

CITY COMMISSION MEETING AGENDA

City Hall Commissioner Chambers

You can watch the meeting at

www.facebook.com/cityofdodgecity or <https://zoom.us/j/529604997>

Monday, April 6, 2020

7:00 p.m.

MEETING #5152

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Child Abuse Prevention Month Proclamation

Fair Housing Month

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 Minutes, March 16, 2020;
2. Appropriation Ordinance No.6 April 6, 2020;
3. Cereal Malt Beverage License:
Quick Pick, Inc., 2501 Central Avenue,
4. Ratification of Murfin Property Lease Agreement.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Phase 1 of Consulting Agreement for 6th/7th Ave. Realignment Design. Report by Director of Engineering, Ray Slattery.
2. Approval of Bid for Memorial Stadium Sewer Repairs, South Parking Lot. Report by Director of Engineering, Ray Slattery.
3. Approval of Final Plat Application for Candletree Unit 6 Plat. Report by Planning and Zoning Administrator, Nathan Littrel.
4. Approval of Final Plat Application for Wagon Wheel Unit 3 Plat. Report by Planning and Zoning Administrator, Nathan Littrel

OTHER BUSINESS

ADJOURNMENT



CASA-Children Worth Saving, Inc.
2008 1st Ave, Suite 806
PO Box 843
Dodge City, KS 67801
Phone (620) 225-1278 Fax (620) 225-0815

Child Abuse Prevention Month 2020 Proclamation

Whereas, children are key to the state's future success, prosperity and quality of life and, while children are our most valuable resource, they are also our most vulnerable; and

Whereas, children have a right to be safe and to be provided an opportunity to thrive, learn and grow; and

Whereas, child abuse and neglect can be prevented by supporting and strengthening Kansas' families, thus preventing the far-reaching effects of maltreatment, providing the opportunity for children to develop healthy, trusting family bonds; and consequently, building the foundations of communities; and

Whereas, we must come together as partners so that the voices of our children are heard by all and we are as a community extending a helping hand to children and families in need; and

Whereas, by providing safe, stable and nurturing relationships for our children, free of violence, abuse and neglect, we can ensure that Kansas' children will grow to their full potential as the next generation of leaders, helping to secure the future of this state and nation;

Therefore, I, Mayor of Dodge City, Kansas, do hereby proclaim April 2020 as Child Abuse Prevention month.

Signed

PROCLAMATION

Celebrating 52 Years of Fair Housing of Dodge City

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Dodge City is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in our City that can and should be achieved,

I, Mayor of the City of Dodge City, on behalf of its citizens, do hereby proclaim the month of April as

FAIR HOUSING MONTH

And express the hope that this year's observance will promote fair housing practices throughout the City.

Dated this 6th day of April, 2020

Mayor

ATTEST:

City Clerk

CITY COMMISSION MEETING MINUTES
City Hall Commission Chambers
Monday, March 16, 2020
7:00 p.m.
MEETING #5151

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Kent Smoll, Joseph Nuci, Brian Delzeit, and Rick Sowers were present

INVOCATION by

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Joyce Warshaw opened the Public Hearing on Advisability of Creating a Community Improvement District. Nicole May, Finance Director said that a petition was filed for the CID at the location of the future Scooters which will be located at 904 W. Wyatt Earp Boulevard. There were no public comments.

APPROVAL OF AGENDA

Mayor Joyce Warshaw moved to amend the agenda, adding Resolution No. 2020-05 as new business. Motion carried 5 – 0.

PETITIONS & PROCLAMATIONS

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

Great Plains Development handed out an update

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, February 17, 2020;
2. Approval of City Commission Meeting Minutes, February 17, 2020;
3. Appropriation Ordinance No.5 March 3, 2020;
4. Cereal Malt Beverage License:
El Korita Restaurant, 2001 W. Wyatt Earp Blvd.
5. Approval of Hennessey Hall Lease Agreement with First Step Counseling LLC.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented.
Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3729: An Ordinance Authorizing the Creation of the Scooter's Wyatt Earp Community Improvement District in the City of Dodge City, Kansas; Authorizing the Imposition of a Community Improvement District; and Approving and Authorizing Certain Other Actions in Connection Therewith (Scooters Wyatt Earp Blvd) was approved on a motion by Commissioner Brian Delzeit. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Ordinance No. 3730: An Ordinance annexing to the City of Dodge City, Kansas the Iron Road Right of Way, in accordance With K.S.A. 12-520 ET. SEQ: and providing for the zoning thereof was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 4 – 0.

Ordinance No. 3731: An Ordinance annexing to the City of Dodge City, Kansas the Barbara Lane East Extension Right of Way, in accordance with K.S.A. 12-520 ET. SEQ: and providing for the zoning thereof was approved on a motion by Commissioner Kent Smoll. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
Littrell.

Resolution No. 2020-03: A Resolution authorizing the City of Dodge City to formally withdraw as a participating member entity with Midwest Public Risk (MPR). Report by was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Resolution No. 2020-04: A Resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a Rural Housing Incentive District within the City was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Resolution No. 2020-05: A Resolution Authorizing the City Manager to take Emergency Action in Relation to the Potential Covid 19 Pandemic was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

Commissioner Brian Delzeit moved to approve the bid from Conant Construction in the amount of \$265,975.00 for the Animal Shelter addition. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

Commissioner Kent Smoll moved to approve the Kansas Department of Transportation Agreement for US 56 & Trail Street Intersection Improvements. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

Commissioner Rick Sowers moved to approve the agreement for Engineering Design Services with PEC in the amount of \$62,455 for 2nd Avenue bridge repairs, pending approval by City Attorney. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Commissioner Joseph Nuci moved to approve the bid from Circle C Paving using their alternate proposal, for the 2020 Asphalt Street Chip Sealing Project in the amount of \$300,000. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

Commissioner Rick Sowers moved to approve the quote from L & S Electric LLC for Traffic Signal Improvements in the amount of \$34,139. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Commissioner Brian Delzeit moved to adjourn the meeting. Commission Rick Sowers seconded the motion. The motion carried unanimously.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, 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 City of Dodge City

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 type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" 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>27-13882108</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name	Phone No.	Date of Birth	
<u>Nageeb Alhaj</u>	<u>1020-408-7710</u>	<u>01-01-1968</u>	
Residence Street Address	City	Zip Code	
<u>32010 Gary Ave.</u>	<u>Dodge City KS</u>	<u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>Laura Alhaj</u>	<u>1020-408-7710</u>	<u>07-10-1983</u>	
Residence Street Address	City	Zip Code	
<u>32010 Gary Ave.</u>	<u>Dodge City KS</u>	<u>67801</u>	
SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name		Name	
<u>Quick Pick 1</u>			
Business Location Address		Address	
<u>2501 Central Ave</u>			
City	State	City	State
<u>Dodge City</u>	<u>KS</u>		
Zip		Zip	
<u>107801</u>			
Business Phone No.	<input type="checkbox"/> I own the proposed business location.		
<u>1020-371-7217</u>	<input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <u>Nageeb Alhaj</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>16</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 <input checked="" type="checkbox"/> No
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: Ryan Reid

Date: 2020 04 01

*Subject: Murfin Property Lease
Agreement*

Agenda Item: Consent Calendar

Recommendation: Staff included the signed agreement with Bowman Enterprises for the Murfin Property Lease.

Background: Staff advertised this project when the prior tenant gave notice. We had one bidder, Bowman Enterprises. Staff and legal have reviewed the agreement.

This agenda item is included for informational and staff tracking purposes.

Attachments: (Murfin Agreement)

THE CITY OF DODGE
CITY CASH FARM LEASE
(MURFIN PROPERTY)

THIS LEASE, entered into this 31st day of March, 2020, between the CITY OF DODGE CITY, KANSAS, of 806 N. Second Avenue, Dodge City, Kansas, (the "Landlord"), and BOWMAN ENTERPRISES, LLC, Dodge City, Kansas, (the "Tenant").

1. PROPERTY DESCRIPTION.

The Landlord, hereby leases to the Tenant to occupy and use for agricultural purposes the following described property (the "Farm"):

142 acres in the Northeast Quarter, Section 12, Township 27S, Range 25W, Ford County, Kansas with all improvements thereon.

2. GENERAL TERMS OF THE LEASE - TIME PERIOD COVERED

The initial term of this Lease shall be fourteen (14) months beginning on January 1, 2020 and shall run to February 28, 2021. The Tenant shall have the right to renew this lease for successive one (1) year terms for as long as the Farm is used for agricultural purposes by the Tenant. The right of renewal shall be personal to the Tenant and shall not be transferable. The renewal of this Lease shall take effect without any action by the Tenant PROVIDED THAT, if the Tenant desires not to exercise the right of renewal, then, in that event, the Tenant shall give written notice to the Landlord sixty (60) days prior to the expiration of the initial lease term or any renewal term.

- a) AMENDMENTS AND ALTERATIONS. Amendments and alterations to this Lease, shall be in writing and shall be signed by both the Landlord and the Tenant.
- b) NO PARTNERSHIP INTENDED. It is particularly understood and agreed that this Lease shall not be deemed to be, nor is it intended to give rise to a partnership or joint venture between the Landlord and the Tenant.
- c) TRANSFER OF PROPERTY. If the Landlord sells or otherwise transfers title of the Farm, the Landlord will advise the Tenant in writing, at least thirty (30) days prior to said sale.
- d) RIGHT OF ENTRY. The Landlord reserves the right for itself, its agents or employees to enter the Farm at any reasonable time, to consult with the Tenant, make repairs, improvements and inspections; and none of which, is to interfere with the Tenant in carrying out regular farm operations.
- e) NO RIGHT TO SUB-LEASE. The Landlord does not convey the right to lease or sub-lease any part of the Farm or to assign this Lease to any person or persons.
- f) BINDING ON HEIRS. The provisions of this Lease shall be binding upon the

heirs, executors, administrators and successors of both the Landlord and the Tenant, and like manner, as upon the original parties, except as provided by mutual written agreement.

- g) THE LANDLORD'S LIEN. The Landlord's lien, as provided by law, on crops grown or growing, on grazing livestock, shall be the security for the rent herein specified, and for the faithful performance of the terms of this Lease. If the Tenant fails to pay the rent due, or fails to keep the agreements of this Lease, all costs and attorney fees of the Landlord in enforcing collection or performance, shall be added to and become the obligations payable by the Tenant hereunder.

3. USE OF WATER.

- a) The parties recognize and agree that the Landlord owns the water rights appurtenant to the Farm. The Landlord has converted the water right to Municipal use and a water well is located on the Farm. There is approximately two (2) acres associated with the water well and drive.

4. CASH RENT AND RELATED PROVISIONS

- a) The Tenant agrees to pay as rent for use of the land, fifty-five dollars (\$55.00) per acre, for a total of seven thousand, eight hundred ten dollars (\$7,810.00), for the one hundred forty-two (142) acres. New rent payment may be negotiated every three (3) years.
- b) The Tenant shall also be responsible for erecting, repairing, and dismantling any fencing structure on this Farm. The Landlord shall in no way be held liable for any damages done by any animal that left the Farm. The Tenant accepts all responsibility for any damages done by a stray animal.
- c) The Tenant agrees to furnish all labor, machinery and cash operating expenses for the term of this Lease.
- d) The cash rent shall be paid annually on March 1. If the rent is not paid when due, the Tenant agrees to pay interest on the amount of unpaid rent at the rate of eighteen percent (18%) per annum from the due date until paid.
- e) The Tenant will prevent damage to crop land and growing crops by livestock.

