

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, May 17, 2021

7:00 p.m.

MEETING #5183

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Kurt Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Special Assessment Proceeds – Candletree Addition Unit 8 Phase II

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Public Works Week Proclamation

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

Recognition for Sergio Garcia and Javier Cienfuegos for Riverbed Clean-up

Recognition for CPL Officer Guillermo Gutierrez for the American Legion Award

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, May 3, 2021;
2. Appropriation Ordinance No.10, May 17, 2021.

ORDINANCES & RESOLUTIONS

Ordinance No. 3754: An Ordinance Levying Special Assessments on Certain Property to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas, as Heretofore Authorized by Resolution No. 2019-01 of the City; and Providing for the Collection of Such Special Assessments. (Candletree Addition Unit 8 Phase II Subdivision). Finance Director, Nicole May.

Ordinance No. 3755: An Ordinance of the City of Dodge City, Kansas Renaming Armada Street, Diablo Street, Pancho Street, Sargento Street, Bandido Street and Fuego Street, Streets in Casa Del Rio Addition, to El Mustang Road, La Ruby Road, La Paloma Road, El Capitan Road, El Rio Road, and La Lily Road. Report by Planning & Zoning Administrator, Nathan Littrell.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids for 96 Gallon Trash Karts for the Sanitation Department. Report by Director of Administration, Ryan Reid.
2. Approval of Milstock Addition, Unit 2 Plat. Report by Planning & Zoning Administrator, Nathan Littrell.
3. Approval of Bids for the Avenue D Drain Levee Improvements. Report by City Engineer, Tanner Rutschman.
4. Approval of Watchguard Body Cams in Car Cameras. Report by Police Chief, Francis Drew.
5. Approval Design Agreement/Scope of Services for South Waste Water Treatment Plant Expansion. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, do hereby proclaim the week of May 16 through May 22, 2021 as

“NATIONAL PUBLIC WORKS WEEK”

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 17th day of May, 2021.

Rick Sowers, Mayor

Attest

Connie Marquez, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, May 3, 2021

7:00 p.m.

MEETING #5182

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Kent Smoll, Brian Delzeit, Blanca Soto, Joseph Nuci.

INVOCATION by Pastor Kurt Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Kent Smoll made a motion to accept the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Convention Visitors Bureau Manager, Megan Welch and Tourism Coordinator, Robin Bailey presented the National Travel and Tourism Proclamation and the National Train Day Proclamation. Mayor Rick Sowers proclaimed May 2 thru May 8 2021 a National Travel and Tourism Week and May 3, 2021 as National Train Day.

Mayor Rick Sowers read the Children's Mental Health Awareness Week Proclamation and proclaimed May 2 thru May 8 as Children's Mental Health Awareness Week.

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

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, April 19, 2021;
2. Approval of City Commission Meeting Minutes, April 19, 2021;

3. Appropriation Ordinance No.9, May 3, 2021;
4. Cereal Malt Beverage License:
 - a. Loves Travel Stop #558, 2505 E. Trail Street,
5. Approval of Change Order #1, Casa Del Rio, Phase 1, PL 2004.
6. Approval of Contract for Water Service at 2500 Military Avenue.

Commissioner Brian Delzeit made a motion to approve the consent calendar as presented. Commissioner Joseph Nuci seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Joseph Nuci moved to approve the 2021 Code of Ethics (COE) for the City of Dodge City. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.
2. Commissioner Blanca Soto moved to approve the Amendment Agreement #1 in the amount of \$337,619.00 for the Downtown Streetscape Design. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.
3. Commissioner Joseph Nuci moved to approve the quote of \$86,500 from Phillips Southern Electric Co. for the Traffic Signal Improvements at Central Avenue. & Soule Street/University Drive. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.
4. Commissioner Brian Delzeit moved to approve the bid from Shor-line in the amount of \$56,792.62 for purchasing and replacing the Animal Cages at the Animal Shelter. Commissioner Blanca Soto seconded the motion. The motion carried unanimously.
5. Commissioner Kent Smoll moved to approve the Special Assessment Proceeds for Candletree Addition Unit 8 Phase II. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: May 11, 2021
Subject: Ordinance No. 3754
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No 3754.

Background: At the May 3 City Commission meeting, the City Commission approved special assessment process for special assessments for Candletree Addition Unit 8 Phase II. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Candletree Addition Unite 8 Phase II at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: None

Purpose/Mission: To expand the infrastructure and development in the City.

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3754

ORDINANCE NO. 3754

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2019-01 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Candletree Addition Unit 8 Phase II – Streets, Water and Sewer

Resolution No. 2019-01

The design, inspection, and construction of the sanitary sewer manholes, gravity sanitary sewer main, water main, water valves, fire hydrants, streets, curbs and drainage serving Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 4 and Lots 2, 3, 4, 5, 6, 7, and 8, Block 5, Candletree Addition, Unit 8 Phase II, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2021.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2021, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford

County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on May 17, 2021, and signed by the Mayor.

Rick Sowers, Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls
Candletree Addition Unit 8 Phase II to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 2	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 3	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 4	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 5	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 6	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 7	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 8	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 9	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 10	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 11	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 12	Block 4	Candletree Addition Unit 8 Phase II	27,504.85
Lot 13	Block 4	Candletree Addition Unit 8 Phase II	27,504.86
Lot 2	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 3	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 4	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 5	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 6	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 7	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Lot 8	Block 5	Candletree Addition Unit 8 Phase II	27,504.86
Total Assessment			550,097.08



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: May 17, 2021
Subject: Renaming of Casa Del Rio Streets
Agenda Item: Ordinance #3755

Recommendation: It is City staff's recommendation to approve this ordinance.

Background: The developer wishes to rename the streets in the recently adopted Casa Del Rio Addition. The plat was adopted on January 19, 2021. There is currently no individual lot development at this time. There was a misunderstanding that the street names shown on the plat are officially adopted street names.

Justification: There are currently no utilities in this alley right-of-way nor is it utilized by the City. There are no plans for utilities in this alley right-of-way. The proposed street names comply with street naming policy and do not conflict with existing street names.

Financial Considerations: None

Purpose/Mission: To allow for flexibility in street naming by developers.

Legal Considerations: None

Attachments: Ordinance #3753, Map

ORDINANCE NO. 3755

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS RENAMING ARMADA STREET, DIABLO STREET, PANCHO STREET, SARGENTO STREET, BANDIDO STREET, AND FUEGO STREET, STREETS IN CASA DEL RIO ADDITION, TO EL MUSTANG ROAD, LA RUBY ROAD, LA PALOMA ROAD, EL CAPITAN ROAD, EL RIO ROAD, AND LA LILY ROAD.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: Armada Street, a street in Casa Del Rio Addition, is hereby renamed to El Mustang Road.

Diablo Street, a street in Casa Del Rio Addition, is hereby renamed to La Ruby Road.

Pancho Street, a street in Casa Del Rio Addition, is hereby renamed to La Paloma Road.

Sargento Street, a street in Casa Del Rio Addition, is hereby renamed to El Capitan Road.

Bandido Street, a street in Casa Del Rio Addition, is hereby renamed to El Rio Road.

Fuego Street, a street in Casa Del Rio Addition, is hereby renamed to La Lily Road.

SECTION 2: The Casa Del Rio Addition is not yet developed, therefore there no residences or businesses are addressed off of the previously named streets and no postal code deliveries are made on these streets.

SECTION 3: All of the above streets are classified as residential streets and this name change complies with our street naming policy.

SECTION 4: Upon adoption by the City Commission, the provisions contained in this ordinance shall take effect upon publication of said ordinance, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR
SESSION AND APPROVED BY THE MAYOR, THIS SEVENTEENTH DAY OF
MAY, 2021.

RICK SOWERS, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2021 05 10
Subject: Trash Cart Purchase
Agenda Item: New Business

Recommendation: In early May, 2021 Staff received a quote for a truckload of new 96 gallon wheeled trash carts . Staff recommends purchasing the carts from the vendor, Toter. These units have been durable and a good fit for the City and match the fleet of carts.

Toter's bid was \$35,072.16 or \$56.21 a cart. This is for 624 carts on the truckload.

Background: These carts will be used by sanitation to provide services to Dodge City residents.

Justification: Units are needed to replenish dwindling supply. Toter is what we are using now. Parts are interchangeable with existing fleet, units come ready to go, and are stackable.

Given the makeup of the existing fleet and our experience with the Toter units, the City Manager waived the formal bid process which is allowed in our Purchasing Policy.

