

CITY COMMISSION SPECIAL MEETING AGENDA

City Hall Commission Chambers

Monday, December 27, 2010

7:30 a.m.

MEETING #4830

CALL TO ORDER

ROLL CALL

PUBLIC HEARING

2010 Budget Amendments

ORDINANCES & RESOLUTIONS

Resolution No. 2010-33: A Resolution Declaring the Necessity for Acquiring Private Property for the Use of the City in Connection With the Force main and Gravity Sewer Project. Report by Director of Engineering, Joe Finley

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of 2010 Budget Amendments. Report by Director of Finance/City Clerk, Nannette Pogue.
2. Approval of Appraisal Recommendations Setting Fair and Equitable Compensation for the Utility Easements and Temporary Construction Easements Necessary for Wastewater Reclamation Facility. Report by Director of Engineering, Joe Finley
3. Approval of Supplemental Agreement with Professional Engineering Consultants, P.A. for the Design of a Grit Removal System. Report by Director of Engineering, Joe Finley.

OTHER BUSINESS

ADJOURNMENT

Memorandum

To: Ken Strobel
City Manager
From: Joseph E. Finley, P.E. *JF*
Director of Engineering
Date: December 22, 2010
Subject: Resolution Declaring the necessity to use eminent domain
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution 2010-33 declaring the necessity for acquiring private property for the use of the City in connection with the forcemain and gravity sewer project.

Background: The City is trying to acquire several utility easements for the proposed forcemain and gravity sewer lines that are necessary to transport wastewater to the new reclamation plant. We are required to follow the Kansas guidelines for acquisition of real property. Previously the Commission approved a fair and equitable price that was recommended by an appraiser that was hired to determine the market price for the properties required. Those offers have been made and several counter offers have been made. Unfortunately, our agent has not been successful and has advised the City to begin the condemnation process.

Justification: With the contractor being ahead of schedule on the completion of the reclamation plant, it is important to keep the other parts of this project on schedule. We believe we have reached an impasse with several of the property owners and by using eminent domain, both parties will be assured that a fair and equitable price is paid by the City to the land owner.

Financial Considerations: The attorney retained by our acquisition agent charges an hourly fee, the cost will be contingent on how many properties must be acquired through eminent domain, and the time spent on the properties. A separate contract with the attorney will be submitted for approval.

Purpose/Mission: By using the eminent domain process, a fair and equitable price will be established and the project will stay on schedule.

Legal Considerations: None

Attachments: Resolution 2010-33

RESOLUTION NO. 2010-33

A RESOLUTION PURSUANT TO K.S.A. 26-201 REGARDING CONDEMNATION OF PROPERTY FOR PERMANENT UTILITY EASEMENTS AND TEMPORARY CONSTRUCTION EASEMENTS IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, the City of Dodge City has undertaken the construction and improvement of an offsite pump station, force main, collection main, and beneficial refuse transmission main within the City, hereinafter referred to as the "Project"; and,

WHEREAS, in order to complete the Project, it is necessary for the City to acquire certain property interests from certain property owners, as set forth below, hereinafter collectively referred to as the "Property", to-wit:

A. TRACT I: PERMANENT UTILITY EASEMENT

NAME OF PROPERTY OWNERS: GERARD L. LIX and DIANE K. LIX

LEGAL DESCRIPTION OF PROPERTY:

See Exhibit A

B. TRACT II: TEMPORARY CONSTRUCTION EASEMENT (for a period of two years from the date of taking)

NAME OF PROPERTY OWNERS: GERARD L. LIX and DIANE K. LIX

LEGAL DESCRIPTION OF PROPERTY:

See Exhibit B

C. TRACT III: PERMANENT UTILITY EASEMENT

NAME OF PROPERTY OWNERS: LARRY H. PRATHER, CAROL MARIE ZART, S. LINDA PRATHER, and CHARLES I. PRATHER.

LEGAL DESCRIPTION OF PROPERTY:

See Exhibit C

D. TRACT III: TEMPORARY CONSTRUCTION EASEMENT (for a period of two years from the date of taking)

NAME OF PROPERTY OWNERS: LARRY H. PRATHER, CAROL MARIE ZART, S. LINDA PRATHER, and CHARLES I. PRATHER.