5. OPERATION AND MAINTENANCE

In order to operate this Farm efficiently and to maintain it in a high state of productivity, the parties agree as follows:

A) THE TENANT AGREES:

- 1) GENERAL MAINTENANCE. To provide labor necessary to maintain the Farm and its improvements during this tenancy in as good condition as it was at the beginning of the tenancy. Normal wear and depreciation and damage from causes beyond the Tenant's control are expected.

- 2) INSURANCE. Not to house automobiles, motor vehicles, tractors or otherwise violate restrictions in the Landlord's insurance policies without written consent from the Landlord.
- 3) NOXIOUS WEEDS. To use diligence to prevent noxious weeds from going to seed on the Farm. Treatment of the noxious weed infestation and the cost thereof shall be borne by the Tenant. Note: If this ground is to be grazed only, weed infestation could become serious. The Tenant shall perform treatment annually and shall provide written certification to the Landlord indicating type and date of treatment.
- 4) ADDITION OF IMPROVEMENTS. To not erect or permit to be erected on the Farm, any non-removable structure or building, add electrical wiring, plumbing without written consent of the Landlord or incur any expenses to the Landlord for such purposes. The Tenant agrees to remove the entire approved corral structure, constructed by the Tenant, at the southeast corner of the premises within thirty (30) days following the termination of the tenancy.
- 5) CONSERVATION. This property is classified as Highly Erodible Land by the NRCS. Control soil erosion as completely as practicable and refrain from any operation or practice that will injure any existing native grass areas, terraces, open ditches, inlets, watercourses or grassed waterways.
- 6) DAMAGES. At such time as the Tenant leaves the Farm, to pay the Landlord reasonable compensation for any damages to the Farm, for which the Tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the Tenant are excepted.
- 7) MAINTENANCE AND REPAIRS. Normal maintenance and repairs of the mechanical items referred to in Section 1 are the Tenant's responsibility. The replacement of the mechanical items referred to in Section 1 shall be considered a capital improvement.
- 8) COST OF OPERATION. To pay all costs of operation, except those specifically referred to in Section 4 and 5.

B) THE LANDLORD AGREES:

- 1) REMOVABLE IMPROVEMENTS. To let the Tenant make minor improvements of a temporary or removable nature, which do not mar the condition or appearance of the Farm at the Tenant's expense. The Landlord further agrees to let the Tenant remove such improvements, even though they are legally fixtures at any time this Lease is in effect or within thirty (30) days thereafter, provided the Tenant leaves in good condition, that part of the Farm from which such improvements are removed. The Tenant shall have no right to compensation for improvements that are not removed, except as mutually agreed. The Landlord specifically agrees to allow the Tenant to construct a corral/pen structure at the southeast corner of the premises subject to the provision contained in paragraph 5(A)(4) above. The costs of said construction shall be the sole responsibility of the Tenant.
- 2) COMPENSATION FOR CROP EXPENSES. To reimburse the Tenant at the termination of this Lease for field work done and for other crop costs incurred for crops to be harvested during the following year, unless, otherwise agreed. Current custom rates for the operations involved will be used as a basis of settlement.

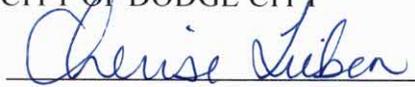
The Tenant shall harvest any growing crop, when the crop has matured, except alfalfa, at the time of termination. Any field work done by the Tenant to idle ground before termination shall be considered incidental to next year's lease, and no reimbursement shall be made.

C) BOTH AGREE:

- 1) TO NOT OBLIGATE THE OTHER PARTY. Neither party hereto shall pledge the credit of the other party hereto, for any purpose whatsoever, without the written consent of the other party. Neither party shall be responsible for debts or liabilities incurred, or for damages caused by the other party.
- 2) CAPITAL IMPROVEMENTS. Cost of establishing new conservation structures, improvements, except as provided in Section 5, or for applying lime and other long-lived fertilizers, shall be divided between the Landlord and the Tenant, as set forth in the following:
 - a) The Tenant will be compensated for its share of the depreciated cost of its contribution when it leaves the Farm, based on the value of the Tenant's contribution and depreciation rate.
 - b) Rates for labor, power and machinery contributed by the Tenant shall be agreed upon before construction on capital improvements are started.
- 3) MINERAL RIGHTS. Nothing in this Lease shall confer upon the Tenant any right to minerals underlying the Farm, but same are hereby reserved by the Landlord, together with the fill right to enter upon the Farm and to bore search and excavate for the same, to work and remove same, and to deposit excavated rubbish, and with full liberty to pass over the Farm with vehicles, pipelines, power lines, roadways and any other structures as may be necessary or convenient for the above purpose. The Landlord agrees to reimburse the Tenant for any actual damage it may suffer for crops destroyed by these activities and to release the Tenant from obligation to continue farming the Farm when development of mineral interferes materially with

the Tenant's opportunity to make a satisfactory return.

CITY OF DODGE CITY



City Manager

ATTEST:

BOWMAN ENTERPRISES, LLC

by Travis McGuire, Manager

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
6th/7th Ave. Realignment Design,
ST 2003*

Agenda Item: New Business

Recommendation: Approve the Agreement for Phase 1 Design Development for Engineering Services with SMH Consultants (SMH) for \$42,890.00.

Background: With the demolition of the former Lincoln School, the plan was to realign 6th Ave. to 7th Ave. and provide a direct connection to Wyatt Earp Blvd. The City has a MOU with the First Christian Church as to providing the necessary Right-of-way to provide this connection between 6th Ave. & 7th Ave. across their property. In December 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 were several different concepts for alignment features of 6th/7th Ave. corridor along with several options for Ark Valley Ave. and 7th Ave. intersection. 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 7th Ave. from Wyatt Earp Blvd. to Division St., a section of 6th Ave., Ark Valley Ave. west of 7th Ave. and Spruce St. from 5th Ave. to the 9th Ave. Drain needed for design. Traffic data collection and analysis will also be completed to determine necessary traffic control measures along the proposed realignment. The data collection will consist of peak traffic counts at Wyatt Earp Blvd. and the following intersections; 3rd Ave. and 5th Ave., along with the Cedar St. and 6th Ave. intersection. City staff will place traffic counters on 6th Ave. north of Cedar St. to assist in the data collection. Geotechnical investigation will also be completed at the location of the former Lincoln School to determine if any special considerations shall be given to the pavement design. Two core borings will be done. Review the video of the sanitary sewer along 7th Ave. to determine if any repairs or replacement should be done prior to the new roadway being built. Once all the data is collected and reviewed, SMH will provide concept development of the corridor taking into consideration of both vehicular and pedestrian traffic. SMH will also look at items such as the cost and constructability of the project. Utility conflicts both public and private. Right-of-Way available for the project. Once complete SMH will present their findings and concepts of the corridor to the Commission for a consensus before proceeding to the design phase. A new scope and fee will be presented to the Commission for approval based on the work completed in Phase I.

Justification: Realignment of 6th/7th Ave. corridor will improve both the vehicular and pedestrian traffic from Wyatt Earp Blvd to the north end of town.

Financial Considerations: This phase of the design with SMH is for \$42,890.00. Funding for the design work will be from GOB which was approved in 2019. It was estimated that the full design cost would be \$160,000. This amount has been set aside from 2019 GOB Funds.

Purpose/Mission: The completion of this project will 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.

CONSULTING SERVICES AGREEMENT

Client: <u>City of Dodge City</u> Address: <u>806 N. Second Avenue</u> <u>Dodge City, KS 67801</u>	Project: <u>6th and 7th Avenue Realignment – Design Development</u>
Telephone: <u>620-225-8106</u> Contact: <u>Ray Slattery, Dir. Eng. Ser.</u>	Project Location: <u>Dodge City</u> SMH Project Manager: <u>Jeff Hancock, PE</u>
Client Job No.: _____	SMH Job No.: <u>2002DG6000</u>

This AGREEMENT is made by and between **The City of Dodge City, Kansas**, hereinafter referred to as “CLIENT”, and SMH Consultants, P.A., hereinafter referred to as “CONSULTANT”, for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide client with requested consulting services more specifically described as follows, hereinafter referred to as the “PROJECT.” The PROJECT is commonly known as:

6th and 7th Avenue Realignment Design Development – Concept development of a preferred realignment of 6th Avenue and 7th Avenue including traffic data collection and analysis and geometrics of a preferred realignment.

The following Attachments are hereby incorporated into and made a part of this AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services
- Attachment B: Personnel and Reimbursable Rates
- Attachment C: Not to Exceed Hourly Fee Estimate
- Other: _____

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay consultant for services described herein upon receipt of invoice by CLIENT.

- FEE ESTIMATE SHOWN ON EACH SERIALY NUMBERED WORK AUTHORIZATION
- THE HOURLY ESTIMATED NOT-TO EXCEED COST OF CONSULTANT’S SERVICES IS \$42,890.00

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT

By: _____
AUTHORIZED REPRESENTATIVE

TITLE: _____

DATE: _____

CONSULTANT

By: 
AUTHORIZED REPRESENTATIVE

TITLE: Office Manager

DATE: 3/26/2020

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, P.A.



GENERAL CONDITIONS

SECTION I – Services by CONSULTANT

1.1 Scope of Services

CONSULTANT shall provide the certain services under this AGREEMENT as such services are described in ATTACHMENT A. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the services to be provided by CONSULTANT. However, it is specifically understood that by written notice to and with the consent and agreement of CONSULTANT, CLIENT may increase the Scope of Work. These services may include the use of outside services, outside testing laboratories and special equipment.

1.2 Fees

The Fee Estimate for the above-described services is attached hereto and made a part of this AGREEMENT as ATTACHMENT C. It is mutually understood that the Fee Estimate set forth in ATTACHMENT C is non-binding.

SECTION II – Payment to CONSULTANT

2.1 Payment for Personnel Services

2.1.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Personnel and Reimbursable Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.1.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one (1) week is a minimum of eight (8) hours per day and five (5) days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT's office to an assigned work site and return to CONSULTANT's office is chargeable time; or, if more economical for CLIENT, CONSULTANT may lodge its personnel overnight near the PROJECT site in lieu of travelling back to CONSULTANT's office at the end of each day.

2.1.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly overtime rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment

For expenses incurred directly by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in the form of a reimbursement by the CLIENT for such expenses.

2.2.1 Direct Expenses

For the purposes of this AGREEMENT, expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include, but shall not be limited to: outside services, including, but not limited to, both the services and reimbursable expenses for firms other than CONSULTANT which are necessary, in CONSULTANT's sole discretion, for the work the CONSULTANT is directed to perform; laboratory tests and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; special equipment expenses, including, but not limited to, the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment and/or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable the CONSULTANT to provide the services requested; vehicles furnished by CONSULTANT for CONSULTANT's authorized travels and for CONSULTANT's field personnel; and per diem expense of actual costs of maintaining CONSULTANT's field personnel on or near the PROJECT site, for each day of field assignment away from CONSULTANT's office.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and expenses under this AGREEMENT and a final invoice upon completion of services.