Financial Considerations: This will be paid for from Sanitation and is a budgeted purchase.

In 2020 we purchased 624 polycarts from Toter for \$31,243.68 (\$50.07 a cart).



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: May 17, 2021
Subject: Milstock Addition, Unit 2 Plat
Agenda Item: New Business

Recommendation: The Planning Commission met on May 11, 2021 to review and recommend approval of this plat. It is also City staff's recommendation to approve this plat.

Background: The applicant wishes to replat this area to allow for a single-family housing development. This area has been previously platted, but this portion undeveloped.

Justification: Most of the previously platted lots will remain unchanged. The cul-de-sac is being shifted farther south since the northern most portion of the previously platted area is owned separately and has a residence on it. All of the surrounding areas are zoned residential, so further residential development in this area would be compatible. This plat meets all of the City's zoning and subdivision requirements and is consistent with the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: Approving this plat will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Plat Application, Map, Plat

City of Dodge City

Application for Plat Approval

Section 27
Township 26 S
Range No. 25 W

Subdivision Case No. 21-04
Date Filed 5/6/21

- I. Name of Subdivision. MILSTOCK ADDITION, UNIT 2
- II. General Location. MILSTOCK # DIVISION
- III. Name of Property Owner VOLZ BUILDERS, LLC
Address 11170 KLIESEN ST., DODGE CITY, KS 67801
Phone 620-225-3127
- IV. Name of Agent N/A
Address _____
Phone _____
- V. Name of Surveyor SMH CONSULTANTS
Address 707 3RD AVE, SUITE A, DODGE CITY, KS 67801
Phone 620-255-1952
- VI. Subdivision Information:
A. Gross Acreage of Plat. 9.47 (Ac.)
B. Number of Lots:
1. Residential 25
2. Commercial _____
3. Industrial _____
4. Other _____
C. Minimum Lot Frontage 36.52'
D. Minimum Lot Area 9,199 sq ft / 0.21 AC
E. Existing Zoning R3
F. Proposed Zoning R3
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 6th day of May, 2021. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 200.00.

Nathan Litchell
Name

Planning & Zoning Administrator
Title

COMANCH ST.

W. Comanche St.



Proposed Replat



Wright Ave.

MILL STOOK ADDITION

PARK & WATER WAY

W. Division St.

INDIAN HILLS

Linn St.



DODGE HOUSE PLAZA



W. Wyatt Earp Blvd.

Wright Ave.

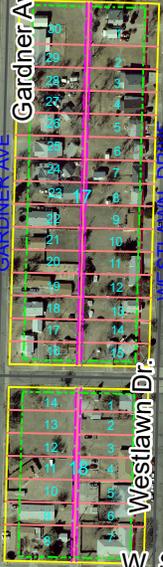


MAPLE GROVE ADD.



GLADDEN HOMES

Gardner Ave.



W. Spruce St.



WESTLAWN DR.

Overhill Rd.



W. SPRUCE ST.



MAPLE GROVE ADD.

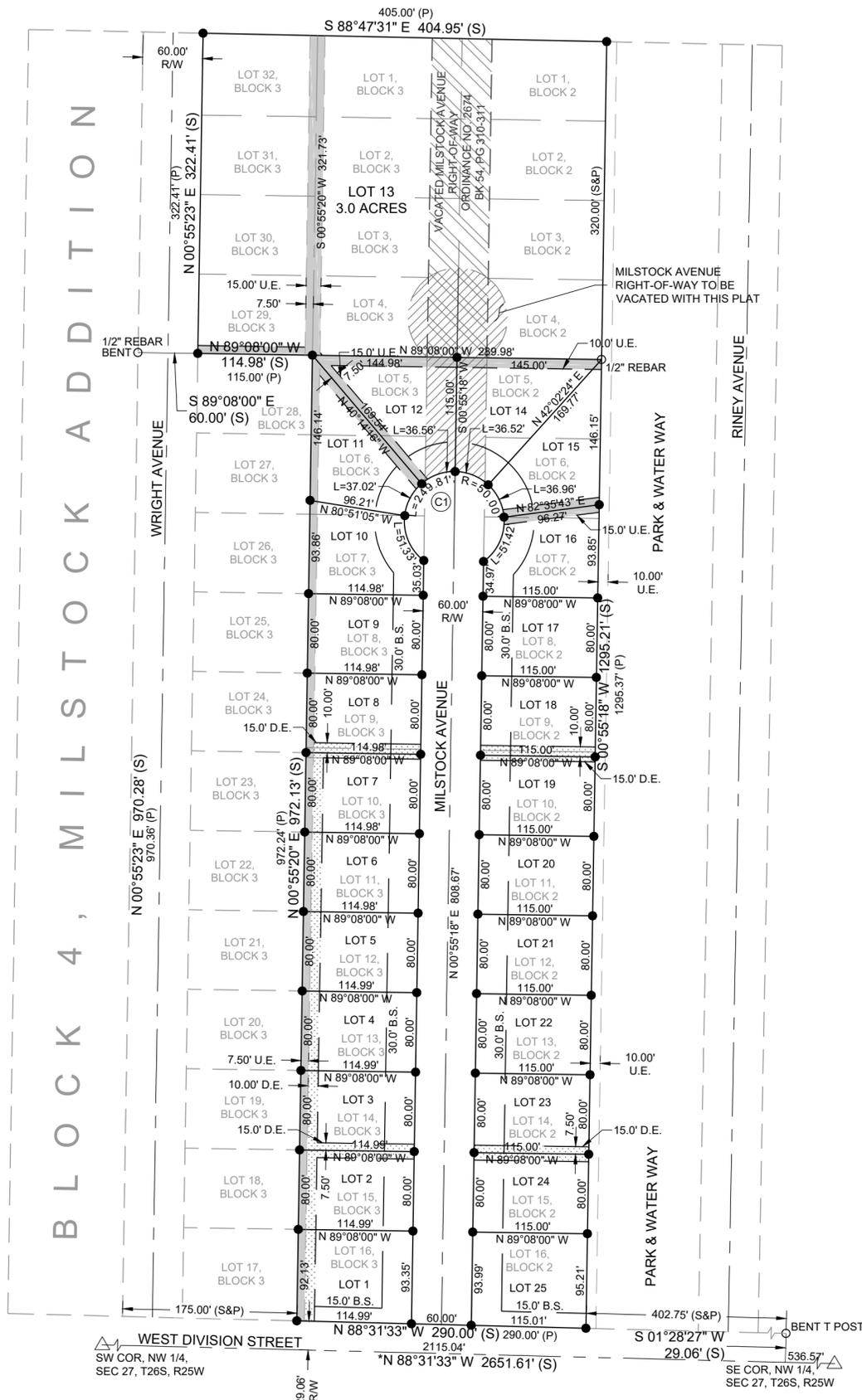
Collar Ave.

US HIGHWAY 50

MYERS

W WYATT EARP

WALTER HEIGHTS LLC



Lot #	Sq Ft
1	10664
2	9199
3	9199
4	9199
5	9199
6	9199
7	9199
8	9199
9	9198
10	9200
11	9720
12	11101
14	11104
15	9724
16	9200
17	9200
18	9200
19	9200
20	9200
21	9200
22	9200
23	9200
24	9200
25	10879

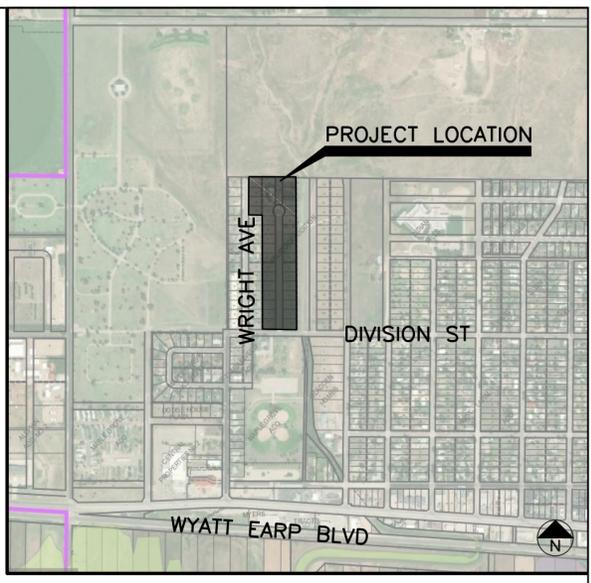
SEGMENT#	LINE COURSE	LENGTH	ENDING COORDINATES
1	N 88°31'33" W	290.00'	NORTH: 1713868.01' EAST: 865690.47'
2	N 0°55'20" E	972.13'	NORTH: 1714840.01' EAST: 865706.12'
3	N 89°08'00" W	114.98'	NORTH: 1714841.75' EAST: 865591.15'
4	N 0°55'23" E	322.41'	NORTH: 1715164.12' EAST: 865596.35'
5	N 88°47'31" E	404.95'	NORTH: 1715155.58' EAST: 866001.21'
6	S 0°55'18" W	1,295.21'	NORTH: 1713860.54' EAST: 865980.37'

