

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, June 3, 2019

7:00 p.m.

MEETING #5126

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Reverend John Seatvet of St Cornelius Episcopal Church

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

## **PETITIONS & PROCLAMATIONS**

Dodge City High School Forensics Team 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, May 20, 2019;
2. Approval of City Commission Meeting Minutes, May 20, 2019;
3. Appropriation Ordinance No.12, June 3, 2019;
4. Cereal Malt Beverage License:
  - a. El Charro Restaurant, 1209 W. Wyatt Earp Blvd.;
5. Approval of Contract for Water Service for 1519 S. 2nd Avenue.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2019-15:** A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2009 International Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Report by Fire Chief, Robert Heinz.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Consulting Agreement, Phase 1 for 6<sup>th</sup> Avenue and Soule Street Intersection.  
Report by Director of Engineering, Ray Slattery.

## **OTHER BUSINESS**

## **EXECUTIVE SESSION**

1. Confidential data relating to Financial Affairs or Trade Secrets of second parties, such as Corporations, Partnerships, Trusts and Individual Proprietorships.
2. Discussion prior to acquisition of Real Estate. The act explicitly refers only to discussions of acquisitions and not to the discussions of sale.

## **ADJOURNMENT**

## **Forensics Team Proclamation**

**WHEREAS**, Dodge City High School has been successful in challenging all students to excel in academics and in a variety of extracurricular activities; and

**WHEREAS**, The 2018 – 2019 DCHS Forensics team students dedicated themselves in order to compete at a higher level than previous years; and

**WHEREAS**, This year's team had more students qualify for the state tournament than slots allowed per team; and

**WHEREAS**, six out of 27 students on the forensic team: senior Lorenz Looney, juniors Kylee Smith and Arden Ingram, and sophomores Olivia Ramos, Halle Robinson, and Alicia Santos, placed in the top three in at least three tournaments throughout the season and became the first DCHS students to compete in the National Individual Event Tournament of Champions, and

Now, Therefore, I, Brian Delzeit, Mayor of Dodge City, do hereby proclaim June 3, 2019, as

### **Dodge City High School Forensics Team Day**

and recognize the 2018 – 2019 students and coaches for their dedication to compete at the highest level of competition.

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Brian Delzeit, Mayor

SEAL

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Nannette Pogue, City Clerk

# **CITY COMMISSION WORK SESSION MINUTES**

City Hall Commission Chambers

Monday, May 20, 2019

6:00 p.m.

## **CALL TO ORDER**

**ROLL CALL:** Mayor Brian Delzeit, Commissioners, Jan Scoggins (by phone), Rick Sowers and Joyce Warshaw. Kent Smoll was reported absent

1. Discussion of Comprehensive Plan. Nathan Littrell, Planning/Zoning Administrator presented the draft of the Comprehensive Plan to the City Commission. The Commission discussed the plan and recommendations.

## **ADJOURNMENT**

Commissioner Joyce Warshaw moved to adjourn the meeting and Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, May 20, 2019

7:00 p.m.

MEETING #5125

## **CALL TO ORDER**

**ROLL CALL:** Mayor Brian Delzeit, Commissioners Joyce Warshaw, Rick Sowers, Jan Scoggins (by phone). Commissioner Kent Smoll was reported absent.

**INVOCATION** by Captain Duvall of the Salvation Army

## **PLEDGE OF ALLEGIANCE**

## **APPROVAL OF AGENDA**

Commissioner Joyce Warshaw moved and Commissioner Jan Scoggins seconded the motion to approve the Agenda as presented. The motion carried 4-0.

## **PETITIONS & PROCLAMATIONS**

Mayor Brian Delzeit read the National Public Works Week proclamation and proclaimed May 19 through May 25 as Public Works Week in the City of Dodge City. Corey Keller, Public Works Supervisor, thanked all of the Public Works employees for everything they do and invited the Commissioners to the Public Works picnic Thursday from 11:30 a.m. to 1:00 p.m. at the Mariah Hills meeting room.

**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).**

Employee Recognition - Kevin Israel was Awarded Member of the Year for Heart of America (HOA) Chapter of the International Code Council. The award was presented to Kevin for his dedication and efforts towards the organization at the 2019 Joint Kansas Chapter Meeting, HOA Annual Business Meeting, and Combined Education Conference that the Development Services and Inspections Department hosted in April.