2.3.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of one and one-half percent (1.5%) per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after the date of invoice. Payment will first be credited to interest and then to principal.

2.3.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion.

2.3.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice, CONSULTANT may, after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including any and all applicable interest. CONSULTANT shall have no liability of any kind to CLIENT for delays or damages caused by such suspension of services. CLIENT agrees to pay all costs of collection, including reasonable attorneys' fees, incurred by CONSULTANT as a result of CLIENT's failure to make payments in accordance with this AGREEMENT.

2.3.5 The billing rates specified in ATTACHMENT B for subsequent years may be adjusted annually in accordance with CONSULTANT's costs of doing business, and such adjustments shall be binding on CLIENT.

2.4 Independent Contractor

2.4.1 The parties acknowledge and agree that CONSULTANT will be providing services to CLIENT hereunder as an independent contractor and not as an employee. Accordingly, CLIENT shall have no responsibility for the collection or payment of any federal, state or local payroll tax in connection with any fees paid to CONSULTANT pursuant to this AGREEMENT, including, but not limited to, income taxes, Social Security taxes, unemployment compensation taxes, and any other fees, charges or licenses required by law.

2.4.2 Because CONSULTANT is engaged in its own independent business, neither it nor its employees are eligible for, nor entitled to, and shall not participate in, any of CLIENT's pension, health or other fringe benefit plans, if any such plans exist. Such participation in these fringe benefit plans is limited solely to CLIENT's employees.

2.4.3 Because CONSULTANT is engaged in its own independent business and is not an employee of CLIENT, CLIENT will not obtain workers' compensation insurance for CONSULTANT or its employees. The CONSULTANT agrees to obtain any legally required workers' compensation for itself and its employees and to furnish a copy of such certificate of workers' compensation insurance to CLIENT, at CLIENT's request.

SECTION III – Terms of AGREEMENT

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party and/or the completion of the PROJECT, whichever comes first.

3.2 Termination of AGREEMENT

In the event of breach by either party of the terms and conditions of the AGREEMENT and where such breach has not been rectified by the party in default within thirty (30) days of first being notified of such breach, this AGREEMENT may be terminated by the other party in writing. CLIENT may not terminate such AGREEMENT if CONSULTANT has made a good faith attempt to cure such default within the thirty (30) day period.

If, for any reason of force majeure (i.e., causes beyond the control and without the negligence or malfeasance of the party, including but not limited to: war, civil unrest, government action, flood, earthquake, epidemics) either party considers it no longer possible or safe for the CONSULTANT to carry out the duties specified, or should the AGREEMENT be invalidated for any other reason beyond the control of CLIENT or the CONSULTANT, the AGREEMENT may be terminated by either party without liability of any kind, with fifteen (15) day's written notice, provided that CLIENT will reimburse the CONSULTANT for services

already satisfactorily performed and justifiable expenses incurred prior to communication of notice of termination.

3.3 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the effective date of termination. Payment for the work shall be as established under Section II above.

3.4 Damages and Injunctive Relief

The parties hereto recognize, acknowledge and agree that because of the damages that could be done to CONSULTANT by breach of any covenant contained in this Section 3.4 by CLIENT, CONSULTANT shall be entitled, in addition to any other rights or remedies afforded to CONSULTANT by law or under the terms of this AGREEMENT, to enforce these covenants, and all of their provisions, by injunction, specific performance or other relief in a court of law or equity. In the event of any breach or threatened breach by the CLIENT of the covenants contained in this section, CONSULTANT shall therefore be entitled, in addition to any other rights or remedies afforded by law or under this AGREEMENT, to any injunction restraining or prohibiting CLIENT from doing anything that violates the covenants contained in this AGREEMENT. All remedies set forth above shall be construed to be cumulative and not exclusive of other remedies granted to CONSULTANT herein or by law.

SECTION IV – General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services related to the PROJECT, which CONSULTANT shall provide hereunder, shall be subject to the general oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon, provided such rules and regulations do not interfere with CONSULTANT providing its services to CLIENT.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, CONSULTANT shall be and remain an independent contractor and that the employees, agents or subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

CONSULTANT shall upon request furnish to CLIENT a certificate of insurance showing amounts and types of insurance carried by CONSULTANT.

4.3 Compliance with Law

4.3.1 The CONSULTANT shall not discriminate against any independent contractor, employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.4 Ownership and Reuse of Documents

4.4.1 All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as is necessary for the CONSULTANT to perform the services requested hereunder.

4.4.2 All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect of the PROJECT and CONSULTANT shall retain an ownership and property interest therein whether or not the PROJECT is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the PROJECT by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by

CLIENT or others on extensions of the PROJECT or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing the services herein, and to the condition or availability of the computer data after an accepted period of thirty (30) days from delivery to CLIENT. Any reuse of such material without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.5 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's billing rates for the PROJECT, which shall be over and above the estimated PROJECT fee set forth on ATTACHMENT C hereto. CLIENT shall indemnify and hold CONSULTANT harmless from any damages or delays resulting from unmarked or improperly marked underground utilities and structures. The parties agree and acknowledge that for reasons of safety, CONSULTANT will not begin work until the location of underground utilities has been accomplished.

4.6 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect cost and/or execution of the PROJECT. These conditions and cost/execution effects are not the responsibility of the CONSULTANT. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from such changes or unanticipated underground conditions.

4.7 CONSULTANT's Personnel at PROJECT Site

4.7.1 The presence or duties of the CONSULTANT personnel at the PROJECT site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or construction contractor(s) or other entities, and do not relieve construction contractor(s) or any other person and/or entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the PROJECT documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor(s) or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor(s) or other entity or any other persons at the site except CONSULTANT's own personnel.

4.7.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the PROJECT documents and that the integrity of the design concept as reflected in the PROJECT documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the PROJECT documents. Contractor(s) shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from changes or unanticipated underground conditions.

4.8 Opinions of Cost, Financial Considerations and Schedules

In providing opinions of cost, financial analysis, economic feasibility projections, and schedules for the PROJECT, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by other, or over the contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinion of probable total PROJECT costs and construction costs provided for as set forth on ATTACHMENT C hereto are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments and experience. CONSULTANT makes no warranty that the CLIENT's actual costs will not vary from the CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the cost, feasibility or schedule of the PROJECT, CLIENT should employ an independent cost estimator, contractor, or other appropriate advisor at CLIENT's sole expense.

4.9 Disposition of Samples and Equipment

4.9.1 No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise by CLIENT and CONSULTANT in writing.

4.9.2 In the event that samples and/or materials contain, or are suspected to contain, substances or constituents that are hazardous or detrimental to health, safety, or the environment as defined by relevant federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.9.3 All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools) which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner as specified in paragraph 4.9.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.10 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.10.1 If CONSULTANT, while performing services for CLIENT pursuant to this AGREEMENT, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.10.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.10.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect the health and safety of CONSULTANT's employees and the public. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances are suspected or encountered. CLIENT hereby authorizes CONSULTANT to take measures that in CONSULTANT's sole discretion are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect CONSULTANT's employees' and the public's health and safety. Notwithstanding the foregoing, this paragraph 4.10.3 is not intended to impose upon CONSULTANT any additional duties or obligations.

SECTION V – Professional Responsibility

5.1 Performance of Services

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by the members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee regarding the performance of the services in this AGREEMENT is included or intended in this AGREEMENT, or may be implied in any report, opinion, or other document prepared by CONSULTANT.

5.2 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law, CONSULTANT will not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or any other cause or causes.

5.3 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold CONSULTANT, its agents, subconsultants, and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including, but not limited to, attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services on the PROJECT hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the PROJECT property.

5.4 Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that this AGREEMENT does not confer upon any third party any rights as a beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as a result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI – CONFIDENTIALITY AND NON-DISCLOSURE

6.1 Confidential Information

"Confidential Information" shall be defined as any and all data and information in any format or form, electronic, written or oral, relating to the business, affairs, personnel and/or operations of the CONSULTANT, which at any time may be communicated or revealed to the CLIENT, either directly or indirectly, including, but not limited to, contracts, reports, memoranda, legal documentation, financial data, present or future business plans or strategies, customer data, technology, design and techniques, personal information, and/or any information related to the negotiations in connection with the PROJECT and/or the underlying reason for entering into the PROJECT.

Confidential Information will not include information which:

- (a) has rightfully been in the possession of the CLIENT prior to the date of disclosure of such information by the CONSULTANT;
- (b) has been in the public domain prior to the date of disclosure of such information by the CONSULTANT;
- (c) later becomes part of the public domain by publication or by other means except by means of an unauthorized act or omission on the part of the CLIENT; or
- (d) is lawfully obtained by the CLIENT from a third party independent of the CONSULTANT who, to the knowledge of the CLIENT, is not under any obligation of confidence to the CONSULTANT.

6.2 Relevancy of Confidential Information

The CLIENT understands that the CONSULTANT has endeavored to include in the Confidential Information those materials which the CONSULTANT believes to be relevant to the PROJECT, but the CLIENT acknowledges that there are no representations or warranties, whether express or implied, as to the accuracy or completeness of the Confidential Information. Nothing herein shall be construed as a commitment by the CONSULTANT to enter into the PROJECT with the CLIENT.

6.3 Representatives of CLIENT

The CLIENT agrees to provide the Confidential Information only to those of its directors, officers, employees, attorneys, agents, advisors and/or representatives directly concerned with the evaluation of the PROJECT who need to know the Confidential Information so as to enable the CLIENT to evaluate entering into the PROJECT (collectively, the “Representatives”) and who agree to be bound by this AGREEMENT.

6.4 Use of Confidential Information

The CLIENT shall receive and maintain the Confidential Information in the strictest of confidence and shall only use the Confidential Information for the limited purpose of enabling the CLIENT to evaluate entering into the PROJECT with the CONSULTANT and for no other purpose or use, and shall not disclose such Confidential Information or any part thereof to any other person or entity except with the CONSULTANT’s prior written consent. Also, without the prior written consent of the CONSULTANT, the CLIENT will not disclose the fact that the Confidential Information has been made available to the CLIENT, that discussions or negotiations are taking place, or any other facts with respect to the PROJECT, including the status thereof, except as required by law, and then only upon furnishing the CONSULTANT with prompt written notice to allow the CONSULTANT to oppose such process.

6.5 Survival of AGREEMENT and Confidentiality

This AGREEMENT shall survive the cessation of any discussions between the parties with regard to the PROJECT. The restrictions and obligations upon the parties under this AGREEMENT concerning the confidentiality and/or non-disclosure of the Confidential Information shall not expire or terminate.

6.6 Return of Confidential Information

At the option of the CONSULTANT and upon its request, the CLIENT shall promptly return or destroy all notes, memoranda, correspondence, documents and any other material containing or derived from Confidential Information, including all copies thereof, either furnished hereunder or prepared by the CLIENT. Any destruction of such Confidential Information shall be confirmed in writing upon the request of the CONSULTANT.

6.7 Forced Disclosure

In the event the CLIENT is required by judicial or administrative process to disclose the Confidential Information, the CLIENT shall promptly notify the CONSULTANT and allow the CONSULTANT to oppose such process.