Curve #	Length	Radius	Chord	Delta	Tangent	Bearing
C1	249.81	50.00	60.00	286.26	37.50'	N89° 04' 42"W

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 D, Page 87; Book 256, Page 495; Book 244, Pages 160, 161, 162; Register of Deeds Office, Ford County, Kansas.
 No existing buildings are shown, as per agreement with the owners.
 All building setback requirements shall be determined by the zoning district, unless otherwise noted.
 Zoning: "R3"

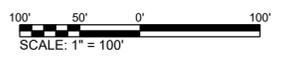
Floodplain Note:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0195E, effective date, September 25, 2009.

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.



VICINITY MAP
(NOT TO SCALE)

- LEGEND**
- Monument Found (1/2" Rebar), Origin: Milstock Addition
 - 1/2"x24" Rebar w/CLS66 Cap Set
 - △ Section Corner, NOTE: All section corner monument origins are unknown unless otherwise noted.
 - + Assumed Bearing
 - ① Curve Number
 - (P) Plat Dimension
 - (S) Surveyed Dimension
 - B.S. Building Setback
 - D.E. Drainage Easement
 - ▨ Drainage Easement Hatch
 - U.E. Utility Easement
 - ▨ Utility Easement Hatch
 - ▨ Vacated Right-Of-Way
 - ▨ Vacated Right-Of-Way With This Plat
 - ▨ No Access
 - ▨ Abandoned Lotlines & Bearings



Final Plat
**MILSTOCK ADDITION,
 UNIT 2**
 An Addition to the City of Dodge City,
 Ford County, Kansas

PROGRESS DOCUMENT
FOR REFERENCE ONLY

SMH
CONSULTANTS

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: ASJ Project #2103-0073 DD #TDS85

APRIL 2021

OWNERS CERTIFICATE:

THE UNDERSIGNED, VICTORIA A. WILLIAMSON, SHEILA D. PRATER, SCOTT A. DUMLER, AND SARAH J. WILLIAMSON, HEREBY CERTIFIES THAT THEY ARE THE OWNERS AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "MILSTOCK ADDITION, UNIT 2" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

LOTS 1,2,3, AND 4, BLOCK 2, LOTS 1,2,3,4,29,30,31 AND 32, BLOCK 3, MILSTOCK ADDITION, 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.

ON THIS _____ DAY OF _____, 2021.

VICTORIA A. WILLIAMSON

SHEILA D. PRATER

SCOTT A. DUMLER

SARAH J. WILLIAMSON

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 "MILSTOCK ADDITION, UNIT 2" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2021.

CHAIRMAN, TIM 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 _____, 2021 AT _____ O'CLOCK ____M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2021.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:

Victoria Williamson
1130 Milstock Avenue
Dodge City, Kansas 67801
Ph: 620-430-6742

Volz Builders, LLC
11170 Kliesen Street
Dodge City, Kansas 67801
Ph: 620-225-3127
Contact: Timothy Volz

OWNERS CERTIFICATE:

THE UNDERSIGNED, TIM VOLZ., MANAGING MEMBER OF VOLZ BUILDERS, LLC, HEREBY CERTIFIES THAT THEY HAVE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED " MILSTOCK ADDITION, UNIT 2" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

LOTS 5,6,7,8,9,10,11,12,13,14,15, AND 16, BLOCK 2, LOTS 5,6,7,8,9,10,11,12,13,14,15, AND 16, BLOCK 3, MILSTOCK ADDITION, 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.

ON THIS _____ DAY OF _____, 2021.

VOLZ BUILDERS, LLC

TIMOTHY E. VOLZ, MANAGING MEMBER

STATE OF KANSAS)
COUNTY OF FORD)

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

CITY APPROVAL

STATE OF KANSAS)
CITY OF DODGE CITY) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "MILSTOCK ADDITION, UNIT 2" 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 _____, 2021, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2021.

THE CITY OF DODGE CITY, KANSAS

RICK SOWERS, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2021 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 RE-PLAT OF "MILSTOCK ADDITION, UNIT 2", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2021, 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:

LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15, AND 16, BLOCK 2, LOTS 1,2,3,4,5,6,7,8,9,10,11,12,13,14,15,16,29,30,31 AND 32, BLOCK 3, MILSTOCK ADDITION, DODGE CITY, FORD COUNTY, KANSAS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TIM SLOAN, P.S.
VICE-PRESIDENT



Final Plat
**MILSTOCK ADDITION,
UNIT 2**
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:ASJ Project #2103-0073 DD #TDS85

APRIL 2021



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: May 17, 2021
Subject: Levee Improvements (Avenue D Drain Repair), SD2101
Agenda Item: New Business

Recommendation: Approve the bid from MJE, LLC for the Levee Improvements at the Avenue D Drain in the amount of \$625,775.00. This bid is under the engineer's estimate of \$692,101.50 and the budgeted amount of \$850,000.

Background: The Ave. D drainage finger is a drainage channel that is part of the north levee system. It is a 700 ft (200 ft concrete, 500 ft earthen) channel that conveys storm water from East Trail St. down to the river. In 2019, one of the gabions that helped reinforce the bottom of the channel failed during a large rain event. This failure compromised the levee system and has allowed substantial erosion of the levee to take place. Public Works was able to install temporary protective measures in 2019 that have helped mitigate additional erosion up the floor of the channel for the time being, but the levee is slowly being eroded away. City staff worked with the Army Corps of Engineers following the major erosion event to determine the cause and how they might aid in the repair project. The Corps ended up supplying the materials for the project which equates to a contribution of a little over \$300,000. Those materials are currently on site and ready to be installed.

Justification: This project will repair a critical section of the levee system and help the City work towards levee accreditation. It will also protect two large sanitary sewer mains and a water main that cross the channel about eighty feet north of where the erosion is being held off.

Financial Considerations: This improvement will cost \$625,775.00 and be paid through General Obligation Bonds.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement by preparing for the community's future.

Legal Considerations: By approving the bid from MJE, LLC, the City will enter a contract with MJE, LLC, and be responsible to make payments for the completed work.

Attachments: Bid Tab



Memorandum

To: City Commission / City Manager

From: Drew Francis, Police Chief

Date: 5/13/21

Subject: DCPD Body Worn Camera (BWC) program upgrade/contract renewal

Agenda Item:

Recommendation: Switch from Axon / Evidence.com to Watch Guard (part of Motorola/Spillman)

Background:

In 2016 the PD implemented a Body Worn Camera (BWC) program. This involved a 5-year contract with Axon/Evidence.com. Our contract is expiring in June of this year. We have reviewed options and believe switching to Watch Guard is the best option and greatest return on our investment. Watch Guard was purchased by Motorola a few years ago. They have also purchased Spillman Records Management System (RMS) which is what we are migrating to with our Mobile Data Terminals (MDT). The move to Watch Guard allows for a seamless integration of our systems which maximizes efficiency and effectiveness. Below is a quick summary of the comparisons and expected improvements.

Justification:

Current System

Axon BWC Flex 2 w/battery Quantity = 50

- Field of View 120 degree
- Up to 70 hrs recording time depending on resolution.
- Video Resolution – MPEG-4, H0264
- Full shift (12hrs) battery life
- Pre-event buffer up to 2 minutes prior, video only.
- Upload must be completed at PD in a docking station or connect to a cable.

Axon Signal – either a separate Taser Battery or in-car system to trigger your camera when Taser is turned on or light bar is activated (separate cost for these items, we currently do not use this program, relatively new)

\$40,000 a year for storage of videos that need to be kept. Currently part of general budget. Five-year total = \$200,000 – (evidence.com ALONE)

Equipment cost estimate = \$125,000 (50 BWC only) (funded by rollover from 2020 General Budget (GB) unencumbered.)