AAA Award to the Dodge City Police Department. Shawn Stewart representing AAA recognized Troy Wells the Law Enforcement Liaison with KDOT who recommends awardees. The 4<sup>th</sup> consecutive platinum award was presented to the Dodge City Police Department. Receiving the award and representing the Dodge City Police Department was Chief Drew Francis and Sergeant Thad Brown. The Dodge City Police Department

has several strong enforcement programs for seat belt safety, DUI's, speeding, and is involved in several other programs including the EMS response, child passenger safety,

MOM, GREAT and others that afforded them the award. They were one of twenty one police departments in the State that received this high honor.

#### **CONSENT CALENDAR**

1. Approval of City Commission Work Session, May 6, 2019;
2. Approval of City Commission Meeting Minutes, May 6, 2019;
3. Appropriation Ordinance No.11, May 20, 2019;
4. Cereal Malt Beverage License:
  - a. Love's Travel Stop Store, 400 E. Wyatt Earp Blvd.
  - b. Love's Travel Stop Store, 1108 W. Wyatt Earp Blvd.
5. Approval of Extension of Agreement for the University Center Facilitation Consultant. Report by Melissa McCoy,
6. Approval of Appointment to Planning Commission.

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

#### **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3715:** An Ordinance Establishing the Number of Qualified Elector Signatures for Nomination Petition was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried 3-1 with Commissioner Rick Sowers voting no.

**Ordinance No. 3716:** An Ordinance Incorporating by Reference the Code of Procedures for Kansas Cities was approved on a motion by Commissioner Joyce Warshaw. Commissioner Jan Scoggins seconded the motion. The motion carried 4-0.

**Resolution No. 2019-14:** A Resolution Establishing the first Meeting in January for New City Commissioners to take Office was approved on a motion by Commissioner Jan Scoggins. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

#### **NEW BUSINESS**

#### **ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

**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 \_\_\_\_\_

<b>SECTION 1 - LICENSE TYPE</b>			
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.			
<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): _____			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <i>Catherine Renecon</i>	Phone No. <i>620-255-3499</i>	Date of Birth <i>6-22-78</i>	
Residence Street Address <i>2311 Fairway Dr Apt. 4</i>	City <i>Dodge City</i>	Zip Code <i>67801</i>	
<b>Applicant Spousal Information</b>			
Spouse Name <i>Byron A. Renecon</i>	Phone No. <i>620-255-1108</i>	Date of Birth <i>10-20-78</i>	
Residence Street Address <i>1315 Burr Parkway</i>	City <i>Dodge City</i>	Zip Code <i>67801</i>	
<b>SECTION 3 - LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <i>El Charro of D.C. LLC</i>	Name		
Business Location Address <i>1209 W Wyzett Exp</i>	Address		
City <i>Dodge City</i> State <i>KS</i> Zip <i>67801</i>	City	State	Zip
Business Phone No. <i>620-225-0371</i>	<input type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <i>Catherine &amp; Byron Renecon</i>			
<b>SECTION 4 - APPLICANT QUALIFICATION</b>			
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>41</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 checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, P.E.  
Director of Engineering Services*  
*Date: May 29, 2019*  
*Subject: Contract for Water Service for 1519  
S. 2<sup>nd</sup> Ave.*  
*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Contract for Water Service.

**Background:** The city has allowed county Residents/Businesses/Property Owner located adjacent to a waterline to connect services lines once a Contract has been approved between the City and the Resident/Business/Property Owner.

**Justification:** By allowing these connections, the Residents/Businesses/Property Owner have access to a potable water supply when their private well quits working, has other issues, like contaminations, or they want a secure water supply. The connections provides a safe supply of potable water for the Resident/Business/Property Owner.

**Financial Considerations:** The cost for the installation of the meter will be paid for by the City. When the waterline easement on this property was acquired in 2004, the City agreed to supply one water tap for the property when the requested by owner. The owner will be responsible for the fees to file the Water Contract with the Register of Deed's Office.

**Purpose/Mission:** This project aligns with two of the City's Core Values. Those are "Safety", together we endeavor to provide a safe potable water for the Residents/Business around Dodge City.

**Legal Considerations:** None

**Attachments:** Contract for Water Service

## CONTRACT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Bellinger Development Kansas, LLC, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: (Insert Legal Description below)

More commonly known as 1514 S 2nd Ave Dodge City, KS 67801; hereinafter referred to as "the premises".