6.8 No Conveyance of Confidential Information or Rights Therein

Nothing in this AGREEMENT, nor any action taken by the CLIENT during any discussions or negotiations prior to the consummation of the PROJECT shall be construed to convey to the CLIENT any right, title or interest in the Confidential Information, or any license to use, sell, exploit, copy or further develop in any way any Confidential Information. No license is hereby granted or implied under any patent, copyright or trademark, any application for any of the foregoing, or any trade name, trade secret or other proprietary information, in which the CONSULTANT has any right, title or interest.

6.9 Enforcement

Each party retains all rights and remedies with respect to the Confidential Information afforded it under any applicable laws of the State of Kansas and the United States both during and after the term of this AGREEMENT, including, without limitation, any trade secret or other laws designed to protect proprietary or confidential information. This AGREEMENT will be construed, interpreted and applied in accordance with the laws of the State of Kansas. It is hereby agreed that any and all claims, disputes or controversies whatsoever or arising from or in connection with this AGREEMENT shall be commenced, filed and litigated

exclusively in the District Court of Riley County, Kansas or the applicable federal district court in Kansas, as determined by CONSULTANT, and the parties hereby consent to the personal jurisdiction of said court, and waive any objection to such jurisdiction and venue.

SECTION VII – Miscellaneous

7.1 Applicable Law

This AGREEMENT shall be construed in accordance with and governed by the laws of the state of Kansas, without regard to the principles of conflicts of law.

7.2 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

7.3 Survival and Further Assurances

It is the intention of the parties that all covenants, agreements, representations, warranties, and obligations of any kind contained in this AGREEMENT shall survive and continue after the completion of the PROJECT.

7.4 Headings

Headings used in this AGREEMENT are for convenience only and shall not be used to interpret or construe its provisions.

7.5 Successors and Assigns

7.5.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

7.5.2 Neither CONSULTANT nor CLIENT are permitted to assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party. 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. Notwithstanding the foregoing, nothing contained in this paragraph 7.5.2 shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

7.6 Counterparts

This AGREEMENT shall be binding upon and shall inure to the benefit of each of the parties hereto and to their respective successors, heirs, personal representatives and assigns and may be executed in two (2) or more counterparts each of which shall be deemed an original but all of which together shall constitute but one and the same instrument.

7.7 Time is of the Essence

Time shall be considered of the essence in the performance of this AGREEMENT.

7.8 Entire Agreement

This AGREEMENT embodies the entire agreement between the parties hereto with respect to the transactions contemplated herein and supersedes any and all prior agreements and negotiations between the parties, whether written or oral. There have been and are no agreements, representations or warranties between the parties other than those set forth or provided herein.

7.9 Amendment and Modification

This AGREEMENT may not be modified except in writing and signed by all parties.

7.10 Waiver of Breach

The waiver by either party of a breach of any provision of this AGREEMENT shall not operate or be construed as a waiver of any subsequent breach by either party.

7.11 Rights not Exclusive to CONSULTANT

All rights and remedies granted in this AGREEMENT to CONSULTANT shall be cumulative and not exclusive of all the other rights and remedies which CONSULTANT may have at law or in equity, and CONSULTANT may exercise all or any of such rights and remedies at any one or more times without being deemed to have waived any or all other rights and remedies which CONSULTANT may have.

7.12 Notices

Unless contrary provisions are expressly set forth herein, all notices of any kind shall be in writing and shall, at the option of the party giving the notice, be

- (i) personally delivered; or
- (ii) delivered by reputable overnight courier; or
- (iii) sent by fax or email; or
- (iv) sent by certified or registered mail, postage prepaid;

to the person entitled to receive the notice at the last address provided in writing by such person to the other signatory hereto. All such notices shall be deemed given on the date the notice is actually received at the address indicated.

7.13 Authority

The undersigned agents that signed this AGREEMENT have proper corporate authority to bind their respective companies to the terms and conditions of this AGREEMENT.

7.14 No Partnership

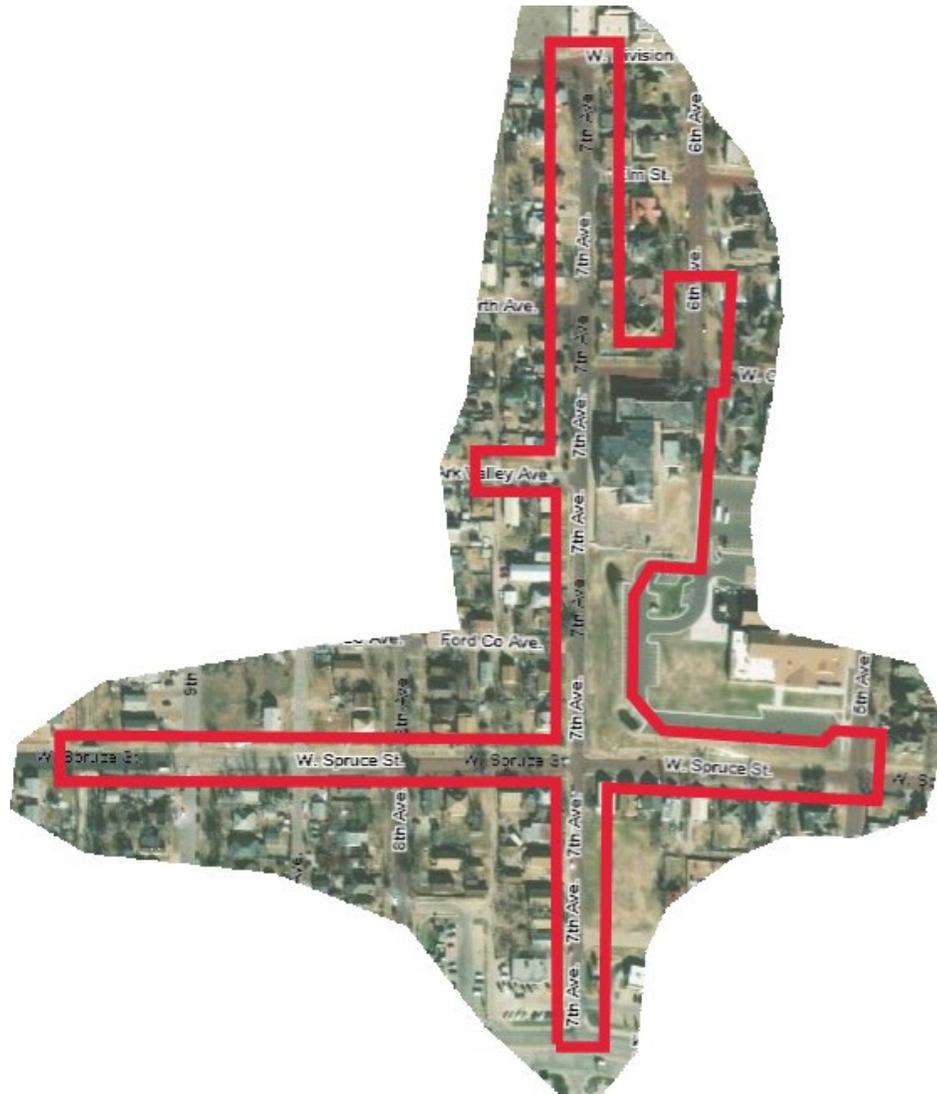
The parties do not intend that any partnership or agency relationship be created by this AGREEMENT.

***6th Avenue and 7th Avenue Realignment
Design Development for a New Roadway Alignment
Scope of Professional Services
Prepared: March 3, 2020***

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

Part I (Land Survey, Field Data, and Analyses)

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 and analysis. This task will include peak hour traffic counts at Wyatt Earp Boulevard and 3rd Street, Wyatt Earp Boulevard and 5th Street and Cedar Street and 6th Avenue. Hoses, provided by the City of Dodge City will be utilized to collect traffic count data at Cedar Street and 6th Avenue to develop peak hour counts at that intersection. Data collected will be utilized to redistribute trips at Wyatt Earp Boulevard and 6th Avenue and perform a level of service analysis to determine if a traffic signal is recommended at Wyatt Earp Boulevard and 6th Avenue after the 6th Avenue and 7th Avenue realignment project occurs.
4. Geotechnical investigations at the location of the former Lincoln School site to determine if any special considerations shall be given to pavement design through that section of the project. This work shall be limited to two borings.
5. Review of the sanitary sewer video recording provided by City to determine what, if any, improvement needs to be made to the sanitary sewer main along 7th Avenue.

Part II (Concept Development)

1. Overall concept development of a preferred realignment of 6th Avenue and 7th Avenue. The alternatives will be developed against aerial photography and survey information. Alternatives will include the following considerations. Based on an initial meeting with the City of Dodge City, SMH will work towards an alternative that has no connection between Ark Valley Avenue and the new 6th/7th Avenue with Ark Valley Avenue essentially turn ninety degrees to connect to what is now 7th Avenue.
 - a. The geometrics of traversing the alignment with vehicles ranging from small passenger cars to school buses. This will also involve the utilization of turning software where applicable.
 - b. Pedestrian considerations for both sidewalks and a multi-use trail.
 - c. Conceptual cost estimates
 - d. Vertical profile considerations.
 - e. Drainage considerations.
 - f. Utility alignments for sanitary sewer (if applicable) and water main alignment.
 - g. Constructability.
 - h. Available right of way.

- i. Utility conflicts.
2. Meetings with the City of Dodge city for input on the design development of the proposed route to refine concepts This task will also involve meetings with the City Commission as necessary to arrive at an alternative for final design.
3. Conceptual study report in the format of a letter outlining the preferred alternative.