Total 5 year estimated cost = \$325,000

New System

WatchGuard BWC and In-Car Video BWC – Quantity: 50

- Field of view 130 degrees
- Storage – 128 GB
- Video Resolution – 1080p, 720p and 480p
- Dual Microphones
- Automatic Uploading – upload from the field to PD when docked in the vehicles in-car cam system, uploaded by wireless connection.
- Integrated with in-car system – capturing synchronized video of an incident from multiple vantage points.
- Natural field of view – this eliminates the fisheye effect from a wide-angle lens that wraps video footage.
- Absolute Encryption – elevates data security with data encryption.
- Record After the fact – able to capture video from events days after the fact.
- Full shift (12hrs) battery life.
- Pre-event buffer
- Vertical Field of view – Electric Turret
- Unlimited data storage
- Unlimited users

HD Panoramic In-Car Video Cameras Quantity: 16

- Intuitive Control – icon driven user interface and direct access keys – easy operation.
- Fully integrated with BWC – one or more cameras can be synced to each other and in-car system ex. FTO & Rookie.
- Automatic triggers/Sync: System can be setup to activate once emergency lights are turned on, certain vehicle speed, BWC activation by either camera synced to it. Ex.#1) FTO activates his BWC and the rookie's camera turns on as well as the dash-cam. Ex.#2) Emergency lights are turned on, both BWCs plus the dash-cam are activated. Additional auto triggers – shotgun/rifle latch, K9 door, vehicle speed detector: any of which would trigger all cameras to come on.
- Upload Anywhere/Anytime – Recorded events are uploading wirelessly via cellular network from the vehicle to evidence storage-this will be tied into the current Spillman RMS/MDT system.
- Smart Event based resolution – system records in HD and SD and will save using the resolution configured by an event category.
- Full Panoramic HD Coverage – see everything in front of the patrol vehicle with a rotatable camera.
- Record after the fact – same as a BWC does.
- Dual Drive Recording – video is continuously recorded to the internal drive and all active recordings are written to internal and removable USB drive.
- Hard Drive Storage – 256 GB

- Integrated GPS, Speed and Location
- Intergraded Crash Detection
- Rear seat prisoner camera
- Up to 80 hrs of recording
- WatchGuard Evidence Library cloud base system – unlimited users and unlimited storage.
- Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support
- New Body worn Camera with battery in third year.

Cost per year = \$60,505 (including evidence cloud storage)

Five-year Total = \$302,525

Summary

For less than we spend on the Axon equipment + Evidence.com system, we will have higher quality BWC equipment and video, plus outfit all 16 patrol vehicles with in-car video, have automatic integration and download with our Spillman RMS which saves officers time and reduces human errors, have unlimited storage, automatic triggers and multi-camera views when triggered to protect the officers, the Department and City by capturing and preserving the proof of truth.

Financial Considerations: June of 2021 will require first year payment of \$60,505.00, \$39,560.00 of which is already budgeted to cover the annual cost of Evidence.com in PD GB. \$125,000.00 of unencumbered surplus from '20 PD GB was ear-marked for equipment cost of new BWC 5-year contract we are addressing here. Switching to Watch Guard will only require \$20,945 of the \$125,000.00 for this year and a yearly adjustment of the same to the GB going forward vs. 5-year injections of CIP funding.

Purpose/Mission:

Legal Considerations:

Attachments: Watch Guard Quote



Quote For:

**Dodge City Police Department
Attn: Drew Francis**

Reference:

4RE/V300Bundx16_+V300x34_VaaS_CADInteg

Quote By:

**WatchGuard Video
Kenny James**

Date: 04-09-21

FACT SHEET

MOTOROLA SOLUTIONS

Motorola Solutions is a global leader in mission-critical communications. Our technology platforms in communications, command center software, video security & analytics, and managed & support services make cities safer and help communities and businesses thrive.

We have a rich history of firsts, including pioneering mobile communications in the 1930s, making equipment that carried the first words from the moon in 1969 and developing the first commercial handheld cellular phone in 1983.

Today, our global employees are committed to designing and delivering the solutions our customers refer to as their lifeline. At Motorola Solutions, we are ushering in a new era in public safety and security.

TECHNOLOGY PLATFORMS



**MISSION-CRITICAL
COMMUNICATIONS**



**COMMAND CENTER
SOFTWARE**



**VIDEO SECURITY &
ANALYTICS**



**MANAGED &
SUPPORT SERVICES**

AWARDS

The Wall Street Journal Management Top 250,
No. 92, November 2019

WayUp Top 100 Internship Programs, August 2019

Fortune World's Most Admired Companies,
No. 3 in Networks and Other Communications
Equipment, January 2019

Forbes World's Best Employers, October 2018

Dow Jones Sustainability North American Index,
September 2018

CHAIRMAN & CEO

Greg Brown

HEADQUARTERS

500 W. Monroe
Chicago IL USA

MEDIA CONTACT

Brittany Kelly | 224-246-3914
brittnay.kelly@motorolasolutions.com

BY THE NUMBERS

\$7.3 BILLION

in annual sales (2018)

\$637 MILLION

in R&D spending (2018)

\$3.3 BILLION

in acquisitions spending since 2016

17,000+ EMPLOYEES

in 60 countries

100,000+ CUSTOMERS

in over 100 countries

6,900+ PATENTS

granted and pending

13,000 NETWORKS

across the globe



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		WatchGuard Video 415 E. Exchange Allen, TX 75002 (P) 800-605-6734 (F) 212-383-9661			
Issued To:	Dodge City Police Department - Attention: Drew Francis			Date:	04-09-21
Project Name:	4RE/V300Bundx16_+V300x34_VaaS_CADInteg			Quote ID:	WKJ-0044-04

Qty	Item #	Description
(34)	AAS-BWC-5YR-001 PaaS	<p>Body-worn camera and evidence management software - 5 Year Video-as-a-Service Package @ \$49 per Month</p> <p><u>Software, Hardware & Refresh:</u></p> <ul style="list-style-type: none"> • Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. <ul style="list-style-type: none"> ◦ User licenses on a per-device basis. ◦ EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included. • Body-worn camera (battery + choice of mount included) • Third year technology (Hardware) refresh. <p><u>Subscription, Support & Warranty:</u></p> <ul style="list-style-type: none"> • 5-year agreement (billed Quarterly or Annually) • Advanced hardware replacement service & 24/7 support • No-Fault hardware warranty
Subtotal Price (Excluding sales tax)		\$99,960.00

Qty	Item #	Description
(16)	AAS-ICV-BWC-5YR PaaS	<p>Integrated Body-worn camera and In-car video and evidence management software - 5 Year Video-as-a-Service Package @ \$189 per Month</p> <p><u>Software, Hardware & Refresh:</u></p> <ul style="list-style-type: none"> • Video-as-a-Service includes cloud-based evidence management system, with unlimited storage and unlimited cloud sharing. <ul style="list-style-type: none"> ◦ User licenses on a per-device basis. ◦ EvidenceLibrary.com and select CommandCentral Evidence capture, records, redaction and community engagement capabilities included. • Body-worn camera (choice of mount) <ul style="list-style-type: none"> ◦ Third year technology (Hardware) refresh. • CarDetector Mobile LPR w/ Vigilant LEARN (PlateSearch) • In-Car Video System (Choice of forward camera) <ul style="list-style-type: none"> ◦ Includes 200GB DVR, Control panel & Infrared cabin camera ◦ WiFi Dock ◦ HiFi wireless microphone kit, MiKroTik WiFi Kit & Smart Power Switch <p><u>Subscription, Support & Warranty:</u></p> <ul style="list-style-type: none"> • 5-year agreement (billed Quarterly or Annually) • No-Fault hardware warranty, Advanced hardware replacement service & 24/7 support
Subtotal Price (Excluding sales tax)		\$181,440.00

Qty	Item #	Description
(5)	AAS-BWC-XFS-DOC PaaS	<p>Transfer Station (8 Bay) Video-as-a-Service Package @ \$30 per Month</p> <ul style="list-style-type: none"> • 8-Bay Ethernet Transfer Station <ul style="list-style-type: none"> ◦ Ethernet Cable, Rack mount (optional) & Power Cord
Subtotal Price (Excluding sales tax)		\$9,000.00

Qty	Item #	Description
(1)	AAS-UPL-SVR-001 PaaS	<p>Upload Server - Video-as-a-Service Package @ \$100 per Month</p> <ul style="list-style-type: none"> • Upload Server <ul style="list-style-type: none"> ◦ Fast video offload, 8 TB of storage, 5 Year Warranty
Subtotal Price (Excluding sales tax)		\$6,000.00