LEGAL DESCRIPTION OF PROPERTY:

See Exhibit D

WHEREAS, the City has been unable to negotiate the purchase of the necessary interests in the Property, and it is therefore necessary to exercise the City’s power of eminent domain to acquire said interests.

NOW THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that it is necessary to acquire the interests in the Property for the purposes set forth above, and it is necessary to acquire said interests by the exercise of eminent domain.

BE IT FURTHER RESOLVED, that the Director of Engineering Services/City Engineer shall cause the Property to be surveyed, and shall file the survey and description with the City Clerk.

BE IT FURTHER RESOLVED, that this Resolution be published once in the official city newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ON THIS 27TH DAY OF DECEMBER, 2010.

ATTEST:

Nannette Pogue,
City Clerk

E. Kent Smoll,
Mayor

EXHIBIT A

Description: Utility Easement

A Utility Easement described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of Section 2, Township 26 South, Range 25 West of the 6th P.M.; Thence Bearing N88°52'49"W, along the south line of said Southeast Quarter, a distance of 25.00 feet; Thence Bearing N00°42'51"E, parallel with the east line of said Southeast Quarter, a distance of 18.20 feet to the POINT OF BEGINNING, being a point on the apparent north line of a Western Power Division Easement as recorded in Book 29, pages 59-60 at the Ford County Register of Deeds office; Thence Bearing N88°47'00"W, along said apparent north easement line, a distance of 691.61 feet; Thence Bearing N89°14'42"W, continuing along said apparent north easement line, a distance of 679.70 feet; Thence Bearing N89°08'36"W, continuing along said apparent north easement line, a distance of 624.82 feet; Thence Bearing N89°13'55"W, continuing along said apparent north easement line, a distance of 616.39 feet to a point on the west line of the Southeast Quarter of said Section 2, said point being 8.39 feet north of the southwest corner of said Southeast Quarter; Thence Bearing N00°37'50"E, along the west line of said Southeast Quarter, a distance of 21.61 feet; Thence Bearing S88°52'49"E, a distance of 2,612.59 feet; Thence Bearing S00°42'51"W, a distance of 11.80 feet to the POINT OF BEGINNING.

(Said Utility Easement containing 0.892 acres, more or less)

EXHIBIT B

Description: Temporary Construction Easement

A Temporary Construction Easement described as follows:

COMMENCING at the Southeast corner of the Southeast Quarter of Section 2, Township 26 South, Range 25 West of the 6th P.M.; Thence Bearing N88°52'49"W, along the south line of said Southeast Quarter, a distance of 25.00 feet; Thence Bearing N00°42'51"E, parallel with the east line of said Southeast Quarter, a distance of 30.00 feet to the POINT OF BEGINNING; Thence Bearing N88°52'49"W, a distance of 2,612.59 feet to a point on the west line of the Southeast Quarter of said Section 2, said point being 30.00 feet north of the southwest corner of said Southeast Quarter; Thence Bearing N00°37'50"E, along the west line of said Southeast Quarter, a distance of 20.00 feet; Thence Bearing S88°52'49"E, a distance of 2,612.62 feet; Thence Bearing S00°42'51"W, a distance of 20.00 feet to the POINT OF BEGINNING.

(Said Temporary Construction Easement containing 1.200 acres, more or less)

EXHIBIT C

A Utility Easement described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of Section 1, Township 26, South Range 25 West of the 6th P.M.; Thence Bearing S89°05'49"E, along the south line* of said Southwest Quarter, a distance of 45.00 feet; Thence Bearing N00°42'51"E, parallel with the west line of said Southwest Quarter, a distance of 19.83 feet to the **POINT OF BEGINNING**; Thence Bearing S88°52'49"E, a distance of 53.97 feet; Thence Bearing S66°22'49"E, a distance of 50.82 feet to a point on the south line of said Southwest Quarter; Thence Bearing S89°05'49"E, along said south line, a distance of 1,008.36 feet; Thence Bearing N03°42'01"E, a distance of 4.91 feet; Thence Bearing N42°41'54"W, a distance of 13.94 feet; Thence Bearing N89°05'49"W, a distance of 1,008.92 feet; Thence Bearing N66°22'49"W, a distance of 37.86 feet; Thence Bearing N88°52'49"W, a distance of 56.03 feet; Thence Bearing S00°42'51"W, a distance of 10.00 feet to the **POINT OF BEGINNING**.