Deliverables:

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

2020 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<i>Survey Crew</i>	<i>\$125.00/hour</i>	<i>\$167.00/hour</i>
<i>GPS /Robot Crew</i>	<i>\$100.00/hour</i>	<i>\$123.75/hour</i>
<i>CADD Technician</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Drone Piloting</i>	<i>\$100/hour</i>	<i>\$130/hour</i>
<i>Drone Processing</i>	<i>\$90/hour</i>	<i>\$110/hour</i>
<i>Managing Principal Professional Surveyor</i>	<i>\$130.00/hour</i>	<i>\$165.00/hour</i>
<i>Professional Surveyor</i>	<i>\$110.00/hour</i>	<i>\$133.00/hour</i>
<i>Managing Principal Engineer</i>	<i>\$190.00/hour</i>	<i>\$215.00/hour</i>
<i>Principal Engineer</i>	<i>\$170.00/hour</i>	<i>\$225.00/hour</i>
<i>Project Engineer</i>	<i>\$135.00/hour</i>	<i>\$180.00/hour</i>
<i>Design Engineer</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Landscape Architect</i>	<i>\$110.00/hour</i>	<i>\$150.00/hour</i>
<i>Construction Engineering/Inspection</i>	<i>\$90.00/hour</i>	<i>\$120.00/hour</i>
<i>Proctor</i>	<i>\$300.00/each</i>	
<i>Clerical</i>	<i>\$55.00/hour</i>	<i>\$70.00/hour</i>
<i>Mileage</i>	<i>\$0.58/mile</i>	
<i>Concrete Cylinder Breaks</i>	<i>\$50/each</i>	

Fee Estimate

City of Dodge City
6th and 7th Realignment
Exhibit B
Prepared March 3, 2020

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																							Part I Total = \$29,000.00		
1. Boundary, Topo, and Site Survey	110		6					2			\$13,750.00				\$780.00					\$220.00	\$1,090.00	118	\$15,840.00		
2. Base Map Preparation		40										\$3,600.00										40	\$3,600.00		
3. Traffic Counts and Analysis						36		2	8											\$4,860.00	\$220.00	\$440.00	46	\$5,520.00	
4. Geotechnical Investigations																						\$3,500.00	\$3,500.00		
5. Sanitary Sewer Review						4														\$540.00			4	\$540.00	
Part II - Concept Development																							Part II Total = \$13,890.00		
1. Concept Development						6	80	6									\$810.00	\$8,800.00	\$660.00		\$540.00	92	\$10,810.00		
2. Meetings					4		6	6									\$760.00		\$660.00	\$660.00		16	\$2,080.00		
3. Report					1	6											\$190.00	\$810.00				7	\$1,000.00		
Totals =	110.00	40.00	6.00	0.00	5.00	52.00	86.00	16.00	8.00	0.00	13,750.00	3,600.00	780.00	0.00	950.00	7,020.00	9,460.00	1,760.00	440.00	5,130.00	323.00				
																					Fee Estimate =		\$42,890.00		

Memorandum

*To: City Manager
City Commissioners*

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

Date: April 1, 2020

*Subject: Memorial Stadium Sewer Repairs,
South Parking Lot, SS 2001*

Agenda Item: New Business

Recommendation: Approve the bid from Building Solutions, LLC for the construction of the Memorial Stadium Sewer Repairs in the South Parking Lot in the amount of \$91,240.00. The Engineer's estimate for the project was \$169,820.00.

Background: The 12” City interceptor sewer line under the parking lot that is in need of repair was installed in the mid 1950’s. At that time due to future plans for the property; cast iron pipe was used for this portion of the line under the parking lot. This 12” interceptor continues north under Memorial Stadium to the 1st Ave. and Layton Intersection. All the sewer generated from Layton south in between 6th Ave. to Central Ave., including the Village Square Mall, Gibson Mall, and Central Ave. to university Dr./Soule St. along with the 3 schools in the area and Civic Center/new Administration Building flow through this section of pipe. Over the years due to the pipe being Cast-Iron, mineral buildup (Tuberculation) has taken place in the pipe restricting flow. Late last year PEC was hired to study this sewer interceptor from Comanche St. to Morgan Blvd. As part of the study, the pipe was cleaned and videoed to determine the condition and what repairs were needed, if any. When crews started the cleaning process they found that they could not clean the cast-iron section of pipe due to the buildup with standard cleaning processes. Heavy mechanical cleaning could be done but the crews performing the cleaning believed the cast iron was too brittle and the pipe would fracture. In late January, PEC returned their findings of the study and determine one option would be to replace the cast iron section of pipe with new PVC pipe. The remaining sections of line from Comanche St. to Morgan Blvd. will need to be lined with a poly liner in the near future. Knowing that the School District had planned improvements to the stadium itself and the condition of the cast iron pipe section, staff decided to move forward with the recommendation to replace the cast iron pipe by means of open trenching. The project was advertised in early March 2020. Bids were opened on March 31, 2020. We received bids from four contractors.

Justification: This sewer line repair will insure that this vital piece of infrastructure will be continue to convey the flow of water and reduce maintenance by City crews for the foreseeable future.

Financial Considerations: This project will be funded through the Waste Water Fund. It is an unbudgetted project. Therefore, approved Capital Improvement Projects will be reduced in size or delayed until next year.

Purpose/Mission: With this construction project we will ensure the safety of the public and ongoing improvement of the city's infrastructure.

Legal Considerations: By approving this bid from Building Solutions, LLC the City will enter into a contract with Building Solutions, LLC and be responsible to make payments to Building Solutions, LLC.

Attachments: The Bid Tabulation which includes the bidders for the project along with the Engineer's Estimate.

CITY OF DODGE CITY, KANSAS
BID TABULATION

PROJECT: Memorial Stadium Sewer Repairs, South Parking Lot

PROJECT #: SS 2001

BID DATE: 03/31/20

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SEWER					
1	Mobilization	L.S.	1	\$50,000.00	\$ 50,000.00
2	Construction Staking	L.S.	1	\$7,000.00	\$ 7,000.00
3	Pavement Excavation	S.Y.	560	\$10.00	\$ 5,600.00
4	Drop Manhole (4'-0")	Each	1	\$14,000.00	\$ 14,000.00
5	Extra Depth Manhole	V.F.	11	\$500.00	\$ 5,500.00
6	Sanitary Sewer Pipe (12" SDR 35)	L.F.	234	\$80.00	\$ 18,720.00
7	Connection to Existing Manhole	Each	1	\$5,000.00	\$ 5,000.00
8	Connection to Existing Sewer Line	Each	1	\$6,500.00	\$ 6,500.00
9	6" Pavement Replacement	S.Y.	560	\$75.00	\$ 42,000.00
10	Quality Control/Quality Assurance	L.S.	1	\$12,500.00	\$ 12,500.00
EROSION CONTROL					
11	Inlet Protection	Each	2	\$1,500.00	\$ 3,000.00

TOTAL \$ 169,820.00

CONTRACTOR: Building Solutions, LLC	
ADDRESS: 11106 Saddle Rd.	
CITY: <u>Dodge City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67801</u>	
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$8,850.00	\$ 8,850.00
\$3,850.00	\$ 3,850.00
\$13.50	\$ 7,560.00
\$6,700.00	\$ 6,700.00
\$300.00	\$ 3,300.00
\$125.00	\$ 29,250.00
\$2,350.00	\$ 2,350.00
\$1,500.00	\$ 1,500.00
\$40.50	\$ 22,680.00
\$4,500.00	\$ 4,500.00
\$350.00	\$ 700.00

TOTAL \$ 91,240.00

BID SECURITY 5%
START DATE per proposal

Repl. Pavement Concrete

CONTRACTOR: TATRO Plumbing Co., Inc.	
ADDRESS: 1285 Acraway, Suite 300	
CITY: <u>Garden City</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67846</u>	
UNIT PRICE	CONTRACT AMOUNT
\$16,067.00	\$ 16,067.00
\$1,112.00	\$ 1,112.00
\$15.00	\$ 8,400.00
\$5,590.00	\$ 5,590.00
\$115.00	\$ 1,265.00
\$189.00	\$ 44,226.00
\$3,600.00	\$ 3,600.00
\$3,600.00	\$ 3,600.00
\$38.00	\$ 21,280.00
\$5,550.00	\$ 5,550.00
\$420.00	\$ 840.00

TOTAL \$ 111,530.00

BID SECURITY 5%
START DATE per proposal

Repl. Pavement N/A

CONTRACTOR: Nowak Construction Co., Inc.	
ADDRESS: 200 S. Goddard Rd., P.O. Box 218	
CITY: <u>Goddard</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67052</u>	
UNIT PRICE	CONTRACT AMOUNT
\$20,100.00	\$ 20,100.00
\$2,000.00	\$ 2,000.00
\$25.00	\$ 14,000.00
\$6,900.00	\$ 6,900.00
\$226.00	\$ 2,486.00
\$176.00	\$ 41,184.00
\$662.00	\$ 662.00
\$503.00	\$ 503.00
\$52.00	\$ 29,120.00
\$1,500.00	\$ 1,500.00
\$252.00	\$ 504.00

TOTAL \$ 118,959.00

BID SECURITY 5%
START DATE per proposal

Repl. Pavement N/A

CONTRACTOR: UCI, Inc.	
ADDRESS: 1930 S. Hoover, Suite 100, P.O. Box 9592	
CITY: <u>Wichita</u>	
STATE: <u>Kansas</u>	
ZIP: <u>67277-0592</u>	
UNIT PRICE	CONTRACT AMOUNT
\$20,000.00	\$ 20,000.00
\$1,730.00	\$ 1,730.00
\$30.00	\$ 16,800.00
\$25,000.00	\$ 25,000.00
\$1,772.00	\$ 19,492.00
\$244.00	\$ 57,096.00
\$15,000.00	\$ 15,000.00
\$8,000.00	\$ 8,000.00
\$81.00	\$ 45,360.00
\$2,000.00	\$ 2,000.00
\$1,055.00	\$ 2,110.00

TOTAL \$ 212,588.00

BID SECURITY 5%
START DATE per proposal

Repl. Pavement N/A

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: April 6, 2020
Subject: Candletree Unit 6 Plat
Agenda Item: New Business

Recommendation: Development Services staff recommends that the Planning Commission approve this application for final plat approval.

Background: Tim Volz is planning to build a single-family housing development once this plat is approved. This plat will allow for 39 residential lots.

Justification: This property is zoned R-1, Residential Low Density and conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To promote development and provide cohesive overall growth to the community.

Legal Considerations: None

Attachments: Plat Application, Plat, Map

City of Dodge City
Dodge City Planning Commission
Plat Approval Application

1. The attached application form must be completed before it can be filed. Portions of the form that are not applicable shall be marked N/A. All the applications must be signed by the owner or his duly authorized agent.
2. Three full-size (24" x 36" minimum) and ten small copies (or a digital copy) of the proposed plat shall accompany the application for Preliminary Plat and Final Plat review.
3. Two mylar copies with required signatures for City records after adoption of Final Plat.
4. The applicant should review the adopted subdivision regulations and all amendments thereto to assure a complete understanding of the subdivision process.
5. The filing fee are as follows:

Minor Plat	\$ 50.00
Major Plat	\$100.00 +\$5.00 per lot
	max \$200.00 per plat
6. The application, copies of the plat and the filing fee shall be filed with the Secretary of the Dodge City Planning Commission at least fifteen (15) days prior to a regular Planning Commission public meeting at which the plat is to be considered.

City of Dodge City

Application for Plat Approval

Section 14 Subdivision Case No. _____
Township T26S Date Filed _____
Range No. R25W

I. Name of Subdivision. Candletree 6

II. General Location. Gary Avenue & Iron Road

III. Name of Property Owner Volz Builders, LLC
Address 11170 Kliesen Street, Dodge City, KS 67801
Phone 620-225-3127

IV. Name of Agent _____
Address _____
Phone _____

V. Name of Surveyor SMH Consultants
Address 707 3rd Avenue, Suite A, Dodge City, KS 67801
Phone 620-255-1952

VI. Subdivision Information:
A. Gross Acreage of Plat. 14.0 (Ac.)
B. Number of Lots:
 1. Residential 39
 2. Commercial _____
 3. Industrial _____
 4. Other _____
C. Minimum Lot Frontage 52.41 feet
D. Minimum Lot Area 0.2 Acres
E. Existing Zoning R-1
F. Proposed Zoning R-1
G. Public Water Supply Yes X No _____
H. Public Sanitary Sewers Yes X No _____



This application was received at the office of the Secretary of the Dodge City Planning Commission on the _____ day of _____, 20____. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ _____.

Name

Title

Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book 238, Page 244-245, Register of Deeds Office, Ford County, Kansas.

There are no buildings on the subject property.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

Zoning: "R1"

Floodplain Note:

Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, effective date, April 9, 2009.

