

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, October 1, 2018

7:00 p.m.

MEETING #5108

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Manufacturing Day Proclamation

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 Work Session Minutes, September 17, 2018;
2. Approval of City Commission Meeting Minutes, September 17, 2018;
3. Appropriation Ordinance No. 19, October 1, 2018;
4. Cereal Malt Beverage License:
 - a. Paramount Hospitality, 2700 W. Wyatt Earp Blvd.
 - b. Kate's, 305 E. Trail Street.
5. Approval of Quit Claims Deed to Unified School District No. 443, Lot Three (3), Block Two (2), Civic Center Addition.
6. Approval of Sale of Lot Located at 900 W. Wyatt Earp Boulevard. Report by City Manager, Cherise Tieben.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for the John Deere Backhoe Attachments for Public Works, Street Department. Report by Director of Administration, Ryan Reid.
2. Approval of Consulting Services Agreement for Avenue K RCB Replacement Design. Report by Director of Engineering Services, Ray Slattery.
3. Approval of Consulting Services Agreement for Drainage Improvements in the Green Hill's O'Ford Subdivision and Drainage Swale off of Trail Street. Report by Director of Engineering Services, Ray Slattery.
4. Discussion of Ordinance Prohibiting Panhandling in the City of Dodge City. Report by City Attorney, Brad Ralph.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, Manufacturing Day was created in 2011 to raise awareness of the important role manufacturing plays in local communities across our country and celebrates modern manufacturing; and

WHEREAS, for every \$1 spent in manufacturing, another \$1.89 is added to the economy, the highest multiplier effect of any economic sector; and

WHEREAS, Dodge City recognizes the importance of the Manufacturing Industry as a vital economic component promoting development, innovation and job stability; and

WHEREAS, Manufacturing Sectors across Dodge City strengthen the community we live in by building partnerships among public agencies, educational institutions, religious and civic organizations and the business community; and

WHEREAS, the nearly 6,200 jobs in the manufacturing sector who earn an average compensation of \$56,659 contribute to the economic well-being of our community; and

NOW, THEREFORE, WE, the Mayor and City Commission of Dodge City, Kansas, do hereby proclaim Friday, October 5, 2018 as.....

"NATIONAL MANUFACTURING DAY"

And urge all Dodge City residents to join in recognizing the value of our manufacturers and the importance they serve within our community.

IN WITNESS THEREOF, I have hereunto set my hand this 1st day of October, 2018.

Mayor

Nannette Pogue, City Clerk

CITY COMMISSION MEETING WORK SESSION

City Hall Commission Chambers

Monday, September 17, 2018

6:30 p.m.

CALL TO ORDER

ROLL CALL: Vice Mayor Jan Scoggins, Commissioners, Rick Sowers, Joyce Warshaw, and Brian Delzeit. Commissioner Kent Smoll was reported absent.

John Hendrickson, Kennedy McKee & Company LLP, presented the City of Dodge City's Audited Financial Statement for the year ending 2017.

ADJOURNMENT

Commissioner Joyce Warshaw moved to adjourn the meeting; Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

City Clerk, Nannette Pogue

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, September 17, 2018

7:00 p.m.

MEETING #5107

CALL TO ORDER

ROLL CALL: Vice Mayor Jan Scoggins, Commissioners Rick Sowers, Joyce Warshaw and Brian Delzeit. Commissioner Kent Smoll was reported absent.

INVOCATION by Elder Owens, Hannah Memorial Church of God & Christ

PLEDGE OF ALLEGIANCE

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).

A group of Social Work students that are part of the Fort Hays State/DCCC class attended the meeting. Shannon Indiek spoke on their behalf. Also in attendance were Bailey Schafer, Theresa Ochs, Rebecca Fralick, Claire Albert and Tiffany Chapman.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, September 4, 2018;
2. Approval of City Commission Meeting Minutes, September 4, 2018;
3. Appropriation Ordinance No.18, September 17, 2018;
4. Cereal Malt Beverage License:
 - a. Dillons Store, 1700 N. 14th Avenue;
 - b. Boot Hill Museum, 500 W. Wyatt Earp Blvd.
5. Approval of Change Order #1 for Animal Shelter Drive.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the Memorandum of Understanding with Gavin Historical Bricks for the Street Brick Pallet Project. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

2. Commissioner Rick Sowers moved to approve deletion of the Stand-By Generator in the amount of \$640,000 and approve Change Orders #1 and #2 associated with the construction of the Warrior Bio-Gas Project for a total decrease in the Guaranteed Maximum Price (GMP) in the contract with UCI in the amount of \$468,058.00. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.
3. Commissioner Brian Delzeit moved to accept the 2017 Audited Financial Statements. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.
4. Commissioner Joyce Warshaw moved to approve the transaction confirmation with the Kwik Trip and with OCI Fuels limited. This is for the sale of fuel from the Bio Gas Project. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

OTHER BUSINESS

Melissa McCoy

- Extended an invitation to the City Commission for the presentation, Know Your Rights brought by the Cultural Relations Advisory Board and USD #443, on September 27 at 6:00 p.m. at the Civic Center.

City Manager Cherise Tieben

- Will be gone September 22-26,
- The League of Kansas Municipalities annual conference will be held on October 6, 2018,
- The State of the City address will be held on October 10 at the United Wireless Arena,
- On October 22, there will be a Joint Commission Meeting with Ford County, USD #443, and the DCCC for a public hearing on the Neighborhood Revitalization Plans.