(Said Utility Easement containing 0.371 acres, more or less)

**The location and bearing of the south line of the Southwest Quarter of said Section 1 was determined by using the found Northwest corner and the found West Quarter corner of Section 12, Township 26 South, Range 25 West and the internal angle from the northwest corner of Trails North, a subdivision in the Northwest Quarter of said Section 12.*

And said second party is hereby granted the right to enter upon said premises at any time for the purpose of constructing, operating, maintaining, and repairing such public utilities.

EXHIBIT D

Description: Temporary Construction Easement

A Temporary Construction Easement described as follows:

COMMENCING at the Southwest corner of the Southwest Quarter of Section 1, Township 26 South, Range 25 West of the 6th P.M.; Thence Bearing S89°05'49"E, along the south* line of said Southwest Quarter, a distance of 45.00 feet; Thence Bearing N00°42'51"E, parallel with the west line of said Southwest Quarter, a distance of 29.83 feet to the POINT OF BEGINNING; Thence Bearing S88°52'49"E, a distance of 56.03 feet; Thence Bearing S66°22'49"E, a distance of 37.86 feet; Thence Bearing S89°05'49"E, a distance of 1,008.92 feet; Thence Bearing S42°41'54"E, a distance of 13.94 feet; Thence Bearing S03°42'01"W, a distance of 4.91 feet to a point on the south line of said Southwest Quarter; Thence Bearing S89°05'49"E, along said south line, a distance of 20.02 feet; Thence Bearing N03°42'01"E, a distance of 35.04 feet; Thence Bearing N89°05'49"W, a distance of 1,036.01 feet; Thence Bearing N66°22'49"W, a distance of 37.82 feet; Thence Bearing N88°50'50"W, a distance of 60.15 feet; Thence Bearing S00°42'51"W, a distance of 20.04 feet to the POINT OF BEGINNING.

(Said Temporary Construction Easement containing 0.529 acres, more or less)

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*
From: Nannette Pogue
Date: December 20, 2010
Subject: Approval of 2010 Budget Amendments

Agenda Item Public Hearing and New Business

Recommendation: I recommend the approval 2010 Budget Amendments.

Background: Kansas law provides that each year municipalities set a budget for each of the funds that the municipality has. It also provides that if the revenues exceed what was budgeted and the expenditures exceed the budget, the budget can be amended by going through the same procedure as when the budget was originally adopted. The 2010 budget was passed by the City Commission in August of 2009. A public hearing notice was published in the December 17th edition of the Dodge City Daily Globe notifying the public that the City Commission would hold a public hearing to consider the amendments for the 2010 budget.

Justification: To ensure no violations of the budget law.

Financial Considerations: Cash is available in all funds that are being amended. The following funds are being amended:

Special Liability Fund – this is the fund that the City insurance premiums are paid; the general liability, property, workmen’s compensation, airport liability, public official’s liability, police liability, unemployment insurance and some other small policies. The premiums for the general insurance were slightly higher than budgeted and the Unemployment was budgeted at \$20,000 and actual costs were \$41,000. The two amounts combined make the amendment necessary.

All For Fun – The expenditures will exceed the budget expenditures by approximately 31,000. It is very difficult to budget for an entertainment enterprise like All For Fun. It is difficult to predict how much will be spent for repairs of equipment and personnel.

ST Fund -- This is the fund that a transfer is made for organizational funding from the Sales Tax Projects Fund. When the 2010 budget was approved, it was unknown how much would be approved to transfer to this fund. Earlier this year, the CFAB, City Commission and County Commission approved the transfer to this fund as well as approved several expenditures from this fund.

Special Alcohol and Drug Fund -- This is the Fund that 1/3 of the Alcohol and Drug Sur Tax funds are deposited. These funds are to be used for the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, detoxification, intervention or treatment of persons with alcohol or drug problems. Revenues exceeded that which was budgeted, so the amount in the fund was spent to accommodate the requests from organizations that provide the services described.

Wastewater Fund -- This fund needs to be amended because of some unanticipated capital expenditures. Those expenditures were the replacement of 2 covers on the lagoon. While, insurance proceeds will cover most of these costs, the budget will still need to be amended.

Vehicle Maintenance -- This fund is an internal service fund for the maintenance and repair of the City's fleet. The expenditures are charged back to the departments, but it is difficult to anticipate the amount needed each year for the maintenance of the vehicles.