Qty	Item #	Description
(3)	WAP-MIK-CON-802 PaaS	Mikrotik Wireless access point (include cable, wires, PoE injector and brackets)
Subtotal Price (Excluding sales tax)		\$675.00

Qty	Item #	Description
(5)	VIS-300-BAT-RMV PaaS	V300 removable battery
Subtotal Price (Excluding sales tax)		\$450.00

Qty	Item #	Description
(1)	SVC-4RE-REM-400 PaaS	WatchGuard Tech Services onsite deployment - SW config, setup, testing, admin and user training
Subtotal Price (Excluding sales tax)		\$5,000.00

Qty	Item #	Description
(43)	WGS00208 PaaS	Basic CAD Integration <ul style="list-style-type: none"> Spillman (Motorola CAD) No Charge
Subtotal Price (Excluding sales tax)		\$0.00

**Purchase as a Service (PaaS)
Financial Profile**

Total Price:	\$302,525.00
Contract Term:	5 Years
Monthly Payments:	\$5,042.08
Annual Invoice:	\$60,505.00

Quote Notes:

- Title and risk of loss for the Equipment will pass to Customer upon shipment by Motorola, notwithstanding any other terms and conditions.
- Payment Terms: (net 30 days) - Equipment upon shipment; Installation upon completion; Services and Subscription Agreements upfront
- This quote is valid for 90 days from date of issue.

Quoted by: Kenny James - Regional Sales Manager - 800-605-6734 - kenny.james@motorolasolutions.com

Total Price (Excluding sales tax)	\$302,525.00
Amortized	\$302,525.00
Due Now	\$0.00
Annual Invoice (Excluding sales tax)	\$60,505.00



WATCHGUARD V300 **CONTINUOUS-OPERATION BODY CAMERA**

The WatchGuard V300 continuous-operation body camera with detachable battery, wireless uploading and expansive storage addresses law enforcement's need for cameras to operate beyond a 12-hour shift.



KEY FEATURES

DETACHABLE BATTERY – Easily change the WatchGuard V300's rechargeable battery while on the go. Keep an extra battery at the ready for unexpectedly long shifts, extra shifts or part-time jobs where a body camera is required.

AUTOMATIC WIRELESS UPLOADING – Send critical video back to headquarters while still in the field. When docked in the vehicle, the V300 uploads to evidence management systems via wireless networks like LTE and FirstNet, anytime, anywhere.

INTEGRATED WITH IN-CAR SYSTEM – One or more V300 cameras and a WatchGuard 4RE® in-car system can work seamlessly as a single system, capturing synchronized video of an incident from multiple vantage points.

NATURAL FIELD OF VIEW – Eliminate the fisheye effect from wide-angle lenses that warps video footage. Our distortion correction technology provides a clear and complete evidence review process.

ABSOLUTE ENCRYPTION – Elevate your data security with encryption at rest and in transit technology. V300 guards your data and your reputation.

RECORD-AFTER-THE-FACT – Go back in time and capture video from events days after they happened, even when a recording wasn't automatically triggered or initiated by the officer. Don't rely on mere seconds of pre-event buffering to prove your case.

SPECIFICATIONS

Weight
6.8 ounces

Depth
1 1/8"

Storage
128 GB

IP Rating
IP 67

Resolution
1080p, 720p and 480p

Microphones
Dual

Vertical Field of View
Electronic Turret +15° /- 20°

Field of View
130°

Encryption
At rest and in transit



For more information, visit www.watchguardvideo.com



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WATCHGUARD 4RE®

HD PANORAMIC IN-CAR VIDEO SYSTEM

Simple controls, HD cameras, wireless uploads and full integration with body-worn cameras have made the WatchGuard 4RE the world leader for in-car video policing.



KEY FEATURES

INTUITIVE CONTROL – Icon-driven user interface and direct access keys make operation quick and simple.

FULLY INTEGRATED WITH BODY CAMERA – The WatchGuard 4RE In-Car system and one or more body-worn cameras can work seamlessly, capturing synchronized video of an event from multiple vantage points.

UPLOAD ANYWHERE, ANYTIME – Recorded events are uploaded wirelessly via cellular network from vehicle to evidence storage with no officer involvement.

SMART, EVENT-BASED RESOLUTION RECORDING – Record simultaneously in HD and SD and automatically save using a resolution configured to the event category.

FULL PANORAMIC HD COVERAGE – See everything in front of the patrol car with the stunning video quality of a rotatable HD camera and an HD panoramic camera, all in one compact, rugged housing.

NEVER MISS AN INCIDENT – RECORD AFTER THE FACT provides the power to go back in time and capture important evidence days after it happened, even when record wasn't pressed.

DUAL DRIVE ARCHITECTURE – Video is continuously recorded to the internal Solid State Hard Drive (SSHD) and all active recordings are written to both the internal hard drive and the removable USB Flash Drive, providing event transfer options and backup.



Full Coverage, Full Detail
Panoramic X2 Camera



Zero Impact On Line Of Sight
Zero Signature (Zs) Camera



12X Optical Zoom
Hd Mini Zoom Camera



Infrared Illumination
Infrared Cabin Camera



Added Viewing
Side Of Rear-Facing Camera

SPECIFICATIONS

Hard Drive Storage Capacity
256GB

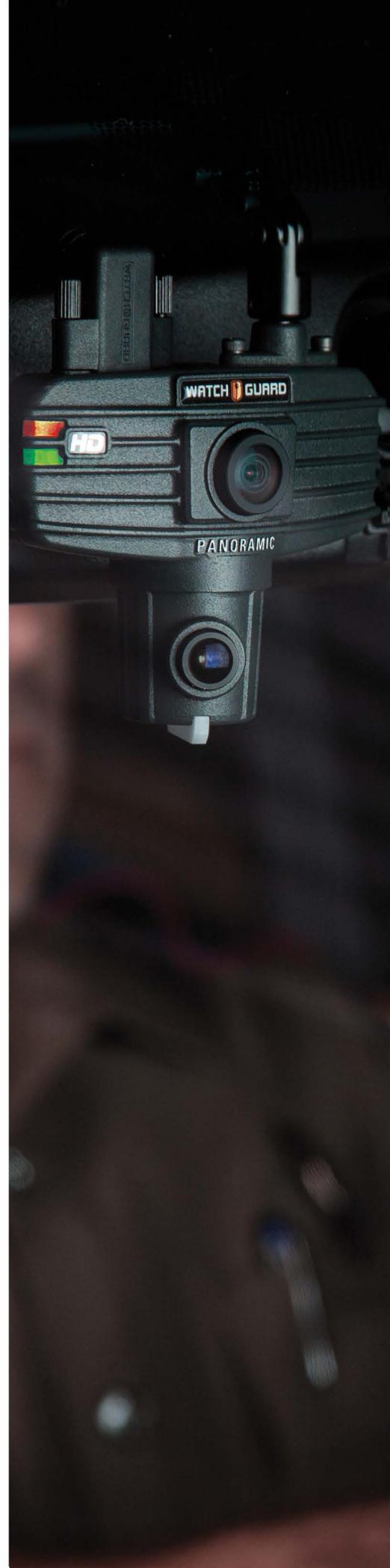
Certified to Military Specification
MIL STD 810-G

Operation Conditions
-40 °F to 185 °F

Integrated and GPS for Speed and Location
YES

Integrated Crash Detection
YES

Hours of Recording
Up to 80 hours



For more information, visit motorolasolutions.com/in-car



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VIDEO-AS-A-SERVICE

GET YOUR CAMERAS AND GET GOING

Our simple pay-as-you-go program helps you get everything needed for your body-worn and in-car camera video policing program without any upfront investment.

As the requirement for law enforcement video systems continues to grow, the obstacles to acquisition remain the same.

Raising funding and securing grants is difficult and time-consuming. Data storage and system maintenance costs are hard to predict. And video technology continues to mature, making a big investment potentially risky.

Motorola Solutions is overcoming these obstacles by delivering its body-worn cameras, in-car video systems, evidence management software and support services through Video-as-a-Service.

With no up-front investment required, you can deploy a new camera system and start using it immediately under a simple pay-as-you-go program. Everything you need is provided, including unlimited system users, unlimited data storage, 24/7 support and no-fault warranty coverage.

NO NEED TO RAISE FUNDS

Simply get what you need with no up-front investment and pay as you go. Turn a large capital investment into a manageable operation expense.