Commissioner Rick Sowers

Commissioner Jan Scoggins

- Thanked all of the visitors to the meeting tonight. Thanked Shannon Indiek and her group.

Commissioner Joyce Warshaw

Commissioner Brian Delzeit

- Asked about the joint meeting, will we have another meeting with the County to discuss joint topics? Cherise said that we will have all items on the agenda for that night.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

City Clerk, Nannette Pogue

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City Ford County

SECTION 1 – LICENSE TYPE

Check One: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

SECTION 2 – APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 45-5296923

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Paramount Hospitality		Principal Place of Business 2700 West Wyatt Earp Blvd	
Corporation Street Address 229 West Pancake Dr.		Corporation City Dodge City	State KS
			Zip Code 67801
Date of Incorporation 2014		Articles of Incorporation are on file with the Secretary of State.	
		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Rohit Bomdaywala		Phone No. 620-801-4500	
Residence Street Address 229 West Pancake Dr.		City Liberal	State KS
			Zip Code 67901

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Comfort Suites	Name As above
Business Location Address 2700 W Wyatt Earp Blvd	Address
City Dodge City	City
State KS	State
Zip 67801	Zip
Business Phone No. 620-801-7500	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name Rohit Bomdaywala	Position President	Date of Birth 1/30/67
Residence Street Address 229 West Pancake Dr.	City Liberal	State KS
		Zip Code 67801
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City Ford

SECTION 1 - LICENSE TYPE		
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit		
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.		
SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-481236736</u>		
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)		
Name <u>Riley E Skaggs</u>	Phone No. <u>620-225-9444</u>	Date of Birth <u>Feb. 21, 48</u>
Residence Street Address <u>305 E. Trail St.</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)
DBA Name <u>Kates</u>		Name <u>Kates</u>
Business Location Address <u>305 E. Trail St. 67801</u>		Address <u>305 E. Trail St.</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	
Business Phone No. <u>620-225-9444</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Riley E. Skaggs</u>		
SECTION 4 - APPLICANT QUALIFICATION		
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I have resided within the state of Kansas for <u>73</u> years.		
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have	<input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Memorandum

To: City Commissioners
From: Cherise Tieben
Date: September 28, 2018
Subject: USD 443 property
Agenda Item: Consent

Recommendation: Staff recommends the approval of the quit claim deed for the property at the northwest corner of First and Morgan.

Background: An agreement was signed by the City and USD 443 in January of 2013 to transfer this property and the Civic Center property to the school district for their future utilization.

Justification: Inadvertently, this lot was included in the agreement but was not included in the deed. This action corrects that error.

Financial Considerations: None

Purpose/Mission: Together, we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: None

Attachments: Quit Claim Deed

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to Exception No. _____.

QUIT CLAIM DEED (Following Kansas Statutory Form)

CITY OF DODGE CITY, KANSAS, a municipal corporation

QUIT CLAIMS TO:

UNIFIED SCHOOL DISTRICT NO. 443, FORD COUNTY,
KANSAS,

all of its right, title and interest in and to the following described
REAL ESTATE in the County of Ford and the State of Kansas, to-
wit:

Lot Three (3), Block Two (2), CIVIC CENTER ADDITION, a subdivision
in the City of Dodge City, Ford County, Kansas.

for the sum of Ten dollars (\$10.00) and other good and valuable consideration.

Dated _____, 2018.

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

BY _____
KENT SMOLL, MAYOR

ATTEST:

Nannette Pogue, City Clerk

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of September, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Kent Smoll, Mayor** and **Nannette Pogue, City Clerk** of City of Dodge City, who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Memorandum

To: City Commissioners
From: Cherise Tieben, City Manager
Date: September 27, 2018
Subject: Sale of real estate lot
Agenda Item: Consent Calendar

Recommendation: Staff recommends the approval to sell the lot located at 900 W. Wyatt Earp to Capital Development LLC for Seven Thousand, Five Hundred dollars (\$7,500.00).

Background: The City acquired the lot that we now desire to sell during the Wyatt Earp reconstruction project. We made an effort to sell the lot for a long period of time, however, due to the size of the lot it was not practical to sell it for most opportunities that were proposed.

Justification: Capital Development LLC is constructing a Scooters Coffee at Soule and 14th. The franchise requires the owner to acquire a 2nd location on Wyatt Earp. The owner anticipates opening this 2nd location after one (1) year of operation of the first location. The second location will be a kiosk type business.

Financial Considerations: Capital Development LLC has offered \$7,500.00 to acquire the property.

Purpose/Mission: Together we value progress, growth and new opportunities by providing and preparing for the community's future.

Legal Considerations: At this time, you are approving the sale of the property and the City Manager will sign the contract for a quit claim deed once the contract is completed by the City Attorney.

Pursuant to K.S.A. 79-1437 a real estate validation questionnaire is not required due to Exception No. ____.