Purpose/Mission: To promote open communications and inform the public when necessary budget changes are needed.

Legal Considerations: This amendment will allow us to comply with the State of Kansas Budget Law.

Attachments: Notice of hearing and budget amendments.

**Notice of Budget Hearing for Amending the
2010 Budget**

The Governing Body of the City of Dodge City will meet on the 27th day of December, 2010 at 7:30 a.m. at the City Commission meeting room, 806 2nd Avenue, Dodge City, Kansas for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at
and will be available at this hearing.

Summary of Amendments

Fund	2010 Adopted Budget			2010 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Special Liability	3.016	374,278	683,000	725,000
All For Fun			233,000	264,000
ST Fund			129,067	525,000
Special Alcohol & Drug Fund			65,800	117,760
Wastewater Fund			4,341,963	5,345,818
Vehicle Maintenance			248,918	280,000


Signature

City of Dodge City

2010

Adopted Budget

Special Liability	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	122,429	347,684
Receipts:		
AdValorem Tax	374,278	360,472
Motor Vehicle Tax	50,205	9,027
Recreational Vehicle Tax	377	55,702
16/20 M Trucks	425	420
Delinquent Tax	6,000	9,027
M & E Tax Reimbursement		
Charge to Sales Tax Fund	20,000	20,000
Charge to Water	59,300	59,300
Charge to Wastewater	43,700	43,700
Charge to Sanitation	25,000	25,000
Contributions and Donations		
Interest on Idle Funds		
Total Receipts	579,285	582,648
Resources Available:	701,714	930,332
Expenditures:		
Contractual Services	683,000	725,000
Total Expenditures	683,000	725,000
Unencumbered Cash Balance December 31	18,714	205,332

All For Fun	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	806	
Receipts:		
Admissions	150,000	150,000
Concessions	23,000	23,000
Rentals	25,000	25,000
Sponsorships	5,000	5,000
Contribution from General Fund	30,000	61,000
Total Receipts	233,000	264,000
Resources Available:	233,806	264,000
Expenditures:		
Personnel	102,725	129,275
Contractual	89,000	92,000
Commodities	41,275	42,725
Total Expenditures	233,000	264,000
Unencumbered Cash Balance December 31	806	0

City of Dodge City

2010

Adopted Budget

ST Fund	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	932,621	932,621
Receipts:		
Transfer from Other Funds	787,500	512,220
Total Receipts	787,500	512,220
Resources Available:	1,720,121	1,444,841
Expenditures:		
Personal Services	92,042	14,000
Contractual	11,025	485,000
Commodities	26,000	26,000
Capital Outlay		
Total Expenditures	129,067	525,000
Unencumbered Cash Balance December 31	1,591,054	919,841

Special Alcohol & Drug Fund	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	39,943	48,085
Receipts:		
Intergovernmental	65,800	75,725
Total Receipts	65,800	75,725
Resources Available:	105,743	123,810
Expenditures:		
Contractual	65,800	117,760
Total Expenditures	65,800	117,760
Unencumbered Cash Balance December 31	39,943	6,050

City of Dodge City

2010

Adopted Budget

Wastewater Fund	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	725,634	2,363,452
Receipts:		
Sewage Service Charges	3,500,000	3,500,000
Sale of Labor & Material	8,000	6,300
Interest	40,000	6,000
Leases		10,800
National Beef Overrun Payment		
National Beef Bond Payment	578,000	578,000
Total Receipts	4,126,000	4,101,100
Resources Available:	4,851,634	6,464,552
Expenditures:		
COLLECTION:		
Personal Services	284,753	299,863
Contractual	44,100	44,100
Commodities	45,100	45,100
Capital Outlay	302,000	574,000
2003 Water & WW Rev Bonds-Tr to Debt Serv	1,155,500	1,155,500
2009 Temporary Notes		40,000
Bad Debt Expense	5,500	
TREATMENT		
Contractual	2,109,000	2,109,000
Commodities	10,000	10,000
Capital Outlay		479,200
Transfers & Charges:		
General	386,010	386,010
Utility Administration	203,045	203,045
Total Expenditures	4,341,963	5,345,818
Unencumbered Cash Balance December 31	509,671	1,118,734