BUDGET PREDICTABILITY

Plan with confidence. The camera system, software, video storage and maintenance are included at a price that stays the same each month.

ASSURED PERFORMANCE

Get five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support, for assured performance and a worry-free experience.

TECHNOLOGY REFRESH

Receive free body-worn cameras and batteries during the program to refresh your inventory, keeping you current with the latest technology.



PACKAGE SUMMARY

	BODY-WORN CAMERAS	IN-CAR CAMERAS	INTEGRATED SYSTEM
Systems	WatchGuard V300 continuous-operation body-worn camera, detachable battery and camera mount.	WatchGuard 4RE® in-car video system, CarDetector Mobile LPR and PlateSearch® software, infrared cabin camera, choice of forward-facing HD camera, HiFi microphone, WiFi upload kit and smart power switch.	Body Camera System + In-Car System + WiFi access point/body-worn camera dock for a seamless, integrated camera system.
Evidence Management	WatchGuard EvidenceLibrary.com cloud-based management system. Unlimited users, unlimited storage, unlimited sharing.		
Support	Five years of no-fault hardware warranty, advance hardware replacement and 24/7 phone support.		
Refresh	New body-worn camera with battery in third year.		New body-worn camera with battery in third year.

For more information, please visit motorolasolutions.com/video-as-a-service





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: May 12, 2021
Subject: Approval of Design Agreement for South WWTP Expansion, SS 2101
Agenda Item: New Business

Recommendation: Approve the Design Agreement/Scope of Services for the South WWTP Expansion with PEC Consultants for \$546,000.00 for Phase 1 of the design.

Background: With the announcement that Hilmar Cheese will be building a facility in Dodge City, we must start the preparation for there facility. One of the biggest items is the need to expand the South WWTP and Irrigation ground to accommodate the increase of wastewater flow from the plant and the expected municipal growth. Due to Hilmar's construction schedule and the length of time it takes for the WWTP expansion the design schedule will be aggressive.

Justification: With new Hilmar Facility, the city has to expand its infrastructure to meet the needs of the new facility along with the expected growth in population.

Financial Considerations: This phase of design with PEC is for \$546,000.00. Funding for the design work will be from GOB which will be issued for the project.

Purpose/Mission: This project aligns with the City's Core Value of Ongoing Improvements.

Legal Considerations: The City will be entering into a contract with PEC Consultants and will be bound by the provisions of this contract.

Attachments: The Consulting Service Agreement/Scope of Services and Fee from PEC Consultants.



May 14, 2021

Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Reference: AGREEMENT for Dodge City Water and Wastewater Systems Expansion
PEC Project No.: 35-210263-000-1009

Dear Mr. Slattery:

Professional Engineering Consultants, P.A. (“PEC”) is pleased to provide professional services to City of Dodge City (“Client”) in connection with the referenced Project, and in accordance with this letter agreement (“Agreement”). The services to be performed by PEC (“the Services”) are described in Exhibit A – Services, Schedule, and Payment (attached and incorporated by reference) and are subject to the following terms and conditions.

Performance. PEC will perform the Services with the level of care and skill ordinarily exercised by other consultants of the same profession under similar circumstances, at the same time, and in the same locality. PEC agrees to perform the Services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to the Services and that are in effect as of the date when the Services are provided.

Client Responsibilities. To enable PEC to perform the Services, Client shall, at its sole expense: (1) provide all information and documentation regarding Client requirements, the existing site, and planned improvements necessary for the orderly progress of the Services; (2) designate a person to act as Client representative with authority to transmit instructions, receive instructions and information, and interpret and define Client requirements and requests regarding the Services; (3) provide access to, and make all provisions for PEC to enter the project site as required to perform the Services, including those provisions required to perform subsurface investigations such as, but not limited to, clearing of trees and vegetation, removal of fences or other obstructions, and leveling the site; (4) site restoration and repair, as needed following field investigations; (5) establish and periodically update a project budget, which shall include a contingency to cover additional services as may be required by changes in the design or Services; and (6) timely respond to requests for information and timely review and approve all design deliverables. PEC shall be entitled to rely on all information and services provided by Client. Client recognizes field investigations may damage existing property. PEC will take reasonable precautions to minimize property damage whenever field investigations are included in the Services.

Payment. Invoices will be submitted periodically and are due and payable upon receipt. PEC reserves the right to suspend the Services and withhold deliverables if the Client fails to make payment when due. In such an event, PEC shall have no liability for any delay or damage resulting from such suspension.

Work Product. PEC is the author and owner of all reports, drawings, specifications, test data, techniques, photographs, letters, notes, and all other work product, including in electronic form, created by PEC in connection with the Project (the “Work Product”). PEC retains all common law, statutory, and other reserved rights in the Work Product, including copyrights. The Work Product may not be reproduced or used by the Client or anyone claiming by, through or under the Client, for any purpose other than the purpose for which it was prepared, including, but not limited to, use on other projects or future modifications to the Project, without the prior written consent of PEC. Any unauthorized use of the Work Product shall be at the user’s sole risk and Client shall indemnify PEC for any liability or legal exposure arising from such unauthorized use. To the extent PEC terminates this Agreement due to non-payment by Client shall not be entitled to use the Work Product for any purpose without the prior written consent of PEC.

Unless otherwise agreed by Client and PEC, Client may rely upon Work Product only in paper copy (“hard copy”) or unalterable digital files, with either wet or digital signature meeting the requirements of the governing licensing authority having jurisdiction over the Project. In all instances, the original hard copy of the Work Product takes precedence over electronic files. All electronic files furnished by PEC are furnished only for convenience, not reliance by Client, and any reliance on such electronic files will be at the Client sole risk.

Insurance. PEC and Client agree to each maintain statutory Worker’s Compensation, Employer’s Liability Insurance, General Liability Insurance, and Automobile Insurance coverage for the duration of this Agreement. Additionally, PEC will maintain Professional Liability Insurance for PEC’s negligent acts, errors, or omissions in providing Services pursuant to this Agreement.

Supplemental Agreements. Changes in the Services may be accomplished after execution of this Agreement only by a written Supplemental Agreement signed by PEC and Client. For any change that increases PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Differing, Concealed, or Unknown Conditions. If PEC encounters conditions at the Project site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the information provided to PEC or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities provided for in this Agreement, PEC will, if practicable, promptly notify Client before conditions are disturbed. Subsurface condition identification is limited to only those points where samples are taken. The nature and extent of subsurface condition variations across the site may not become evident until construction. PEC assumes no liability for site variations differing from those sampled or changed conditions discovered during construction. If the differing, concealed, or unknown conditions cause an increase in PEC’s cost of, or time required for performance of any part of the Services, PEC’s compensation and time for performance will be equitably increased.

Additionally, Client (1) waives all claims against PEC and (2) agrees to indemnify and hold harmless PEC as well as its respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys’ fees from all third-party claims resulting from differing, concealed, or unknown conditions.

Fast-Track, Phased or Accelerated Schedule. Accelerated, phased or fast-track scheduling increases the risk of incurring unanticipated costs and expenses including costs for PEC to coordinate and redesign portions of the Project affected by the procuring or installing elements of the Project prior to the completion of all relevant construction documents, and costs for the contractor to remove and replace previously installed work. If Client selects accelerated, phased or fast-track scheduling, Client agrees to include a contingency in the Project budget sufficient to cover such costs.

Force Majeure. PEC will not be liable to Client for delays in performing the Services or for any costs or damages that may result from: labor strikes; riots; war; acts of terrorism; acts or omissions of governmental authorities, the Project Client or third parties; extraordinary weather conditions or other natural catastrophes; acts of God; unanticipated site conditions; or other acts or circumstances beyond the control of PEC. In the event performance of the Services is delayed by circumstances beyond PEC's control, PEC's compensation and time for performance will be equitably increased.

Construction Means; Safety. PEC shall have no control over and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for construction safety precautions and programs. PEC shall not be responsible for the acts or omissions of any contractor, subcontractor or any other person performing any work (other than the Services), or for the failure of any of them to carry out their work in accordance with all applicable laws, regulations, codes and standards, or the construction documents.