QUIT CLAIM DEED (Following Kansas Statutory Form)

CITY OF DODGE CITY, KANSAS, a municipal corporation

QUIT CLAIMS TO:

CAPITAL DEVELOPMENT, L.L.C., a Kansas Limited Liability Company ,

all of its right, title and interest in and to the following described REAL ESTATE in the County of Ford and the State of Kansas, to-wit:

Lot Five (5) and the West Twenty-nine point nine feet (29.9') of Lot Four (4), Block Two (2), EXCEPT the South Four feet (4') thereof, Hardesty Addition, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof. EXCEPT Beginning at a point on the North right of way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southwest corner of Lot 5, Block 2, Hardesty's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 01 degrees 50 minutes 03 seconds East, along the West line of Lot 5, a distance of 12.59 feet; thence South 87 degrees 41 minutes 18 seconds East, a distance of 89.33 feet to the West right of way line of 8th Avenue; thence South 01 degrees 52 minutes 19 seconds West, along said West right of way line of 8th Avenue, a distance of 10.89 feet; thence North 88 degrees 46 minutes 43 seconds West along said North right of way line of Wyatt Earp Boulevard, a distance of 89.32 feet to the Point of Beginning.

for the sum of Ten dollars (\$10.00) and other good and valuable consideration.

Dated _____, 2018.

CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

BY _____
KENT SMOLL, MAYOR

ATTEST:

Nannette Pogue, City Clerk

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of October, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came **Kent Smoll, Mayor** and **Nannette Pogue, City Clerk** of City of Dodge City,

who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: September 25th, 2018
Subject: Backhoe Attachments
Agenda Item: New Business

Recommendation: Purchase the backhoe attachments from the bidder: Murphy Tractor for \$36,344.99

Background: This is a budgeted purchase. Proper bid processes were followed. Received a single bid.

Justification: The Streets Division would like to purchase these attachments to improve efficiency. The attachments are for their existing 2007 John Deere backhoe and include a breaker, a vibratory compactor, and a hydraulic thumb and the controls and subsystems necessary to control and make them operable.

This should improve the speed of Streets work (especially concrete) and allow for better use of staff. The tools will replace work, much of which had been done using hand tools.

Financial Considerations:
This is a budgeted purchase. \$35,000 was budgeted.

Attachments: Bid sheet with sample photos.

Backhoe Attachments		Bids Opened 2018 09 18
<u>Vendor</u>	<u>Total</u>	<u>Notes</u>
Murphy Tractor	\$36,345	bid meets specs



A hydraulic breaker attachment



A vibratory compactor



Hydraulic backhoe thumb

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: September 24, 2018

*Subject: Consulting Service Agreement for Ave.
K RCB Replacement Design, SD 1701.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with SMH Consultants, P.A. pending review by City Attorney in the amount not to exceed \$64,150.00.

Background: This Bridge was built in the 1930's and has some cracks in the walls and deck. It is a Reinforced Concrete Box (RCB) with 2 openings. This structure is just larger enough to classify as a bridge. A Bridge is any drainage structure that is 20' or wider when measured from inside of outer wall to inside of the other outer wall. It is inspected every two years during our biennial bridge inspections. Over the past few years one of the main cracks in the bridge has begun to open and become larger in size. The bridge is still safe. Because of its age and condition it needs to be scheduled for replacement. The goal is to design a structure(s) for this location that no longer classifies as a bridge and realign the Ave. K and Military St. intersection. Once the design is completed the project will be bid and construction is anticipated to begin by summer of next year.

Justification: To ensure the safety of the traveling public, this structure needs to be replaced in the near future. We also need to convey the drainage from the Ave. K basin through the structure to prevent water backup.

Financial Considerations: The contract with SMH Consultants is for a not to exceed amount of \$64,150.00. This is a budgetted project and monies have been bonded. the original budget for the design was \$50,000, but there are additional funds available in the GOB to cover the overage.

Purpose/Mission: With this design project we will ensure the on going Safety of the public. We will also provide Ongoing Improvement of the city's Infrastructure.

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

Attachments: The Consulting Services Agreement with SMH Consultants.

Removal and Replacement of Avenue K RCB
Scope of Professional Services
Prepared: September 21, 2018

SMH Consultants (SMH) will perform the following tasks for the City of Dodge City:

Part I (Land Survey)

1. A complete boundary, topographic, utility, and site survey for the entire area where improvements will take place related to the RCB replacement, potential roadway alignment changes and potential utility relocations. This effort will also include obtaining low altitude aerial photography with an sUAV. See survey limits below.



2. Conversion of the survey into a working drawing that can be used for design.

Part II (Hydrology and Hydraulics)

1. A hydrologic study of the entire basin draining through the existing box. This will include determination of the contributing drainage area, development a runoff curve number based on review of existing land uses and future land uses within the basin, determination of hydraulic length, and the average slope of the basin. The NRCS Urban Hydrograph Procedure Modeling will be utilized, based on the for mentioned inputs, to determine the maximum rate of flow at the culvert given various storm frequencies desired by the City given relative data. Study relative to the hydrologic of storm water in the basin will be based on the City of Dodge City's Storm Water Management Design Manual dated 1985, unless otherwise directed by staff. This study will be calibrated utilizing information from the City's information relative to storm water runoff in the Avenue K basin.
2. A hydraulic study of various options for culverts under Military Avenue. All study relative to the hydraulics of storm water will be based on the City of Dodge City's Storm Water Management Design Manual dated 1985 unless otherwise directed by staff.
3. A drainage report provided in letter format with attachments of input and output data that match up to the preferred alternative for a culvert replacement.