Vehicle Maintenance	2010 Adopted Budget	2010 Proposed Budget
Unencumbered Cash Balance January 1	3,549	3,549
Receipts:		
Reimbursements	250,000	280,000
Total Receipts	250,000	280,000
Resources Available:	253,549	283,549
Expenditures:		
Personnel Services	112,618	112,618
Contractual	26,000	26,000
Commodities	100,300	131,382
Capital	10,000	10,000
Total Expenditures	248,918	280,000
Unencumbered Cash Balance December 31	4,631	3,549

Memorandum

To: Ken Strobel
City Manager
From: Joseph E. Finley, P.E.
Director of Engineering
Date: December 22, 2010
Subject: Property Acquisition for pipeline for Wastewater Reclamation Facility
Agenda Item: New Business

Recommendation: Approve appraisal recommendations setting fair and equitable compensation for the utility easements and temporary construction easements necessary for this project.

Background: The City needs to acquire several permanent utility easements and temporary construction easements that are necessary for the underground pipeline. As a part of the process, an appraisal is done and then review by a second appraiser. This has been completed and the City is required to set a fair and equitable compensation as outline in the Uniform Act for Property Acquisition.

Justification: Without the acquisition of these properties, the City will be unable to complete the pipeline portion of the project.

Financial Considerations: The appraisals have recommended the following offers:

Tract 6-Dodge City Community College	\$2,012
Tract 7-Ford County	\$2,120
Tract 9-Maupin-Tabor	\$ 969
Tract 10-Salgado	\$ 500
Tract 11-Gary Williamson	\$1,148
Tract 12-Catholic Diocese	\$ 632
Tract 13-Prewitt	\$ 666
Tract 14-Catholic Diocese	<u>\$ 638</u>
	\$8,235

These costs are not reimbursable by the KDHE loan and will be paid through the Wastewater Treatment budget.

Purpose/Mission: The purchase of these easements will insure the completion of the project, which is necessary for the continued growth of Dodge City.

Legal Considerations: None

Attachments: None

Memorandum

To: Ken Strobel
City Manager
From: Joseph E. Finley, P.E. *JEF*
Director of Engineering
Date: December 22, 2010
Subject: Supplemental Agreement with PEC
Agenda Item: New Business

Recommendation: Approve Supplemental Agreement with PEC for \$200,000.

Background: The south treatment plant is receiving large amounts of grit from the industrial side of the treatment process and receiving non-degradable solids from the domestic side. The grit issue is causing the premature wear on the pump motors and this summer contributed to the plugging of the industrial line. The solids are deposited in the facultative lagoons and OMI's workers must retrieve and dispose of them. OMI has requested the City to look at options to collect the solids and grit prior to entering the primary substation. KDHE will allow this work to be added to the loan for the Waste Water Reclamation Project. PEC was then asked to provide the City with a contract to perform the design services.

Justification: With the approval of this contract, PEC can design the necessary improvement to catch the grit and solids prior to entering the primary, booster, and wastewater pump stations. The removal of the grit and solids will lower the pump replacement costs. In addition, the need to remove the grit from the anaerobic treatment basin should not need to be done as often and the treatment efficiency will be maintained.

Financial Considerations: The contract requires the payment of \$120,000 for design and Construction Administration Services and \$80,000 for inspection services if needed. We believe staff will be able to perform the bulk of the inspection, but may need help with reviewing shop drawings, structural drawings and material requirements during the actual construction. Therefore, staff would recommend approving the entire contract and PEC would only be contracted for the inspection that staff is not able to perform.

Purpose/Mission: To provide quality improvements that enhance existing operation, we not only extend the lifetime of existing equipment, but also lower the day-to-day operating costs.

Legal Considerations: None

Attachments: Supplemental Agreement #1

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR ENGINEERING SERVICES DATED NOVEMBER 17, 2008

PEC PROJECT NO. 35-08827-1009

between

THE CITY OF DODGE CITY

Party of the First Part, hereinafter called the

"OWNER"

and

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

303 S. TOPEKA

WICHITA, KANSAS 67202

Party of the Second Part, hereinafter called the

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract between the two parties covering Engineering Services to be provided by the ENGINEER in conjunction with the Dodge City Wastewater Treatment Facility, and

WHEREAS, ARTICLE IV, Paragraph C. of the above referenced Contract provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the CONSULTANT provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW, THEREFORE, the parties hereto do mutually agree as follows:

