
- q) Prepare landscaping plan for the well site.
- r) Submit plans and specifications as required to the Development Services & Inspections department for review and address comments as needed.
- s) Develop Municipal Well Design Documents (Effort for this task completed by ENGINEER.)
- i. Conduct a one-hour pre-design digital teleconference meeting to review results of test drilling, water quality sampling, and CLIENT preferences regarding municipal well design.

- ii. Develop preliminary municipal well design specifications based on Sargent Drilling findings, CLIENT requirements, and KDHE minimum design standards.
- iii. Preliminary municipal well design specifications will be limited to screen size, screen interval, screen material, gravel pack gradation, proposed casing size, material, and grout intervals.
- iv. Conduct a one-hour pre-design digital teleconference meeting to review preliminary well design results with KDHE.
- v. Provide up to eight (8) hours of labor for response to KDHE comments on the final below grade well design documents.

5. Construction Administration Services:

- a) Conduct a pre-construction meeting with the CLIENT and Contractor.
- b) Make up to five (5) visits to the PROJECT site to determine Contractor's progress and general character of the work.
- c) Provide recommendations on decisions in accordance with the Contract Documents on questions regarding this work.
- d) Review materials test reports.
- e) Prepare Change Orders covering modifications or revisions, as needed.
- f) Review Contractor's pay applications.
- g) Conduct final inspection of the work to establish Substantial and prepare and distribute punchlist. Verify completion of all items through communication with CLIENT to establish Final Completion.
- h) Issue Certificate of Substantial Completion.
- i) Review shop drawings for systems and elements designed by PEC. Review period will be 10 business days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- j) Respond to RFIs generated by the contracting team. Response will be provided in 7 working days after received by PEC office unless other terms are agreed to by PEC and CLIENT.
- k) Preparation of record drawings of the construction improvements from red lined mark-ups provided by the contractor and Resident Project Representative. Record drawings shall be edited PDF files of the sealed drawings.
- l) Hydrogeologist oversight of well construction, development, and final pump testing.
- m) Review Water Well Record documents prepared by well driller for submission to the Kansas Department of Health and Environment and advise CLIENT of any concerns or discrepancies.

E. Additional Responsibilities of CLIENT

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

1. Provide access/right of entry for PEC personnel and subcontractors to project sites.
2. Drawings, studies, reports, and other information available pertaining to the existing site and utilities.
3. Provide data, equipment information etc. for existing water supply wells.

4. Review prepared permits, plans, and specifications.
5. The Owner shall establish and pay for a testing and inspection plan that includes all code mandated special structural inspections to be performed.
6. Pay PEC for authorized additional RPR work including a second shift, holiday, Saturday, and Sunday work due to PROJECT exceeding the Owner's budget, retesting and work excluded.
7. Provide a point of contact for day to day communications.
8. PEC resident project representative will utilize office space at the Owner's designated location, if necessary.
9. Provide a facility, if necessary, for Pre-Construction, Progress, or Coordination Meetings.
10. Furnish to PEC any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include hazardous conditions and/or history of site contamination, underground utilities, etc.
11. Provide information related to known and/or potential hazardous subsurface conditions and/or history of site contamination.
12. Land purchase, easement or right-of-way negotiations or purchase shall be the responsibility of the CLIENT.

F. Additional Services

1. Meetings in excess of the number above will be performed on an hourly basis.
2. Plan revisions, as necessary, to reduce the cost of construction after issue of CD's. (Typically referred to "Value Engineering" or "VE".).
3. Construction Testing and Inspection (beyond the geologist services noted), Construction Staking.
4. Alternate designs not specifically listed in the Scope of Services.
5. Develop supporting documentation and preparation of a Use of Right-Of-Way permit, a Division of Water Resources (DWR) General Permit, and an Army Corps of Engineers 404 Permit for submission, if required.
6. Materials testing services.
7. Easement and right-of-way acquisitions or vacation.
8. Platting and/or zoning change processes.
9. ALTA/NSPS Land Title Survey.

G. Exclusions

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

1. Construction material testing and inspection services.
2. Offsite removal of soils.
3. Handling of contaminated soils.
4. Environmental assessments/clearances.
5. DWR well completion forms or other required communications.
6. Funding assistance.
7. Well installation, development, final pumping test, and water quality testing. (This shall be completed by the well installation contractor.)
8. Structural Special Inspections, unless specifically noted in Scope of Services.
9. Boundary surveys.

10. Any permitting fees will be paid for directly by the Owner.
11. Entrance into a permit-required or non-permit required Confined Space.
12. GPS Data Collection for GIS Mapping of site civil infrastructure (additional services that can be provided by PEC).
13. Materials Testing (additional services that can be provided by PEC).
14. Construction Staking (additional services that can be provided by PEC).
15. Record Drawings in any other format than Red-Line Drawings.
16. Testing for Sanitary Sewer pressure, simulated flow, pipe deflection, video recording and log, manhole vacuum testing.
17. Storm Water Sewer video recording and log.
18. Water Quality and Pressure Testing.
19. NPDES permit or SWPPP review, inspection, and documentation.
20. Printing costs.
21. Additional easements or setback locations not specifically requested.