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows: The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public water system at such point or location. Should the City elect not to extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

## Contract for Water Service

Page 2

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for residential & commercial customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, \$           - 0 - (Filing Fee Only) which amount may be increased due to unforeseen circumstances or decreased due to actually costs of installation and which amount shall be paid by the Owner to the City in the following time and manner:

**All tapping, meter and service line installation fees, along with filing fees shall be paid once installation is complete and prior to water service being turned on.**

The Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's private water service line from the point of connection at the City's meter to the Owners point of use. The Owner shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service.

**SPECIAL CONDITIONS:**

**Contract for Water Service**

Page 3

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS  
A Municipal Corporation

By \_\_\_\_\_  
Brian Delzeit, Mayor

ATTEST:

\_\_\_\_\_  
Nannette Pogue, City Clerk

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this \_\_\_\_\_ day of \_\_\_\_\_, A.D. \_\_\_\_\_, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Brian Delzeit**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge 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:

By Timothy J Santy (Owner Signature) \_\_\_\_\_ (Owner Signature)  
Timothy J Santy (Printed Owner Name) \_\_\_\_\_ (Printed Owner Name)

DATED this 17<sup>th</sup> day of MAY, 2019.

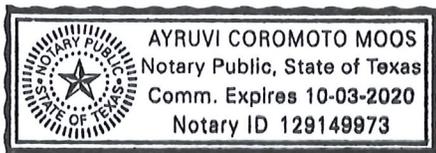
STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 17<sup>th</sup> day of MAY, A.D. 2019, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Timothy J Santy Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) 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.

Ayruvi Coromoto Moos  
 Notary Public

My Appointment Expires:



## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Fire Chief, Robert Heinz*

*Date: 05/28/2019*

*Subject: Temporary Suspension of Ord.  
No.2838 (Fireworks Ban)*

*Agenda Item:  
Ordinances and Resolutions*

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**Recommendation:** Approve resolution.

**Background:** This resolution is the same as those that have been approved over the last several years. The practice of temporarily suspending the ban on the discharge of fireworks in the city was originally started at the request of Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

**Justification:** The approval of Resolution No. 2019-16 would provide a limited time for the public to discharge their fireworks in celebration of independence day. Also, because of high law enforcement calls in past years I am again requesting the ban be lifted for Four days only - July 2<sup>nd</sup>,3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> 2019 (10:00 am to 11:00 pm).

**Financial Considerations:** None

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

**Legal Considerations:** None

**Attachments:** A copy of resolution 2019-15 is attached.

**RESOLUTION NO. 2019-15**

**A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE 2009 INTERNATIONAL FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:**

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**SECTION 1:** For the time period and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, on Tuesday; July 2<sup>nd</sup> through Friday July 5<sup>th</sup>, 2019 between the hours of 10:00 a.m. to 11:00 p.m. of each day;

**SECTION 2:** This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 2<sup>nd</sup>, July 3<sup>rd</sup>, July 4<sup>th</sup> and July 5<sup>th</sup>, 2019 on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

**SECTION 3:** This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 2<sup>nd</sup>, July 3<sup>rd</sup>, July 4<sup>th</sup> and July 5<sup>th</sup>, 2019 on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

**SECTION 4:** Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

**SECTION 5:** This waiver will automatically expire at 11:01 p.m. on July 5<sup>th</sup>, 2019 and may be rescinded prior thereto by action of the governing body.

**SECTION 6:** This Resolution shall take effect and be in force from and after its adoption.

Adopted by the governing body this 3<sup>rd</sup> day of June, 2019.

\_\_\_\_\_  
Brian Delzeit, Mayor

ATTEST:

\_\_\_\_\_  
Nannette Pogue, City Clerk

# Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, P.E.  
Director of Engineering Services*  
*Date: May 29, 2019*  
*Subject: Phase 1 of Consulting Agreement for  
6<sup>th</sup> Ave. & Soule St. Intersection  
Design, ST 1902*  
*Agenda Item: New Business*

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**Recommendation:** Approve the Agreement for Phase 1 Design Development for Engineering Services with SMH Consultants (SMH) for \$23,000. Pending approval by City Attorney.

**Background:** In the 2019 Street Program, the design improvements for the 6<sup>th</sup> Ave. & Soule St. intersection was approved. In February 2019, Requests for Qualifications were issued for the project. The City received qualifications from 5 firms. After review of the selection committee, SMH was chosen for the project. Staff meet with SMH and discussed the project and option for design. In SMH's proposal they had a concept of a roundabout that after some discussion may have some merit. SMH was directed to provide the City with a two part design proposal. Phase 1 will be all necessary Land Survey and Field Data collection along with Concept Development of the intersection and corridor between 6<sup>th</sup> Ave. and Manor Dr. A multi-use trail will also be considered from the trail in Chilton/Speirs Park to Northwest School. After the concepts are completed, SMH will present their findings to the Commission for final selection. Once the concept of the intersection is selected. Staff will present Phase 2 of the design cost to the Commission.