- I. SCOPE OF SERVICES for modifications to the Primary Lift Station in the City of Dodge City.
 - A. Site visits and meetings to characterize the following:
 1. Primary lift station site.
 2. National Beef contributing sewers.
 - B. Review options with the OWNER:
 1. Layout for new structures and equipment:
 - i. New operating buildings:
 - a. Single structure with grit removal and screening.
 - b. Two separate structures for grit and screening.
 - ii. Potential locations:
 - a. Existing site.
 - b. Northern City property.
 - c. Southeast corner of adjacent National Beef property.
 - d. Alternative locations.
 2. Screening equipment for municipal flows:
 - i. Stair screen.
 - ii. Bar screen.
 - iii. Screenings washing/compaction/collection.
 3. Grit removal equipment for industrial flows:
 - i. Vortex unit.
 - ii. Salsnes filter.
 - iii. Grit washing/compaction/collection.
 - C. Site survey and soil borings.
 - D. Evaluate site layout, including buried piping.
 - E. Provide design services, which will include the following:
 1. Piping and flow control:
 - i. Analysis of existing sewer lines and hydraulic conditions.
 - ii. Collection of all municipal flows (27", 6", 16" lines) and new 36" influent line to screening equipment channel.

- iii. Collection of all industrial flows (12", 16", and 6" lines) to new wetwell.
 - iv. Two new gravity lines for municipal and industrial flows from new structure to existing pump station.
 - 2. New structure for equipment:
 - i. Operating building:
 - a. Basement 10 feet below grade, 30' x 40'.
 - b. Ground level access and solids removal area, 30' x 18'.
 - ii. Concrete channel for municipal flow screening equipment:
 - a. New wetwell for industrial flows and grit removal equipment.
 - b. Interior and exterior building lighting.
 - c. Building security measures, including new fencing.
 - 3. Site work – erosion control, drainage, grading, restoration.
 - 4. Control system for new equipment – integration into existing SCADA.
- F. Assist with regulatory requirements:
 - 1. NPDES permit.
 - 2. Stormwater NOI.
 - 3. Additional state revolving loan fund activities as required.
- G. Prepare specifications for construction.
- H. Plan distribution.
- I. Construction administration for the project including attendance at the preconstruction conference, submittal review, coordinating with the on-site resident inspector, preparing project documentation (i.e., change orders, reviewing pay requests) and attendance at the final inspection.
- J. Construction inspection (if requested).

II. TIME OF SERVICES

ENGINEER proposed to complete the design of the improvements within 180 calendar days from authorization to proceed with the PROJECT.

IV. PAYMENT PROVISIONS

A.2. Payment to the ENGINEER for the performance of the agreement shall be in accordance with Article IV of the original agreement. Specified services shall be based upon standard hourly rates plus reimbursable expenses, billed at cost for a total not to exceed the following:

Proposed Fees:

Civil	\$ 65,000 (Design and Construction Administration)
Geotech	\$ 5,000
Survey	\$ 6,000
Electrical	\$ 15,000
Mechanical	\$ 7,000
Structural	\$ 15,000
Architectural	<u>\$ 7,000</u>
	\$120,000 Total Design and Construction Administration Services
	<u>\$ 80,000</u> Total Inspection Services (if requested)
	\$200,000 Total for all Services

V. PROVISIONS OF THE ORIGINAL AGREEMENT

The parties hereunto mutually agree that the provisions and requirements of the original agreement dated November 17, 2008, not specifically modified by Supplemental Agreement shall remain in force and effect for the duration of this agreement.

IN WITNESS THEREOF, the OWNER and ENGINEER have executed this Supplemental Agreement as of this ____ day of _____, 2010.

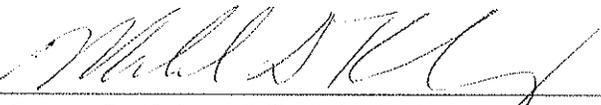
CITY OF DODGE CITY

By: _____

OWNER

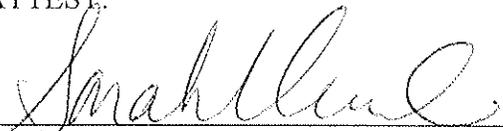
ATTEST:

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____
Michael D. Kelsey, P.E., Principal

ENGINEER

ATTEST:

 _____
Sarah Unruh, P.E., Project Engineer