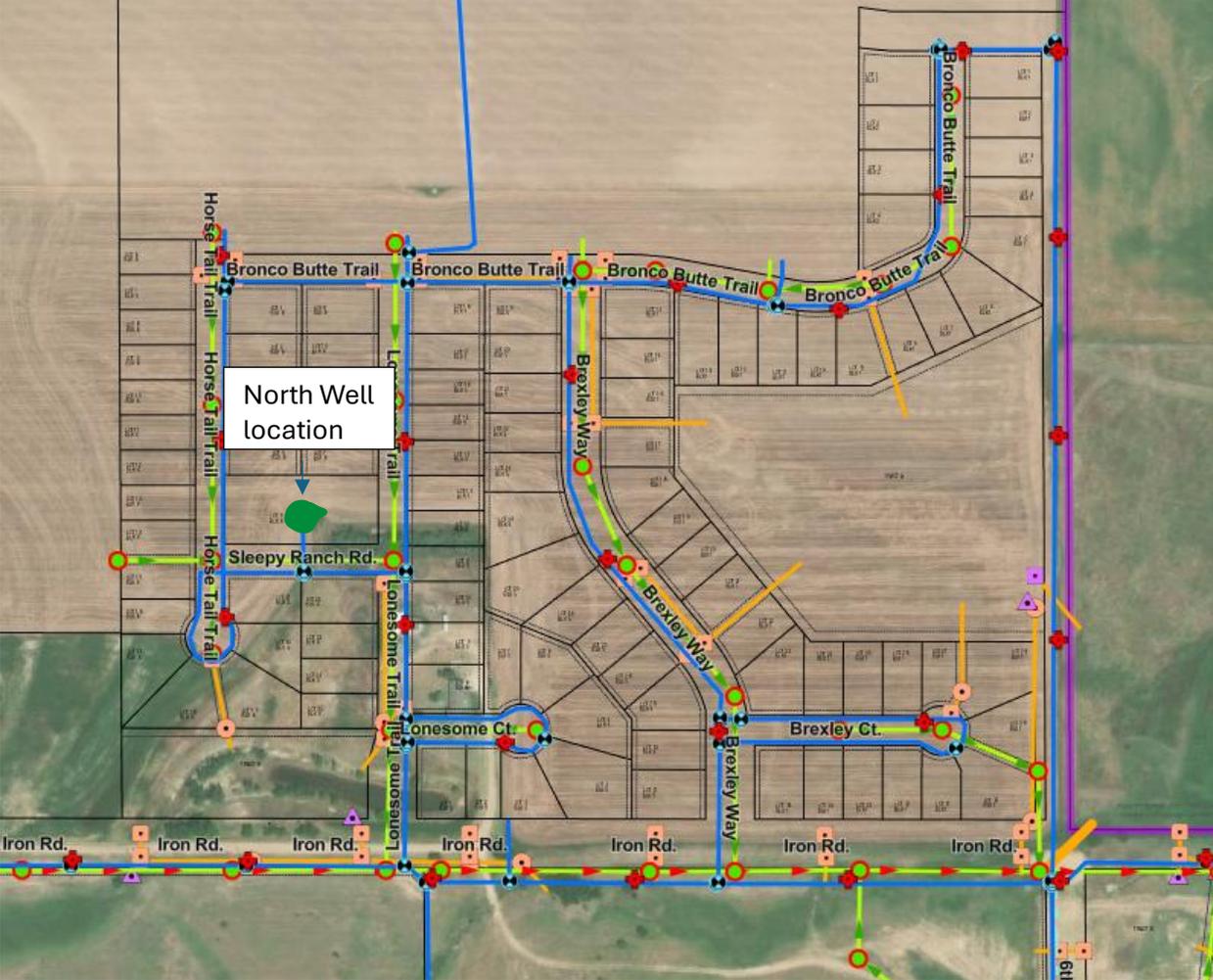
H. PEC’s Fees & Reimbursable Expenses.

For services performed under this Contract the CLIENT will reimburse the Engineer on a lump sum basis in the amount of **\$637,900.00**. An estimated breakdown of the total aggregate fee is outlined below:

Task	Subtotal
Design Services	\$511,900.00
Bidding Services	\$15,500.00
Construction Administration Services	\$110,500.00
Total Engineering	\$637,900.00

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

EXHIBIT B



Primrose Rd.

Raw water line
to combined
treatment

WR #
24987

Well Line to
Raw water line

110
Rd.

South Well
Location
WRs 24987 &
12709 combined

WR#
12709

US
283

Quaker Rd.