Part III (Concept Development)

1. Project kick-off and scope definition session where SMH meets with City staff to determine what will define the project's success. This step in the process typically occurs prior to developing a detailed scope of services. A detailed scope of services is then developed to match the services required to obtain successful completion of the project. This initial meeting with City staff will also be used to gather any initial thoughts on options for the culvert replacement, alignment alternatives; and to discuss the advantages and disadvantages of each. This step occurred on September 18, 2018.
2. Cursory reviews of any permit issues. This task will include email and phone communication with the COE and KS Department of Agriculture Division of Water Resources prior to the finalization of contract to ensure that the project will be permitted and any required conditions for permitting.
3. Development of two alternatives for consideration by the City. One alternative will consider a two-box culvert option where one box culvert will run up each side of Avenue K to sets of inlets. The other alternative will consider realignment of the north leg of Avenue K to match up to the existing Avenue K. If the consideration of additional alternatives or intensive variations of the two original alternatives are desired a revised scope of services and fee addendum shall be negotiated.

4. Follow-up meeting with City staff to share any insights based on calculations of various design elements relative to the initial alternatives discussed. This step does not involve any cost estimating beyond general thoughts on cost.
5. Finalization of a preferred alternative to move forward with through construction documents. This final alternative will be summarized in a short letter that will provide the details of why the alternative was selected and an estimated cost based on historical unit costs. This alternative will also include drafting and acceptance of an abbreviated design report with the establishment of project location specific design criteria to be used throughout the design process at the project location. Such criteria will include design speeds, design storms, lane widths, detour requirements and et cetera. This task will also finalize alignment, profile, and size of proposed structure as reported in the abbreviated design report.

Part IV (Design and Construction Documents for Dual Box Culverts or Single Box Culvert)

1. Two plan and profile designs. One for Avenue K and another for Military Avenue. The plan and profile designs will provide alignment information, crown grade elevations, station equations for the intersecting roadways, and site plan for proposed culvert(s).
2. Typical sections for the improvement of roadway on either side of and over the structures depicting compaction, subgrade, and surface characteristics required for reconstruction of the roadway in addition to typical slopes, grades, and widths of the roadway and ditches.
3. Standard box details as available from the Kansas Department of Transportation for the construction of a single cell box culvert crossing Military Avenue or a dual box culverts crossing Military Avenue; modified as necessary. Standard box details shall include plan and section views of the proposed box culvert detailing width, height, and thickness in addition to the location of necessary reinforcement; plan and section details for flared wing walls, RCB auxiliary details, and bridge excavation details.
4. Special details as required for connection of inlet structures to the culvert structure(s) including inlet structures as required for either option.
5. Gravity sanitary sewer plan and profile to relocated an existing sanitary sewer main on the west side of Avenue K. The proposed sanitary sewer plan and profile will also depict the location of any relocated service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
6. Sanitary sewer standard details as provided by the City of Dodge City.

7. Paving details as required by the pavement design.
8. Intersection details showing horizontal and vertical design information at each of the proposed intersections. This task will also include and detailed layout information for any potential guard rails, hand rails, sidewalks and other related appurtenances.
9. Various details including potential curb, guard rails, hand rails, sidewalk, accessibility ramp, signage, and et cetera.
10. Traffic control phasing, plans and details as required for construction traffic control on the project.
11. Roadway cross sections. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.
12. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
13. Storm water erosion and sediment control plan.
14. Preparation and submittal of a storm water pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications.
15. Submittal of field check construction documents (electronically and one full size paper set) for review by the City of Dodge City. This task also includes a field check by the Dodge City Office Manager and Project Engineer. This task also includes addressing any modifications to the plans required as a result of the field check review by the City of Dodge City.
16. Quality control check by the Project Manager, an independent Project Manager and a Managing Principal Engineer who will provide quality assurance.
17. Submittal of final plans, special provisions, specifications, construction cost estimate (electronically and two full size paper sets, and two half size paper sets).

18. Construction engineering including 2 site visits to address unforeseen issues during construction, coordination with the contractor and submittal (shop drawing) review.

Additional Services

Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided or negotiated at 2018 hourly rates included herein.

Fee Estimate

City of Dodge City
 Avenue K and Military Avenue RCB
 Exhibit B
 Prepared September 21, 2018

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

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

DE = Design Engineer
 CE = Construction Engineer
 CL = Clerical



	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Expenses	Totals Hours	Total Fee			
Estimated Hours										Estimated Fee															
Part I - Topographic Survey																									
1. Boundary, Topo, and Site Survey	36		2					2			\$4,500.00		\$250.00						\$210.00	\$1,000.00	40	\$5,960.00			
2. Base Map Preparation		8										\$680.00									8	\$680.00			
																					Part I Total =		\$6,640.00		
Part II - Hydrology and Hydraulics																									
1. Hydrology				2	40										\$330.00	\$5,400.00					42	\$5,730.00			
2. Hydraulics					46											\$6,210.00					46	\$6,210.00			
3. Report			2		16										\$330.00	\$2,160.00					18	\$2,490.00			
																					Part II Total =		\$14,430.00		
Part III - Concept Development																									
1. Kickoff					8			2									\$1,080.00		\$210.00	\$250.00	10	\$1,540.00			
2. Permit Review					2												\$270.00				2	\$270.00			
3. Alternative Review				2	24						\$330.00	\$3,240.00									26	\$3,570.00			
3. Follow-Up Review Meeting					8			2									\$1,080.00		\$210.00	\$250.00	10	\$1,540.00			
4. Finalization of Preferred Alternative				1	8										\$165.00	\$1,080.00					9	\$1,245.00			
																					Part III Total =		\$8,165.00		
Part IV - Design and Construction Documents																									
1. Plan and Profile					30												\$4,050.00				30	\$4,050.00			
2. Typical Sections		6			2							\$510.00					\$270.00				8	\$780.00			
3. Standard Box Details					46												\$6,210.00				46	\$6,210.00			
4. Special Details					8		20										\$1,080.00				28				
5. Gravity Sanitary Sewer Plan and Profile			4		20							\$340.00					\$2,700.00				24	\$3,040.00			
6. Sanitary Sewer Details			2		2							\$170.00					\$270.00				4	\$440.00			
7. Paving Details			4		2							\$340.00					\$270.00				6	\$610.00			
8. Intersection Details					30												\$4,050.00				30	\$4,050.00			
9. Various Details					30												\$4,050.00				30	\$4,050.00			
10. Traffic Control					20												\$2,700.00				20	\$2,700.00			
11. Roadway Cross Sections		16			6							\$1,360.00					\$810.00				22	\$2,170.00			
12. Utility Coordination					6		2												\$210.00		2	\$210.00			
13. SESD					6												\$810.00				6	\$810.00			
14. NPDES Permitting					4				1								\$540.00		\$55.00	\$60.00	5	\$655.00			
15. Field Check Submittal and Tour					8												\$1,080.00				8	\$1,080.00			
16. Quality Control and Quality Assurance				2	12										\$330.00	\$1,620.00					14	\$1,950.00			
17. Final Submittals					12												\$1,620.00				12	\$1,620.00			
18. Construction Engineering					2												\$270.00			\$220.00	6	\$490.00			
																					Part IV Total =		\$34,915.00		
Totals =	36.00	40.00	2.00	0.00	9.00	392.00	20.00	8.00	5.00	0.00	4,500.00	3,400.00	250.00	0.00	1,485.00	52,920.00	0.00	840.00	275.00	1,560.00	\$12.00				

