

**AGENDA ITEM**  
November 3, 2020

Subject: Agreement for Expansion of Disc Golf Course at Marmaduke Park

Department: Park & Recreation

The Park Board is currently working on a 5-year Parks plan. One of the projects they are working on is the expansion of our 9-hole Disc Golf Course at Marmaduke Park.

The attached agreement is for design services and supplies with Dynamic Disc of Emporia, Kansas.

**Manager Notes:**

Funding for this project will be from the Parks Project fund and Tourism funds.

*Sec. 2-24. - Expenditures from parks and recreation fund to be controlled by city manager. The city manager shall have the exclusive control of the expenditures of all money collected to the credit of the parks and recreation fund and of the supervision of improvement and care and custody of the parks; provided that all money received from such parks shall be deposited in the treasury of the city to the credit of the parks and recreation fund and shall be kept separate and apart from the other money of such city and drawn upon by the proper officers of the city.*

**BILL NO. 2020-078**

**ORDINANCE NO.**

**A SPECIAL ORDINANCE OF THE CITY OF NEVADA, MISSOURI, AUTHORIZING THE EXECUTION OF AGREEMENT WITH DYNAMIC DISC OF EMPORIA, KANSAS FOR DESIGN SERVICES.**

**Section 1.** The agreements attached hereto as Exhibit "A" and incorporated herein by reference, between the City of Nevada and Dynamic Disc of Emporia, Kansas, is hereby approved

**Section 2.** The City Manager and Finance Director are hereby directed to authorize and execute payment from the Tourism Fund in the Amount of \$5,000.00 to Dynamic Disc of Emporia, Kansas.

**Section 3.** The City Manager is hereby authorized and directed, to execute the attached Agreement and documents relating to the agreement. The City Clerk is hereby authorized and directed to seal and attest the attached agreement.

**Section 4.** This ordinance is in full force and effect after its passage.

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Nevada, Missouri on this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
George Knox, Mayor

(seal)  
ATTEST:

\_\_\_\_\_  
Michele Bailey, City Clerk

**AGREEMENT FOR  
DESIGN SERVICES BETWEEN**

**CITY OF NEVADA, MO – OWNER**

**AND**

**DYNAMIC DISCS**

THIS AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by and between City of Nevada, Missouri, a home rule charter city of the State of Missouri, hereafter called City whose address is 110 S. Ash, Nevada, Missouri 64772 (**CITY**), and **Dynamic Distribution, 3601 W 6<sup>th</sup> Ave, Emporia, Kansas 66801** (**DYNAMIC DISCS**) pursuant to the terms and conditions set forth in this Agreement.

**WITNESSETH:**

**WHEREAS**, The **CITY** owns and maintains a 9-hole Disc Golf Course located at Marmaduke Park and desires to expand said course to a 18-hole Disc Golf Course; and

**WHEREAS**, The Nevada Park Board researched several options for the Disc Golf Course expansion and voted unanimously to engage **DYNAMIC DISCS** of Emporia, Kansas to design the new course; and

**WHEREAS**, **DYNAMIC DISCS** will provide Championship Course Design services and supplies;

**NOW THEREFORE**, in consideration of the mutual covenants and conditions herein contained, the **CITY** and **DYNAMIC DISCS** agree as follows:

**1.0 TERMS:**

- 1.1 **DYNAMIC DISCS** will provide Disc Golf Course design services to the existing Disc Golf Course located at Marmaduke Park. Disc basket locations will be Geo-located, flagged and pinned.
- 1.2 **DYNAMIC DISCS** will provide **CITY** a digital or printed map course layout.

## **2.0 COMPENSATION:**

- 2.1 The Maximum Compensation to be paid to the **DYNAMIC DISCS** for the performance of services shall not exceed **\$6,100.00**
- 2.2 Supplies for the course expansion will be purchased from **DYNAMIC DISCS**. Bidding process was completed in accordance with City procurement regulations. Supplies from **DYNAMIC DISCS** shall not exceed **\$5,000.00**

## **3.0 INDEMNIFICATION:**

The **DYNAMIC DISCS** will indemnify and hold harmless the CITY and its agents and employees from and against all claims, damages, losses and expenses including attorney's fees provided that any such claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom; and is caused in whole or in part by any negligent or willful act or omission of the **DYNAMIC DISCS**, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

## **4.0 NON-DISCRIMINATION:**

The **CITY** does not discriminate on the basis of disability in the admission or access to, or treatment, or employment in its programs or activities.

## **5.0 ENTIRE AGREEMENT**

This Agreement and its attachments, if any, constitutes the entire understanding between the parties with respect to the subject matter hereof and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2020

**DYNAMIC DISCS**

**CITY OF NEVADA, MISSOURI**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Name (Printed or Typed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date