**Justification:** Improvements to this intersection will improve safety of both the vehicular and pedestrian traffic. It will also provide a path for pedestrians to use between Northwest School and Gunsmoke Trail.

**Financial Considerations:** This phase of the design with SMH is for \$23,000.00. Funding for the design work will be from GOB which were approved early this year, \$80,000 has been budgetted for the full design of the project.

**Purpose/Mission:** The completion of this project meet the core Value of Ongoing Improvement and Safety. Once the design is completed the City to have the documents necessary for the bidding of this project.

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

**Attachments:** The Scope of Services and Fee Estimate for Engineering Services with SMH.

***6<sup>th</sup> Avenue and Soule Street  
Design Development for a New Intersection  
Scope of Professional Services  
Prepared: May 17, 2019***

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

**Part I (Land Survey and Field Data)**

1. A complete boundary, topographic, utility, and site survey for the entire area where improvements will take place related to the improvements, potential roadway alignment and potential utility relocations. See survey limits below.



2. Conversion of the survey into a working drawing that can be used for design.
3. Traffic data collection. This task has already been completed.

**Part II (Concept Development)**

1. Meetings with Victory Electric, USD 443 and the City of Dodge city for input on the intersection improvement alternatives. This task will also involve up to two neighborhood open houses and meetings with the City Commission as necessary to arrive at a preferred alternative.
2. Overall concept development of alternatives for improvement of the intersection. The alternatives will be developed against aerial photography and survey information. Alternatives will include the following considerations.

- a. The geometrics of traversing the intersection with vehicles ranging from small passenger cars to school buses. This will also involve the utilization of turning software.
  - b. Peak hour level of service analysis for existing traffic and existing plus twenty years based on a predetermined agreed up growth rate for the various alternatives developed.
  - c. Pedestrian considerations for both sidewalks and a multi-use trail.
  - d. Conceptual alternative cost estimates.
  - e. Vertical profile considerations.
  - f. Drainage considerations.
  - g. Phasing and construction scheduling with the school calendar.
  - h. Constructability.
  - i. Available right of way.
  - j. Utility conflicts.
3. Conceptual study report in the format of a letter outlining the different alternatives considered.

**Deliverables:**

1. Boundary, topographic and utility survey.
2. Conceptual study report in letter format with recommended and/or preferred alternatives.
3. Right of way map showing existing right of way and any proposed easements required to complete construction of the project.
4. Construction cost estimate for the preferred alternative that include construction, right of way, and engineering costs.
5. Design presentations to USD 443 School Board and the City of Dodge City Commission.

# Fee Estimate

City of Dodge City  
 Exhibit B  
 Prepared May 17, 2019

SIC = 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



Part / Description	SC	CT	MPLS	RLS	MPE	PE	DE	LA	CL	Rate	Estimated Fee								Total Fee					
											SC	CT	MPLS	RLS	MPE	PE	DE	LA		CL	Expenses	Hours		
<b>Part I - Topographic Survey</b>																								
1. Boundary, Ego, and Site Survey	68	24	6					2		\$8,500.00	\$1,040.00	\$750.00					\$710.00			\$1,200.00	76	\$10,650.00		
2. Utility Corridor																					24	\$2,040.00		
<b>Part II - Conceptual/Design/Plan</b>																								
1. Main Street Corridor					14			14		\$3,210.00							\$1,270.00					28	\$4,480.00	
2. Concept Development					4			40		\$4,260.00							\$4,000.00					8	\$1,200.00	
3. Report					8					\$1,200.00												8	\$960.00	
<b>Total =</b>	<b>68</b>	<b>24</b>	<b>6</b>	<b>0.00</b>	<b>20.00</b>	<b>0.00</b>	<b>40.00</b>	<b>16.00</b>	<b>0.00</b>	<b>0.00</b>	<b>3,040.00</b>	<b>750.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,260.00</b>	<b>4,000.00</b>	<b>1,680.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,740.00</b>	<b>180.00</b>	<b>\$16,300.00</b>	

Part I Total = \$12,700.00  
 Part II Total = \$16,300.00  
 Part I Total = \$16,300.00  
 Part II Total = \$12,700.00  
**Fee Estimate = \$28,000.00**