Fee Estimate = \$64,150.00

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: September 24, 2018

*Subject: Consulting Service Agreement for
Drainage Improvements in the Green
Hills O'Ford Subdivision & Drainage
Swale off of Trail St., SD 1803.*

Agenda Item: New Business

Recommendation: Approve Consulting Services Agreement with Schwab Eaton pending review by City Attorney in the amount not to exceed \$53,305.00.

Background: Running through the Green Hills O'Ford Subdivision is drainage ditch that has been a maintenance issue for a number of years. In the past the City has worked with the Home Owners Association to grade and provide other maintenance operations to this ditch. Through this ditch flows the run-off of the subdivision along with run-off from 14th Ave. and the retail development along 14th Ave. Over the past years the city has made improvements to other sections of this ditch. Currently there are exposed utility service lines and the ditch cannot be maintained. This design project will aim to redesign the drainage through this neighborhood to reduce maintenance issues moving forward.

Justification: To ensure the safety of the subdivision and eliminate a maintenance issue not only for the HOA but the City, improvements need to be made to this drainage ditch..

Financial Considerations: The contract with Schwab Eaton is for a not to exceed amount of \$53,305.00. This is a budgetted project and monies have been bonded.

Purpose/Mission: With this design project we will ensure the on going Safety of the public. We will also provide Ongoing Improvement of the city's Infrastructure.

Legal Considerations: The City is entering into a contract with Schwab Eaton and is bound by the provisions of this contract.

Attachments: The Consulting Services Agreement with Schwab Eaton.

**SHORT FORM OF AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of _____ (“Effective Date”) between City of Dodge City, Kansas (“Owner”) and Schwab Eaton (“Engineer”).

Owner’s Project, of which Engineer’s services under this Agreement are a part, is generally identified as follows: Drainage Improvements in the Green Hills O’Ford Subdivision and Drainage Swale off of Trail Street (“Project”).

Engineer’s services under this Agreement are generally identified as follows: See Exhibit A (“Services”) attached hereto. Site Survey Services are included as a portion of Exhibit A. The approximate survey limits are shown on aerial photos in Exhibit B (“Site #1”) and Exhibit C (“Site #2”) attached hereto.

Owner and Engineer further agree as follows:

1.01 Basic Agreement and Period of Service

- A. Engineer shall provide or furnish the Services set forth in this Agreement. If authorized by Owner, or if required because of changes in the Project, Engineer shall furnish services in addition to those set forth above (“Additional Services”).
- B. Engineer shall complete its Services within the following specific time period:
 - 1. All Services required to have the Project ready for advertisement for bids will be completed within three months of the Effective Date, assuming timely reviews by the Owner and other stakeholders within the Project.
 - 2. All Services required during advertisement for bids, contracting period and construction shall be completed within a reasonable period of time and in coordination with the Owner.
- C. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer’s Services is impaired, or Engineer’s Services are delayed or suspended, then the time for completion of Engineer’s Services, and the rates and amounts of Engineer’s compensation, shall be adjusted equitably.

2.01 Payment Procedures

- A. *Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt. If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer’s invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if

less) from said thirtieth day, and (2) in addition Engineer may, after giving seven days written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.

- B. *Payment:* As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in Paragraphs 2.01, 2.02 (Services), and 2.03 (Additional Services). If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

2.02 *Basis of Payment—Direct Labor Costs Times Factor, Plus Reimbursable Expenses, All Not to Exceed a Maximum Fee*

- A. Owner shall pay Engineer for Services as follows:

1. An amount equal to Engineer's Direct Labor Costs times a factor of 2.52 for Services provided by Engineer's employees, plus reimbursement of expenses incurred in connection with providing the Services and Engineer's consultants' charges, if any.
2. Direct Labor Costs means salaries and wages paid to employees but does not include payroll-related costs or benefits.
3. The total maximum compensation for Services and reimbursable expenses is estimated to be \$53,305.00.