Utility Notes:

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

DESCRIPTION:

A tract of land in Northeast Quarter of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 11, Block 2, Candletree Addition, Unit Five, City of Dodge City, Ford County, Kansas; thence
 N 88°42'12" W 829.12 feet to the Northwest Corner of Lot 19, Block 2, Candletree Addition, Unit Five, City of Dodge City; thence
 N 00°25'53" E 179.90 feet along the East right of way line of Gary Avenue; thence
 N 88°39'53" W 179.96 feet to the Southeast Corner of Lot 13, Block 4, Candletree Addition, Unit 8, City of Dodge City; thence
 N 00°25'53" E 457.18 feet to the Northeast Corner of Lot 10, Block 4, Candletree Addition, Unit 8; thence
 S 88°37'23" E 1009.69 feet to the West Line of Lot 1, Block 1, A Replat of Lots 1-8, Block 1, Candletree Addition; thence
 S 00°29'05" W 635.78 feet to the point of beginning, containing 14.0 acres.

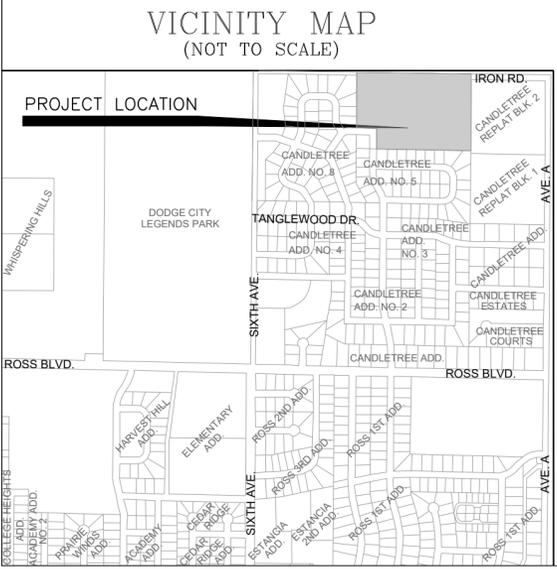
Subject to easements and restrictions of record.

AND

A tract of land in the Southeast Quarter of Section 11, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at Southeast Corner of said Section 11; thence
 N 88°57'26" W 2630.25 feet to the Southwest Corner of the Southeast Quarter of said Section 11; thence
 N 00°36'08" E 30.00 feet along the West Line of the Southeast Quarter of said Section 11; thence
 S 88°57'26" E 2630.24 feet to the East Line of the Southeast Quarter of said Section 11; thence
 S 00°35'31" W 30.00 feet to the point of beginning, containing 1.8 acres.

Subject to easements and restrictions of record.



Preliminary Plat of Candletree Unit 6, Closure Table

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
6505	S 00°29'05\"	W	635.78	6502	1726268.00	874030.08
6502	89°11'17\"	N 88°42'12\"	W	829.12	7392	1726286.76
7392	90°51'55\"	N 00°25'53\"	E	179.90	7397	1726466.65
7397	269°05'46\"	N 88°39'53\"	W	179.96	7388	1726470.85
7388	90°54'14\"	N 00°25'53\"	E	457.18	7384	1726928.01
7384	89°03'16\"	S 88°37'23\"	E	1009.69	6505	1726903.75
6505	90°53'32\"					874035.46

Perimeter: 3291.61 Cumulative Perimeter: 3291.61
 Approx: Sq. Feet: 609999 Acres: 14.00
 Approx: Total - Sq. Feet: 609999 Acres: 14.00

Correct Ending Coordinates, North: 1726903.75 East: 874035.46
 Ending Coordinates, North: 1726903.75 East: 874035.46
 Error, N: -0.00 E: 0.00 Total: 0.00 Brg: N 69°47'09\"

Distance Traversed: 3291.61 Closure: 4827786

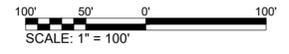
AND

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
8000	N 88°57'26\"	W	2630.25	8003	1726994.57	872122.91
8003	90°26'26\"	N 00°36'08\"	E	30.00	1002	1727024.57
1002	89°33'34\"	S 88°57'26\"	E	2630.24	1003	1726976.70
1003	90°27'03\"	S 00°35'31\"	W	30.00	8000	1726946.70
8000	89°32'57\"					874752.72

Perimeter: 5320.49 Cumulative Perimeter: 5320.49
 Approx: Sq. Feet: 78905 Acres: 1.8
 Approx: Total - Sq. Feet: 78905 Acres: 1.8

Correct Ending Coordinates, North: 1726946.70 East: 874752.72
 Ending Coordinates, North: 1726946.70 East: 874752.72
 Error, N: 0.00 E: -0.00 Total: 0.00 Brg: S 88°26'17\"

Distance Traversed: 5320.49 Closure: 1151890



- SYMBOL LEGEND**
- MONUMENT FOUND (1/2\"/>

CURVE DATA						
NO.	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
1	85.00	134.86	121.15	90°54'14\"	86.35	N 45°53'00\"

Final Plat
CANDLETREE UNIT 6
 An Addition to the City of Dodge City,
 Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com
 Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
 Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JGW Project: 1911DG4046 DD: TDS 78

APRIL 2020

OWNERS CERTIFICATE:

THE UNDERSIGNED, TIMOTHY E. VOLZ, MANAGING MEMBER OF VOLZ BUILDERS, LLC, HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "CANDLETREE, UNIT 6" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING: A TRACT OF LAND IN NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 2, CANDLETREE ADDITION, UNIT FIVE, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE
N 88°42'12" W 829.12 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK 2, CANDLETREE ADDITION, UNIT FIVE, CITY OF DODGE CITY; THENCE
N 00°25'53" E 179.90 FEET ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE; THENCE
N 88°39'53" W 179.96 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 4, CANDLETREE ADDITION, UNIT 8, CITY OF DODGE CITY; THENCE
N 00°25'53" E 457.18 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 4, CANDLETREE ADDITION, UNIT 8; THENCE
S 88°37'23" E 1009.69 FEET TO THE WEST LINE OF LOT 1, BLOCK 1, A REPLAT OF LOTS 1-8, BLOCK 1, CANDLETREE ADDITION; THENCE
S 00°29'05" W 635.78 FEET TO THE POINT OF BEGINNING, CONTAINING 14.0 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

VOLZ BUILDERS, LLC

Timothy E. Volz, Managing Member

STATE OF KANSAS
COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "CANDLETREE, UNIT 6" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2020.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE
STATE OF KANSAS
COUNTY OF FORD SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2020 IN PLAT BOOK _____, PAGE _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

CITY APPROVAL
STATE OF KANSAS
CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "CANDLETREE, UNIT 6" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2020, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2020.

THE CITY OF DODGE CITY, KANSAS

JOYCE WARSHAW, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY COUNTY SURVEYOR
STATE OF KANSAS
COUNTY OF FORD SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2020 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE PLAT OF "CANDLETREE, UNIT 6", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2020, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A TRACT OF LAND IN NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 11, BLOCK 2, CANDLETREE ADDITION, UNIT FIVE, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE
N 88°42'12" W 829.11 FEET TO THE NORTHWEST CORNER OF LOT 19, BLOCK 2, CANDLETREE ADDITION, UNIT FIVE, CITY OF DODGE CITY; THENCE
N 00°25'53" E 179.90 FEET ALONG THE EAST RIGHT OF WAY LINE OF GARY AVENUE; THENCE
N 88°39'53" W 179.96 FEET TO THE SOUTHEAST CORNER OF LOT 13, BLOCK 4, CANDLETREE ADDITION, UNIT 8, CITY OF DODGE CITY; THENCE
N 00°25'53" E 457.18 FEET TO THE NORTHEAST CORNER OF LOT 10, BLOCK 4, CANDLETREE ADDITION, UNIT 8; THENCE
S 88°37'23" E 1009.69 FEET TO THE WEST LINE OF LOT 1, BLOCK 1, A REPLAT OF LOTS 1-8, BLOCK 1, CANDLETREE ADDITION; THENCE
S 00°29'05" W 635.77 FEET TO THE POINT OF BEGINNING, CONTAINING 14.0 ACRES.

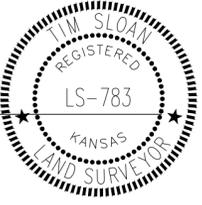
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AND

A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 11; THENCE
N 88°57'56" W 2630.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
N 00°38'29" E 30.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
S 88°57'26" E 2630.31 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
S 00°43'09" W 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.8 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



TIM SLOAN, P.S.
PRESIDENT

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2020.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:
SMH Consultants
Tim Sloan, P.S., President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541

OWNER & SUB-DIVIDER:
Volz Builders
Contact: Tim Volz
11170 Kliesen Street
Dodge City, Kansas 67801
Ph: 620-255-3127

OWNERS CERTIFICATE:

THE UNDERSIGNED, JOYCE WARSAW, MAYOR OF THE CITY OF DODGE CITY, HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "CANDLETREE, UNIT 6" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING: A TRACT OF LAND IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT SOUTHEAST CORNER OF SAID SECTION 11; THENCE
N 88°57'56" W 2630.25 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
N 00°38'29" E 30.00 FEET ALONG THE WEST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
S 88°57'26" E 2630.31 FEET TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 11; THENCE
S 00°43'09" W 30.00 FEET TO THE POINT OF BEGINNING, CONTAINING 1.8 ACRES.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

CITY OF DODGE CITY, A MUNICIPAL CORPERATION

JOYCE WARSHAW, MAYOR

Final Plat
**CANDLETREE
UNIT 6**
An Addition to the City of Dodge City,
Ford County, Kansas