Cost Estimates. Upon request, PEC may furnish estimates of probable cost, but cannot and does not guarantee the accuracy of such estimates. All estimates, including estimates of construction costs, financial evaluations, feasibility studies, and economic analyses of alternate solutions, will be made on the basis of PEC's experience and qualifications and will represent PEC's judgment as a design professional familiar with the construction industry. However, PEC has no control over (1) the cost of labor, material or equipment furnished by others, (2) market conditions, (3) contractors' methods of determining prices or performing work, or (4) competitive bidding practices. Accordingly, PEC will have no liability for bids or actual costs that differ from PEC's estimates.

Termination. Both the Client and PEC have the right to terminate this Agreement for convenience upon fifteen calendar days' written notice to the other party. In the event the Client terminates this Agreement without cause, PEC shall be entitled to payment for all Services performed and expenses incurred up to the time of such termination, plus fees for any required transition services, and reimbursement of all costs incurred which are directly attributable to such termination.

Environmental Hazards. Client acknowledges that the Services do not include the detection, investigation, evaluation, or abatement of environmental conditions that PEC may encounter, such as mold, lead, asbestos, PCBs, hazardous substances (as defined by Federal, State or local laws or regulations), contaminants, or toxic materials that may be present at the Project site. Client agrees to defend, indemnify, and hold PEC harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of PEC. PEC may suspend the Services, without liability for any damages, if it has reason to believe that its employees may be exposed to hazardous materials.

Betterment. PEC will not be responsible for any cost or expense that provides betterment, upgrade, or enhancement of the Project.

Dispute Resolution. The Client and PEC will endeavor to resolve claims, disputes and other matters in issue arising out of this Agreement, the Project or the Services through a meet and confer session. The meeting will be attended by senior representatives of Client and PEC who have full authority to

resolve the claim. The meeting will take place within thirty (30) days after a request by either party, unless the parties mutually agree otherwise. Prior to the meeting, the parties will exchange relevant information that will assist in resolving the claim.

If the parties resolve the claim, they will prepare appropriate documentation memorializing the resolution.

If the parties are unable to resolve the claim, PEC and Client agree to submit the claim to mediation prior to the initiation of any binding dispute resolution proceedings (except for PEC claims for nonpayment). The mediation will be held in Wichita, Kansas, and the parties will share the mediator's fees and expenses equally.

Jurisdiction; Venue; Governing Law. To the fullest extent permitted by law, PEC and Client stipulate that the Eighteenth Judicial District, District Court, Sedgwick County, Kansas is the court of exclusive jurisdiction and venue to determine any dispute arising out of or relating to this Agreement, the Project or the Services. PEC and Client further agree that this Agreement shall be construed, interpreted and governed in accordance with the laws of the State of Kansas without regard to its conflict of laws principles.

Indemnity. To the fullest extent permitted by law, Client and PEC each agree to indemnify and hold harmless the other, as well as their respective officers, directors and employees, from and against liability for claims, losses, damages, and expenses, including reasonable attorneys' fees, provided such claim, loss, damage, or expense is attributable to bodily injury, sickness, disease, death, or property damage, but only to the extent caused by the negligent acts or omissions of the indemnifying party, or anyone for whose acts they may be liable.

Agreed Remedy. To the fullest extent permitted by law, the total liability, in the aggregate, of PEC and PEC's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to this Agreement, the Services, or the Project, from any cause and under any theory of liability, shall not exceed PEC's total fee under this Agreement. In no event will PEC be liable for any indirect, incidental, special or consequential damages, including, without limitation, loss of use or lost profits, incurred by Client or anyone claiming by, through or under Client.

Assignment. Client will not assign any rights, duties, or interests accruing from this Agreement without the prior written consent of PEC. This Agreement will be binding upon the Client, its successors and assigns.

No Third-Party Beneficiaries. This Agreement is solely for the benefit of PEC and Client. Nothing herein is intended in any way to benefit any third party or otherwise create any duty or obligation on behalf of PEC or Client in favor of such third parties. Further, PEC assumes no obligations or duties other than the obligations to Client specifically set forth in this Agreement. PEC shall not be responsible for Client obligations under any separate agreement with any third-party.

Entire Agreement. This Agreement represents the entire and integrated agreement between PEC and Client and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may only be amended by a writing signed by PEC and Client.

Severability. If any provisions of this Agreement is determined to be unenforceable, in whole or in part, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

Mr. Ray Slattery, P.E.
City of Dodge City
WWTP Expansion Evaluation
May 14, 2021
Page 5

Thank you for engaging PEC; we look forward to working with you. If this Agreement is acceptable, please sign below and return an executed copy to me. Receipt of the executed copy will serve as PEC's notice to proceed with the Services.

Sincerely,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.



Nicole D. Franken, P.E.
Project Manager

NDF:hsr

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____, Signatory

Printed Name: Michael D. Kelsey, P.E.

Title: Principal, Municipal Division Manager

Date: May 14, 2021

ACCEPTED:

CITY OF DODGE CITY

By: _____

Title: _____

Date: _____

EXHIBIT A

A. Project Description

1. Water/Wastewater System Expansion Preliminary Design Services
 - a) The wastewater expansion required for accommodating a new large industrial user (the User) is anticipated to include:
 - 1) One new primary lift station to convey all National Beef Packing Company, LLC (NBP) wastewater (process and domestic) to the south wastewater treatment plant (WWTP). The lift station will be sized to handle approximately 5.0-5.5 MGD of flow.
 - 2) One new lift station to convey the Users wastewater (process and domestic) to the intermediate lift station. The User's lift station will be sized to handle approximately 1.5-2.0 MGD of flow based on typical facility operations.
 - 3) One new intermediate lift station with separate wetwells for NBP and the User and pH monitoring of the User's wastewater.
 - 4) Modifications to the existing primary lift station and intermediate lift station to disconnect NBP and reroute the existing forcemain to the new NBP and intermediate lift stations.
 - 5) Expansion of the south WWTP including one new anaerobic lagoon cell, one new aerobic lagoon cell, one new facultative lagoon cell, a new control structure, modifications to the existing irrigation pump stations, a new irrigation pump station, expansion of the irrigation system distribution system, and an approximately 560 square-foot additional gas handling building. Lagoon cells will be lined with concrete (bottom and side slopes).
 - 6) Process improvements for the User including pH monitoring, chemical dosing system and a wastewater sidestream feed system.
 - 7) Improvements to the existing wastewater treatment facility including modifications/repairs to the splitter box and slope paving repairs/additions.
 - b) The water supply system expansion required to accommodate a new large industrial user is anticipated to include:
 - 1) Update to the water distribution system model to reflect current conditions in the existing system and the User's anticipated demands.
 - 2) Evaluate the water model to assist in determining distribution system improvements for the water and fire service requirements of the User.
 - 3) Addition of one new water supply well and associated one-story 300 square-foot precast concrete wellhouse, access road, earthwork, pump, piping and appurtenances. The wellhouse will not include chlorine feed equipment.
 - c) The Phase 1 wastewater collection and treatment scope of services includes project management, preparing a Preliminary Engineering Report (PER), preparing a preliminary layout of improvements, preparing a hydraulic model of the irrigation system for design of system improvements, reviewing land acquisition requirements based on the preliminary layout, performing topographic surveys and geotechnical investigations based on the preliminary layout of

improvements, preparing 20% design documents for soliciting contractor qualifications, easement preparation, facilitating the Design-Build contractor selection process. After selection of the Design-Build contractor, a Guaranteed Maximum Price (GMP) for the construction contract will be presented to the CLIENT. If the CLIENT accepts the proposed GMP, PEC shall add the Phase II scope of work by supplemental agreement.

- d) The Phase 2 scope of services includes project management, preparation of interim and final design submittals, and construction services for the construction packages. The scope of work and associated fees for the Phase 2 services will be requested through a separate agreement.

B. Anticipated Project Schedule

- 1. PEC anticipates that the Phase 1 scope of services will be completed per the attached preliminary schedule from the date when the signed notice to proceed is received. A detailed schedule will be developed with the CLIENT and updated on a regular basis.
- 2. CLIENT acknowledges that directed changes, unforeseen conditions, and other delays may affect the completion of PEC's services. PEC will not have control over or responsibility for any contractor or vendor's performance schedule.