2.03 *Additional Services:* For Additional Services, Owner shall pay Engineer an amount equal to the cumulative hours charged in providing the Additional Services by the Engineer's employees direct salary and wages times a factor of 2.52 in same manner as indicated in Paragraph 2.02 (Services); plus reimbursement of expenses incurred in connection with providing the Additional Services and Engineer's consultants' charges, if any. Additional Services are defined as Services not specifically identified in attached Exhibit A – SCOPE OF SERVICES, or an expansion of said Services described therein. Additional Services will not be provided except at the request of the Owner.

3.01 *Termination*

- A. The obligation to continue performance under this Agreement may be terminated:

1. For cause,
 - a. By either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the Agreement's terms through no fault of the terminating party. Failure to pay Engineer for its services is a substantial failure to perform and a basis for termination.
 - b. By Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's Services are delayed for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 5.01.I.
 - c. Engineer shall have no liability to Owner on account of a termination for cause by Engineer.
 - d. Notwithstanding the foregoing, this Agreement will not terminate as a result of a substantial failure under Paragraph 3.01.A.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt of notice; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of written notice from Owner.
- B. In the event of any termination under Paragraph 3.01, Engineer will be entitled to invoice Owner and to receive full payment for all Services and Additional Services performed or furnished in accordance with this Agreement, plus reimbursement of expenses incurred through the effective date of termination in connection with providing the Services and Additional Services, and Engineer's consultants' charges, if any.

4.01 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 4.01.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

5.01 *General Considerations*

- A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality.

Appendix 1, Standard Hourly Rates Schedule.

EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.

Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer and its consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

- B. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor to comply with laws and regulations applicable to such Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- C. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform its work.
- D. Engineer's opinions (if any) of probable construction cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
- E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents other than those made by Engineer or its consultants.
- F. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Owner shall have a limited license to use the documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the documents and subject to the following limitations:
 - 1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;
 - 2. any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and consultants;
 - 3. Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and consultants from all claims, damages, losses, and expenses,

Appendix 1, Standard Hourly Rates Schedule.

**EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
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and American Society of Civil Engineers. All rights reserved.**

including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without written verification, completion, or adaptation by Engineer; and

4. such limited license to Owner shall not create any rights in third parties.
- G. Owner and Engineer may transmit, and shall accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- H. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to \$100,000 or the total amount of compensation received by Engineer, whichever is greater. Neither Owner nor Engineer shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.
- I. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.
- J. Unless otherwise stated, the Owner shall grant or secure the legal right for Engineer to access the site for activities necessary for the performance of the Services. Although Engineer will take reasonable care in performing its services, the Owner understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not part of this Agreement. The Owner agrees, to the fullest extent permitted by law, to hold harmless Engineer, its officers, directors, employees and sub consultants against any damages, liabilities or costs arising or allegedly arising from procedures associated with surveying, testing or investigative activities or connected in any way with the discovery of Constituent of Concern on the property.
- K. Engineer represents and warrants that it and its agents, staff and consultants employed by it are protected by workers compensation and insurance and that Engineer has such coverage under professional liability and property damage insurance policies which Engineer deems to be adequate. Engineer agrees to furnish certificates of insurance to Owner, if Owner so desires.
- L. Any topographic surveys performed by Engineer under the basic Services under this Agreement that include surveying of buried utilities marked by others, require certain assumptions be made regarding the accuracy and completeness of the information provided by others that cannot be verified by Engineer without the Owner expending potentially substantial sums of money. Therefore, the Owner agrees to bear all costs, losses and expenses, including the cost of Engineer's Additional Services, arising from the discovery of unknown utility locations and/or utility conditions during construction.
 1. If Owner desires a higher level of investigation, Owner shall request such Service as an Additional Service in accordance with the terms of this Agreement. As part of this Additional

Appendix 1, Standard Hourly Rates Schedule.

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Service, Engineer shall perform additional research and hiring the excavation and exposure of existing utilities at locations assumed by Engineer, with the ordinary standard of professional care, to be representative of what would be encountered during construction. Owner recognizes, however, that such research and investigation may not identify all underground utility locations and conditions and that the information upon which Engineer reasonably relies may contain errors or be incomplete.

- M. Engineer shall assist Owner in applying for those permits and approvals identified in Exhibit A (Services). Unless otherwise specifically indicated therein, assistance will be limited to completing and submitting forms to the appropriate regulatory agency having jurisdiction and does not include special studies, special research, special testing or special documentation not normally required for this type of project. Review fees and other direct expenses related to the cost of obtaining permits from governmental or regulatory entities shall be borne by the Owner and are not included as a part of Engineer's fee unless stated otherwise therein.
- N. Owner shall furnish Engineer copies of all available reports, data, surveys, records, information and instructions required by this Agreement at no cost to Engineer. Engineer may use said items in performing its services and is entitled to rely upon the accuracy and completeness thereof.
- O. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the dispute shall be mediated. If mediation is unsuccessful, then the parties may exercise their rights at law.
- P. This Agreement is to be governed by the law of the state in which the Project is located.
- Q. Engineer's Services and Additional Services do not include: (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements; or (4) providing legal advice or representation.

6.01 *Total Agreement*

- A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Definitions

- A. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and consultants), performing or supporting construction activities relating to the Project, including but not limited to contractors, subcontractors, suppliers, Owner's work forces,

utility companies, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.