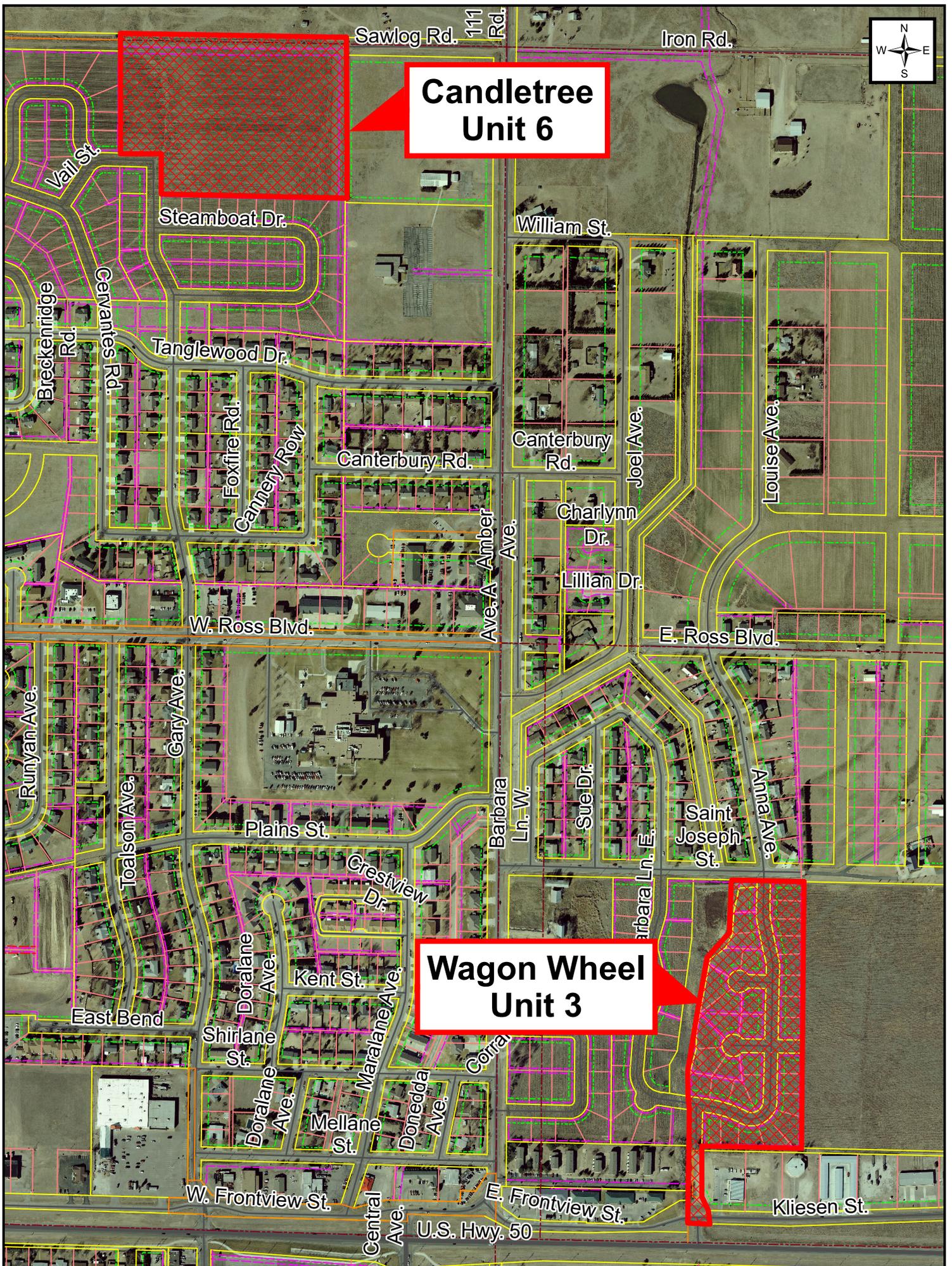


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Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JGW Project: 1911DG4046 DD: TDS 78

APRIL 2020



**Candletree
Unit 6**

**Wagon Wheel
Unit 3**

Sawlog Rd. 111 Rd.

Iron Rd.



Vail St.

Steamboat Dr.

William St.

Breckenridge Rd.

Cervantes Rd.

Tanglewood Dr.

Foxfire Rd.

Cannery Row

Canterbury Rd.

Canterbury Rd.

Joel Ave.

Louise Ave.

W. Ross Blvd.

Ave. A Amber Ave.

Charlynn Dr.

Lillian Dr.

E. Ross Blvd.

Runyan Ave.

Toalson Ave.

Gary Ave.

Plains St.

Barbara Ln. W.

Sue Dr.

Saint Joseph St.

Anna Ave.

East Bend

Crestview Dr.

Kent St.

Shirlane St.

Doralane Ave.

Maralane Ave.

Corral

Mellane St.

Donedda Ave.

W. Frontview St.

Central Ave.

U.S. Hwy. 50

E. Frontview St.

Kliesen St.

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: April 6, 2020
Subject: Wagon Wheel Unit 3 Plat
Agenda Item: New Business

Recommendation: Development Services staff recommends that the Planning Commission approve this application for final plat approval.

Background: This plat replats a portion of Wagon Wheel, Unit 2. A number of lots were reshaped for easier development and sections of street right-of-way were realigned. Tim Volz is planning to build a single-family housing development once this plat is approved. This Plat will allow for 34 residential lots.

Justification: This property is zoned R-1, Residential Low Density and conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To promote development and provide cohesive overall growth to the community.

Legal Considerations: None

Attachments: Plat Application, Plat

City of Dodge City
Dodge City Planning Commission
Plat Approval Application

1. The attached application form must be completed before it can be filed. Portions of the form that are not applicable shall be marked N/A. All the applications must be signed by the owner or his duly authorized agent.
2. Three full-size (24" x 36" minimum) and ten small copies (or a digital copy) of the proposed plat shall accompany the application for Preliminary Plat and Final Plat review.
3. Two mylar copies with required signatures for City records after adoption of Final Plat.
4. The applicant should review the adopted subdivision regulations and all amendments thereto to assure a complete understanding of the subdivision process.
5. The filing fee are as follows:

Minor Plat	\$ 50.00
Major Plat	\$100.00 +\$5.00 per lot
	max \$200.00 per plat
6. The application, copies of the plat and the filing fee shall be filed with the Secretary of the Dodge City Planning Commission at least fifteen (15) days prior to a regular Planning Commission public meeting at which the plat is to be considered.

City of Dodge City

Application for Plat Approval

Section 13 Subdivision Case No. _____
Township T26S Date Filed _____
Range No. R25W

I. Name of Subdivision. Wagon Wheel Addition, Unit 3

II. General Location. Saint Joseph Street & Anna Avenue

III. Name of Property Owner Volz Builders, LLC
Address 11170 Kliesen Street, Dodge City, KS 67801
Phone 620-225-3127

IV. Name of Agent _____
Address _____
Phone _____

V. Name of Surveyor SMH Consultants
Address 707 3rd Avenue, Suite A, Dodge City, KS 67801
Phone 620-255-1952

VI. Subdivision Information:
A. Gross Acreage of Plat. 14.6 (Ac.)
B. Number of Lots:
 1. Residential 34
 2. Commercial _____
 3. Industrial _____
 4. Other 1
C. Minimum Lot Frontage 40.97 feet
D. Minimum Lot Area 0.19 Acres
E. Existing Zoning R-1
F. Proposed Zoning R-1
G. Public Water Supply Yes X No _____
H. Public Sanitary Sewers Yes X No _____



This application was received at the office of the Secretary of the Dodge City Planning Commission on the _____ day of _____, 20____. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ _____.

Name

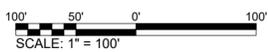
Title

CURVE DATA						
NO.	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
1	470.50	133.22	132.78	16°13'25"	67.06	N 74°18'18" W
2	100.00	198.13	167.27	113°31'12"	152.58	N 57°02'52" E
3	200.00	46.31	46.21	13°16'12"	23.26	N 06°20'42" W
4	204.54	52.22	52.08	14°37'38"	26.25	N 07°04'08" W

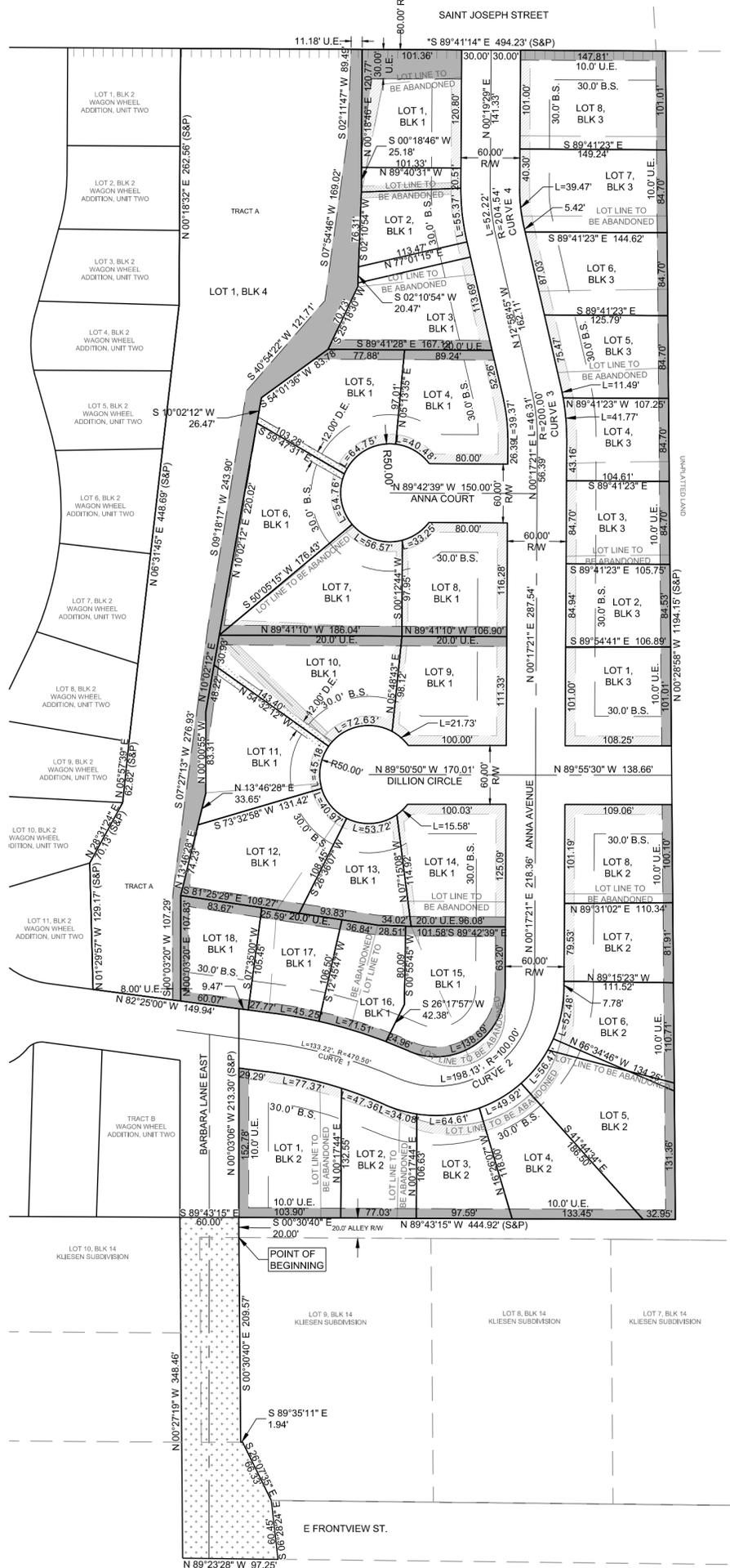
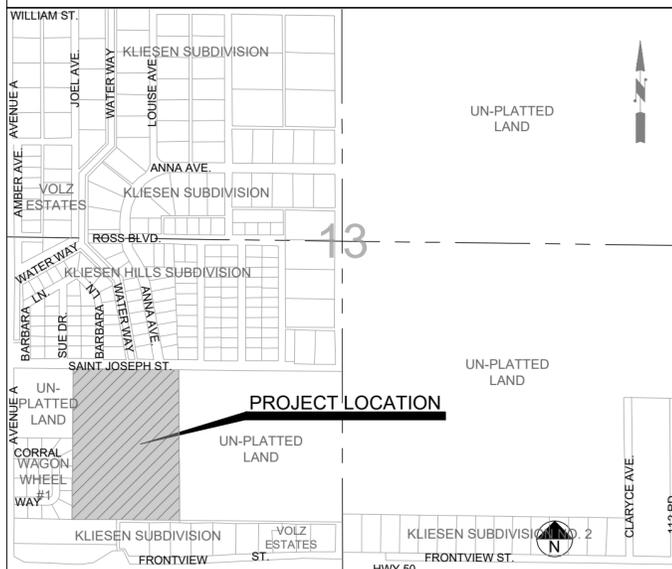
LEGEND