- B. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5101 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

Attachments:

Exhibit A – SERVICES

Exhibit B – SITE #1 (Survey Limits)

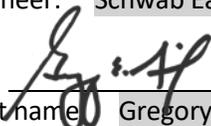
Exhibit C – SITE #2 (Survey Limits)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: City of Dodge City, Kansas

Engineer: Schwab Eaton

By: _____

By:  _____

Print name: _____

Print name: Gregory E. Fief

Title: _____

Title: Vice President

Date Signed: _____

Date Signed: 09/26/2018

Engineer License or Firm's Certificate No. (if required):

No. 0566398

State of: Kansas

Address for Owner's receipt of notices:

Mr. Ray Slattery, P.E.

Director of Engineering Services

806 2nd Avenue

PO Box 880

Dodge City, KS 67801

Address for Engineer's receipt of notices:

Mr. Gregory E. Fief, P.E.

Vice President

Schwab Eaton

1125 Garden Way

Manhattan, KS 66502

EXHIBIT A – SERVICES

This Exhibit is attached to an Agreement between Schwab Eaton and the City of Dodge City, Kansas for the following Project: **Drainage Improvements in the Green Hills O’Ford Subdivision and Drainage Swale off of Trail Street.**

Green Hills O’Ford Subdivision Drainage Improvements location is referred to herein as “Site #1”. The Drainage Swale location off of Trail Street is referred to herein as “Site #2”.

Schwab Eaton’s (hereinafter referred to as “Engineer”) Scope of Services to the City of Dodge City (hereinafter referred to as “Owner”) is described as follows:

1. PROJECT KICK-OFF AND COLLECTION OF BACKGROUND INFORMATION:
 - a. ENGINEER will meet with the OWNER to discuss the Project background in greater detail and visit each site. ENGINEER will note and document pertinent visual observations during the site visit.
 - b. ENGINEER will collect available information the OWNER may have including, but not necessarily limited to, existing plans or drainage studies for various stormwater infrastructure improvements (e.g. existing stormwater detention facilities, storm sewer construction drawings, etc.), subdivision plats, site plans, GIS information, aerial photography, etc. within the respective watersheds. ENGINEER will also obtain available LiDAR contour information for the Project area from DASC and other sources.
 - c. ENGINEER will contact utility company representatives for those utilities directly impacted by the current problems to discuss their concerns and any parameters that need to be considered during the planning, design and construction stages of the Project.

2. SITE SURVEYS:
 - a. ENGINEER will request utility locates within the areas of immediate concern and obtain information regarding local survey control including benchmarks, section corners and subdivision monuments.
 - b. Site #1: ENGINEER will perform a topographic survey of the immediate drainage channel and its environs including adjacent storm sewer infrastructure at Site #1. A partial boundary survey of adjacent lots will also be performed to locate the common property boundary abutting the open space through which the existing channel is located. Exhibit B is an aerial photo is attached hereto showing the approximate limits of the site survey.
 - c. Site #2: ENGINEER will perform a site survey of the immediate storm sewer infrastructure on the south side of Trail Street at Site #2 along with the eastern portion of the Kindsvater Trucking Company property. The strip of ground within which the swale will be located is approximately 100-ft wide by 500-ft long; however, the topographic survey limits will extend approximately 900-ft in length to provide supplemental elevation information for the swale design. Exhibit C is an aerial photo is attached hereto showing the approximate limits of the site survey.
 - d. These surveys will be used as site base information for development of bidding and construction drawings.

3. HYDROLOGICAL ANALYSIS:
 - a. ENGINEER will perform a hydrological analysis of the watershed areas impacting both sites. The watershed information used in the analysis will basically consist of a combination of aerial photography and LiDAR topography, supplemented with pertinent information collected with

- site surveys performed under the previous tasks. ENGINEER will use NRCS methodologies based on the 2-year, 10- year, 25-year and 100-year 24-hour Type II design storms and follow the applicable Dodge City Stormwater Design Manual criteria.
- b. ENGINEER will perform required stormwater detention modeling at Site #1 using Bentley PondPack hydrological software.
 - c. ENGINEER will evaluate the existing channel hydraulics in Site #1 based on the various design storm and evaluate the existing tractive forces operating on the existing channel bottom. Similarly, ENGINEER will evaluate the probable hydraulic gradient and energy operating in vicinity of the existing channel bends in Site #1 for the representative storms.
 - d. ENGINEER will prepare a summary report of our findings and submit it to the OWNER for review and feedback. ENGINEER will conduct a virtual meeting with the OWNER to discuss the findings and recommended direction for proposed improvements.
4. PRELIMINARY DESIGN AND FIELD CHECK:
- a. ENGINEER will develop a preliminary design of proposed improvements at both sites. Site #1 improvements are anticipated to include a proposed channel section, re-grading of the channel, channel liner options, culvert modifications and extensions, soils stabilization/permanent BMPs and a detention basin. Site #2 improvements are anticipated to include a proposed channel section, grading of the channel, channel liner options, and soils stabilization/permanent BMPs.
 - b. ENGINEER will prepare drawings showing preliminary designs along with preliminary cost opinions and submit to the OWNER for review.
 - c. ENGINEER will submit the same drawings to the respective utility companies and landowners (Green Hills O'Ford HOA representatives and Kindsvater representatives) for their review and input.
 - d. ENGINEER will meet with the OWNER to discuss the submittal and receive feedback. ENGINEER will invite the OWNER, utility representatives and landowners to visit the respective Project sites for a visual review of the existing conditions relative to the proposed improvements and note potential design modifications discovered and deemed necessary during the site review.
5. FINAL DESIGN:
- a. ENGINEER will prepare final design of proposed improvements based on feedback received during the previous task. ENGINEER will also prepare a draft set of technical specifications and an updated cost opinion. ENGINEER will submit the deliverables to the OWNER for review.
 - b. ENGINEER will submit final drawings to the same utility representatives and landowners for their review and comment. ENGINEER will contact each party and receive final feedback.
 - c. ENGINEER will have a virtual meeting with the OWNER to receive feedback and pass on outstanding concerns expressed by the utility representatives and landowners.
6. REGULATORY PERMITS AND EASEMENTS:
- a. ENGINEER will prepare an NOI, if the disturbance area warrants, for a construction permit from KDHE. The NOI will include the permit application, temporary erosion control plan, and SWPPP requirements. ENGINEER will submit the NOI and application to the OWNER for signature. The OWNER will submit the NOI and related permit fee to KDHE for approval.
 - b. ENGINEER assumes that USACE, DWR and other regulatory permits will not be required and is not a part of our proposed services. However, ENGINEER will be available to assist the OWNER regarding procurement of these permits as an additional service if such is later determined to be necessary.
 - c. ENGINEER will prepare a legal description for a permanent drainage easement at Site #2 and submit it to the OWNER for procurement from the landowner and filing with the Register of