- MONUMENT FOUND (1/2" REBAR), ORIGIN: WAGON WHEEL ADDITION, UNIT ONE UNLESS OTHERWISE NOTED
- 1/2" X 24" REBAR W/CLS 66 CAP SET
- △ SECTION CORNER, NOTE: ALL SECTION CORNER MONUMENT ORIGINS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- * ASSUMED BEARING
- (P) PLAT DISTANCE
- (S) SURVEYED DISTANCE
- U.E. UTILITY EASEMENT
UTILITY EASEMENT LINE
UTILITY EASEMENT HATCH
- D.E. DRAINAGE EASEMENT
DRAINAGE EASEMENT LINE
DRAINAGE EASEMENT HATCH
- B.S. BUILDING SETBACK
BUILDING SETBACK LINE
- RW RIGHT-OF-WAY
- LOT LINE TO BE ABANDONED
- UTILITY EASEMENT TO BE ABANDONED LINE
UTILITY EASEMENT TO BE ABANDONED HATCH
- DRAINAGE EASEMENT TO BE ABANDONED LINE
DRAINAGE EASEMENT TO BE ABANDONED HATCH
- CITY OF DODGE CITY PROPERTY TO BE DEDICATED AS STREET RIGHT OF WAY

Block & Lot Data: See Sheet 2



VICINITY MAP
(NOT TO SCALE)



Notes:

No easements, restrictions, reservations, setbacks, or other matter of record, if any, affecting the Title of this property are shown, except as platted, as per agreement with the landowner.

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent Tract is recorded in Book 248, Page 700 and Book D:B.252, Page 530, Register of Deeds Office, Ford County, Kansas.

All building setback lines within the area being platted are to be 30.0' unless otherwise noted.

All Right-of-Way widths within the area being platted are to be 60.0' unless otherwise noted.

Zoning: "R-1"

UTILITY NOTES:

Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.

FLOODPLAIN NOTE:

Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, Effective Date, April 9, 2009.

Replat of Wagon Wheel, Unit 3 Closure Table

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
5	S 00°28'58"E	1194.15	4	1722014.55	876032.05	
4	89°14'17" N 89°43'15" W	444.92	3	1722016.72	875587.13	
3	90°13'39" N 00°03'06"E	213.30	2	1722230.02	875587.32	
2	262°28'06" N 82°25'00" W	149.94	1	1722249.80	875438.69	
1	99°04'57" N 01°29'57" W	129.17	10	1722378.93	875435.31	
10	149°58'39" N 28°31'24"E	70.13	9	1722440.55	875468.80	
9	202°33'45" N 05°57'39"E	62.82	8	1722503.03	875475.33	
8	179°25'54" N 06°31'45"E	448.69	7	1722948.81	875526.35	
7	186°13'13" N 00°18'32"E	262.56	6	1723211.36	875527.76	
6	89°59'46" S 89°41'14"E	494.23	5	1723208.67	876021.98	
5	90°47'44"					

Perimeter: 3469.91 Cumulative Perimeter: 3469.91

Approx: Sq. Feet: 615882 Acres: 14.1
Approx: Total - Sq. Feet: 615882 Acres: 14.1

Correct Ending Coordinates, North: 1723208.66 East: 876021.98
Ending Coordinates, North: 1723208.67 East: 876021.98
Error, N: 0.01 E: 0.00 Total: 0.01 Brg: S 10°10'58" W
Distance Traversed: 3469.91 Closure: 364195

Point ID	Ang Rt	Bearing	Distance	Point ID	Northing	Easting
8	S 89°43'15"E	60.00	9	1722016.27	875587.51	
9	90°47'25" S 00°30'40"E	229.57	2	1721786.71	875589.56	
2	269°04'32" S 89°35'11"E	1.94	3	1721786.69	875591.50	
3	116°32'23" S 26°07'35"E	66.33	4	1721727.14	875620.71	
4	160°20'49" S 06°28'24"E	60.45	5	1721667.07	875627.52	
5	82°55'04" N 89°23'28" W	97.25	13	1721668.10	875530.62	
13	91°07'12" N 00°27'19" W	348.46	8	1722016.56	875527.51	
8	89°12'35"					

Perimeter: 863.99 Cumulative Perimeter: 863.99

Approx: Sq. Feet: 23965 Acres: 0.5
Approx: Total - Sq. Feet: 23965 Acres: 0.5

Correct Ending Coordinates, North: 1722016.56 East: 875527.51
Ending Coordinates, North: 1722016.56 East: 875527.51
Error, N: 0.00 E: -0.00 Total: 0.00 Brg: S 55°45'53" E
Distance Traversed: 863.99 Closure: 331171

Final Plat
**WAGON WHEEL
ADDITION, UNIT 3**
An Addition to the City of Dodge City,
Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
www.smhconsultants.com

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Overland Park, KS P: (913) 444-9615 • Colorado Springs, CO P: (719) 465-2145

Drawn By: JGW Project: 2001DG4005 DD #

APRIL 2020

OWNERS CERTIFICATE:

THE UNDERSIGNED, VOLZ BUILDERS, LLC, HEREBY CERTIFIES THAT HE IS THE OWNER, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "FINAL PLAT OF WAGON WHEEL ADDITION, UNIT THREE" A REPLAT OF LOTS 1-18, BLK 3; LOTS 1-8, BLK 4; LOTS 1-8, BLK 5; AND TRACT A, WAGON WHEEL ADDITION, UNIT TWO, CITY OF DODGE CITY, FORD COUNTY, KANSAS. WHICH INCLUDES PORTIONS OF THE FOLLOWING:

REPLAT OF LOTS 1-18, BLK 3; LOTS 1-8, BLK 4; LOTS 1-8, BLK 5; AND TRACT A, WAGON WHEEL ADDITION, UNIT TWO, CITY OF DODGE CITY, FORD COUNTY, KANSAS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

VOLZ BUILDERS, LLC

TIMOTHY E. VOLZ, MANAGING MEMBER

STATE OF KANSAS
COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "FINAL PLAT OF WAGON WHEEL ADDITION, UNIT THREE" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2020.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE
STATE OF KANSAS
COUNTY OF FORD SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2020 IN PLAT BOOK _____, PAGE _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2020.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:
SMH Consultants
Tim Sloan, P.S., President
2017 Vanesta Place, Suite 110
Manhattan, KS 66503
PH: 785-776-0541

OWNER/SUB-DIVIDER:
Volz Builders
Tim Volz
11170 Kliesen Street
Dodge City, Kansas 67801
PH: 620-255-3127

CITY APPROVAL
STATE OF KANSAS
CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "FINAL PLAT OF WAGON WHEEL ADDITION, UNIT THREE" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2020, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2020.

THE CITY OF DODGE CITY, KANSAS

JOYCE WARSHAW, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY COUNTY SURVEYOR
STATE OF KANSAS
COUNTY OF FORD SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2020 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE FINAL PLAT OF "WAGON WHEEL ADDITION, UNIT THREE", A REPLAT OF LOTS 1-18, BLK 3; LOTS 1-8, BLK 4; LOTS 1-8, BLK 5; AND TRACT A, WAGON WHEEL ADDITION, UNIT TWO, CITY OF DODGE CITY, FORD COUNTY, KANSAS. CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2020, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A REPLAT OF LOTS 1-18, BLK 3; LOTS 1-8, BLK 4; LOTS 1-8, BLK 5; AND TRACT A, WAGON WHEEL ADDITION, UNIT TWO, CITY OF DODGE CITY, FORD COUNTY, KANSAS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

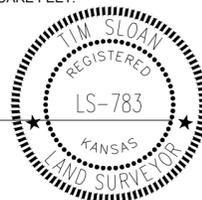
AND

A TRACT OF LAND IN LOT 9, BLOCK 14, KLIESEN SUBDIVISION AND IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT THAT IS S 89°43'59" E 39.65 FEET FROM THE NORTHWEST CORNER SAID LOT 9, BLOCK 14, KLIESEN SUBDIVISION, IN THE SOUTHWEST QUARTER OF SAID SECTION 13, FORD COUNTY, KANSAS; THENCE S 00°30'40" E 209.57 FEET TO THE SOUTH LINE OF SAID LOT 9, BLOCK 14, KLIESEN SUBDIVISION; THENCE S 89°35'11" E 1.94 FEET ALONG THE SOUTH LINE OF SAID LOT 9; THENCE S 26°07'35" E 66.33 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 9; THENCE S 06°28'24" E 60.45 FEET TO THE SOUTH RIGHT OF WAY LINE OF KLIESEN STREET; THENCE N 89°23'28" W 97.25 FEET; THENCE N 00°27'19" W 348.46 FEET TO THE SOUTH LINE OF WAGON WHEEL ADDITION, UNIT TWO, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE S 89°43'15" E 60.00 FEET ALONG THE SOUTH LINE OF SAID WAGON WHEEL ADDITION; THENCE S 00°30'40" E 20.00 TO THE POINT OF BEGINNING, CONTAINING 23,907 SQUARE FEET.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TIM SLOAN, P.S.
PRESIDENT



OWNERS CERTIFICATE:

THE UNDERSIGNED, VOLZ BUILDERS, LLC, HEREBY CERTIFIES THAT HE IS THE OWNER, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "FINAL PLAT OF WAGON WHEEL ADDITION, UNIT THREE" A TRACT OF LAND IN LOT 9, BLOCK 14, KLIESEN SUBDIVISION AND IN THE SOUTHWEST QUARTER OF SECTION 13, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

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CITY OF DODGE CITY, A MUNICIPAL CORPORATION

JOYCE WARSHAW, MAYOR

BLOCK 1 LOT DATA			BLOCK 2 LOT DATA		
LOT #	SQUARE FOOT	ACRE	LOT #	SQUARE FOOT	ACRE
1	14555.54	0.33	1	15051.82	0.35
2	8752.30	0.20	2	9144.72	0.21
3	11390.41	0.26	3	8736.36	0.20
4	11830.68	0.27	4	12002.27	0.28
5	12934.16	0.30	5	15755.95	0.36
6	14328.16	0.33	6	10273.82	0.24
7	12819.86	0.29	7	8953.38	0.21
8	12129.91	0.28	8	11040.20	0.25
9	12385.93	0.28	BLOCK 3 LOT DATA		
10	15026.78	0.34			
14	12958.33	0.30	LOT #	SQUARE FOOT	ACRE
15	12903.09	0.30	1	10864.75	0.25
16	8299.25	0.19	2	9009.10	0.21
17	8188.21	0.19	3	8908.41	0.20
18	8127.68	0.19	4	8863.96	0.20
11	12626.18	0.29	5	9857.41	0.23
12	13991.31	0.32	6	11451.31	0.26
13	8704.57	0.20	7	12603.70	0.29
			8	15000.99	0.34

BLOCK 4 LOT DATA		
LOT #	SQUARE FOOT	ACRE
1	114457.80	2.63

Final Plat
**WAGON WHEEL
ADDITION, UNIT 3**
An Addition to the City of Dodge City,
Ford County, Kansas



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