Deeds.

- d. ENGINEER assumes that easements (temporary or permanent) will not be required with the Home Owners Association for work within Site #1. However, ENGINEER will be available to assist the OWNER by providing legal descriptions for said easements as an additional service if such is later determined to be necessary.

7. BIDDING AND CONSTRUCTION DOCUMENTS:

- a. ENGINEER will prepare bidding and construction documents based on feedback received during the final design task. The documents will include sealed Drawings and Technical Specifications. The Drawings are anticipated to include the following:
 - Existing Site Conditions
 - Site Demolition Plan
 - Site Improvement Plans
 - Site Grading Plans
 - Temporary Erosion Control Plans
 - Construction Details (including drainage structures, liners, BMPs, etc.)
- b. The documents will be prepared by the ENGINEER combining both sites into one bid package.
- c. ENGINEER will submit the documents along with an Engineer's opinion of probable construction costs to the OWNER for advertising and bidding. ENGINEER will handle production and distribution of bidding documents to interested bidders.

8. BIDDING PERIOD:

ENGINEER will be available during the bidding period to receive and respond to questions from bidders, prepare necessary addenda, and assist the OWNER with review of bids and making recommendations regarding contract award to the successful bidder.

9. CONSTRUCTION ADMINISTRATION SUPPORT:

- a. Although ENGINEER assumes the OWNER will handle the primary construction administration responsibilities, ENGINEER will provide the OWNER with the following support services:
 - Review of shop drawings and product submittals.
 - Responding to RFIs issued by the Constructor.
- b. ENGINEER will be available throughout construction to provide the OWNER, upon request, other types of support as separate additional services.

End of Exhibit A

EXHIBIT B (Site #1 Survey Limits)

Legend

- Curtis Machine Co Inc
- Polygon Measure
- Presto



EXHIBIT C (Site #2 Survey Limits)

Legend

- Curtis Machine Co Inc
- Polygon Measure
- Presto



• **8- . - Entering or staying upon a designated roadway is prohibited.**

(a) It shall be unlawful for any person to go upon any designated roadway or remain alongside any designated roadway and approach a vehicle stopped on the roadway or attempt to attract the attention of the driver or occupant of a motor vehicle for the purpose of inducing the driver of the motor vehicle to remain stopped, slow or stop the vehicle on the designated roadway to facilitate a transfer of anything from the driver or occupant of the vehicle to the pedestrian or the transfer of anything by the pedestrian to the driver or occupant.

(b) No person shall be upon the median of a designated roadway unless that person is in the process of crossing the roadway.

(c) No person shall activate a pedestrian crosswalk signal for any purpose other than to stop traffic to allow such person to cross the roadway.

(d) No driver or operator of a motor vehicle shall park, stop or leave standing a vehicle on a designated roadway for the purpose of responding to persons violating Subsections (a), (b) or (c).

(e) Exceptions:

This chapter does not apply to:

- (1) Persons in or upon public or private parking lots, alleys or private roads;
- (2) Persons using a crosswalk to cross the roadway;
- (3) Persons engaged in law enforcement, emergency or rescue activities, including providing assistance to an injured or disabled vehicle or person;
- (4) Persons entering a vehicle as an invited passenger where it is lawful to do so, including public transportation services;
- (5) Persons engaged in the repair or maintenance activities of the highway under the direction of the City of Dodge City or State of Kansas;
- (6) Streets or portions thereof that have been closed pursuant to express authorization from the City to include but not be limited to: community events and parades;

(7) Persons entering the roadway for the purpose of conducting business with an ice cream vendor properly licensed pursuant to of the Code of the City of Dodge City.

(f) Definitions: For purposes of this section the term “designated roadway” means:

Wyatt Earp Boulevard

Fourteenth Avenue

Trail Street

Central Avenue from Comanche Blvd north to Hwy 50

Hwy 50

Second Avenue south from Wyatt Earp Blvd to south city limit

• **8- . - Penalty.**

Any person who violates the provisions of the preceding section is guilty of a misdemeanor. Upon a conviction, a person shall be sentenced to a fine not to exceed five hundred dollars (\$500.00) and/or imprisonment not to exceed thirty (30) days.