C. Phase 1 Scope of Services

- 1. Project Management
 - a) Development and management of the project schedule, preparation and distribution of project progress meeting agendas and minutes, development of information requests as required to complete the scope of services listed below, development of project progress reports to be submitted with invoices, and CLIENT communications.
 - b) Virtual bi-weekly progress meetings with the CLIENT and the User.
- 2. Preliminary Engineering Report (PER)
 - a) Prepare a PER for the project for submittal to the KDHE and/or agencies as required for project funding. The PER shall include a discussion of the following components:
 - 1) Existing wastewater infrastructure condition and capacity.
 - 2) Design criteria and assumptions.
 - 3) Alternatives evaluation for the collection system, including preliminary construction cost estimates and ongoing operation and maintenance (O&M) costs.
 - 4) Alternatives evaluation for the wastewater treatment facility, including preliminary construction cost estimates and ongoing operation and maintenance (O&M) costs.
 - 5) Final project selection basis, project implementation and schedule.
 - b) Conduct up to three review meetings with the CLIENT. Address CLIENT comments for preparation of the final PER.
 - c) Submit the PER to KDHE and/or other applicable funding entity. PER shall be signed and sealed by an engineer licensed in the State of Kansas.
 - d) Respond to comments as required to obtain approval of the PER.

3. Preliminary Design Services

- a) Prepare preliminary conceptual layouts for review with the CLIENT. Preliminary layouts shall identify landowners/required easements and land acquisition for discussion with CLIENT.
- b) Conduct up to two review meetings with the CLIENT and one review meeting with the CLIENT and KDHE together. Address CLIENT comments for preparation of the final preliminary concept layouts.
- c) Conduct field surveys per the attached limits maps to include:
 - 1) Phase 1:
 - i. Set inter-visible survey control points and establish location and elevation. Provide reference ties within the Force Main corridor.
 - ii. Collect orthorectified imagery of areas listed in paragraph “Project Deliverables (Phase 1)”.
 - iii. Recover Section Corner and property corners as required to enable drafting of boundary information to complete Easement Exhibits for Force Main corridor
 - 2) Phase 2 (provide the following services for the areas mentioned paragraph “Project Deliverables (Phase 2)” unless otherwise noted.
 - i. Perform the following addition horizontal/vertical control work in all areas except for the Force Main Alignment
 - Set inter-visible control points in area of construction. Obtain reference ties.
 - Set benchmark within building area for construction.
 - ii. Recover sufficient monumentation as required to enable drafting of boundary information for proposed irrigation line easement exhibits.
 - iii. Procure a maximum of forty (40) Ownership and Encumbrance Report(s) for subject parcel(s) required for Easement Exhibits.
 - iv. Collect topographic survey data, including surface locations sufficient to provide 1’ contours per the survey limits map(s) provided in this Contract.
 - v. Locate all above and below grade utility improvements. PEC will not be responsible for searching for utilities beyond utilizing the One Call system.
 - vi. Compare record information received from utility providers to actual utilities flagged in the field. Notify locating service of any discrepancies and make a reasonable effort to resolve in the field. Utilities identified in record information that cannot be resolved in the field will be drafted in the general alignment shown in the record information and will be specifically identified as “RECORD” on the deliverable drawing. PEC is not responsible for the accuracy of utility information not physically identified on-site.
 - vii. Locate all points of egress for any structures within the survey limits, including a Finished Floor Elevation (FFE) at each doorway.
 - viii. Locate all sanitary and storm sewer structures, such as area inlets, curb inlets, junction boxes, manholes, etc., the top of structure information will be collected as well as all flowlines in and out, and pipe size/material.

- ix. Locate all buildings and substantial features, including sidewalks, paving limits/type, playground areas/equipment, landscape areas, etc.
 - x. Any specimen trees six (6) caliper inches and larger shall be identified/shown. Groups of trees will be shown as a dripline only.
 - xi. The coordinate base will be Kansas State Plane NAD 83(2011) – South Zone and the elevations will be referenced to the NAVD 88 datum.
- 3) Easement Exhibits
- i. Provide a maximum of forty (40) exhibits depicting required easements through private property for the Northern Natural Gas pipeline relocation, User’s forcemain, facultative lagoon, irrigation piping, and intermediate lift station.
 - Exhibit will include a map of the easement and a legal description of the easement.
 - Easement will be sealed by a Licensed Land Surveyor in the State of Kansas
- 4) Provide staking locations for soil borings.
- 5) Provide boundary survey and legal description for approximate 80-acre Facultative Cell limits.
- d) Conduct a geotechnical investigation to include:
- 1) Use an appropriate One-Call utility locate system prior to arriving onsite.
 - 2) Subsurface borings and depths as shown below:

Boring No.	Location	Depth
B-1	New NBP Lift Station	20 ft
B-2	New Hilmar Lift Station	20 ft
B-3	New Intermediate Lift Station	20 ft
B-4, B-5	New Anaerobic Cell	50 ft (cell depth 30 ft)
B-6, B-7	New Aerobic Cell	40 ft (cell depth 20 ft)
B-8	New Gas Handling Building	20 ft
B-9 to B-22	New Facultative Cell	37 ft (cell depth 17 ft)
B-23	New Irrigation Station	20 ft
B-24	Wellhouse	20 ft

- 3) Obtain relatively undisturbed soil samples (Shelby Tubes).
- 4) Grab/bulk samples from auger cuttings will be obtained depending on site conditions.
- 5) Laboratory testing will be performed to determine the following index and engineering properties:
 - Moisture Content
 - Density
 - Atterberg Limits
 - Percent Passing #200 sieve
 - Falling head permeability (3 samples for lagoon cells)
 - Swell/Consolidation
 - Unconfined compressive strength

- 6) Geotechnical report, including boring logs, soil descriptions and classifications, groundwater elevations at the time of drilling, and laboratory test results.
- 7) Geotechnical recommendations, including deep and shallow foundation design parameters, earthwork, excavation, soil stabilization, and controlled fill.
- 8) Boreholes will be plugged with sodium bentonite, auger cuttings (spoils) and capped with similar materials.
- 9) General cleanup of the site.
- e) Identify utilities within the Project limits and coordinate resolution of potential conflicts with each utility company. All identified utilities shall be shown on the 20% design plans.
- f) Prepare 20% design plans, specifications, and cost estimate. Submit 20% design documents to CLIENT for review.
- g) Prepare draft Contractor qualifications solicitation documents. Submit draft Contractor qualifications solicitations documents to CLIENT for review.
- h) Review 20% design documents and Contractor qualifications solicitation documents with CLIENT. Address CLIENT comments to finalize 20% design plans and Contractor qualifications solicitation documents.
- i) Submit Contractor qualifications solicitation and 20% design documents to up to four Contractors per design package. Conduct one pre-submittal meeting to discuss the project with potential Contractors and one review meeting with the CLIENT after submittals are received. Provide notification of award to the selected Contractor.
- j) Review the Contractor's GMP and proposed schedule for construction of the Project with the CLIENT.
- k) Determine permits needed or potential permit modifications from local, state, and federal entities for the Project. Prepare a memorandum summarizing permitting requirements/modifications, as required.

D. Deliverables:

- 1. Phase 1 Deliverables shall include:
 - a) Draft and final PER.
 - b) Draft and final preliminary conceptual layouts.
 - c) Draft and final 20% design documents.
 - d) Draft and final Contractor qualifications solicitation documents.
 - e) Draft and final permitting memorandum (as required).
 - f) Signed and sealed Geotechnical Report.
 - g) Orthorectified RGB (color) imagery of the following:
 - 1) 100' wide corridor following proposed Force Main alignment (US Hwy 56/400 to South WWTP)
 - 2) Primary Lift Station area
 - 3) Proposed Intermediate Lift Station Area
 - 4) South WWTP
- 2. Phase 2 Deliverables shall include:
 - a) Provide Civil3D (dwg) deliverable of the following:

- 1) 60' wide corridor following proposed Force Main alignment (US Hwy 56/400 to South WWTP) centered on proposed alignment provided by the design team.
 - 2) Primary Lift Station area.
 - 3) Proposed Intermediate Lift Station Area.
 - 4) South WWTP.
 - 5) 20' wide corridor centered on the proposed irrigation line alignment west and south of the South WWTP. Alignment to be provided by the design team.
 - 6) Facultative Cell
- b) Civil3D (dwg) deliverable files to include the following for each of the areas mentioned above:
- 1) Surface model.
 - 2) Annotated underground utilities.
 - 3) Annotated above-ground features and utilities.
 - 4) Boundary information (including foreign easements) drafted from data provided in Ownership and Encumbrance Report(s). Linework is for reference only and does not constitute a Boundary Survey.
 - 5) Sanitary/Storm Sewer manhole information.
 - 6) Horizontal Control Point and Benchmark description and reference ties.
 - 7) Survey points with position and survey code information from data collected in the field.

E. Additional Responsibilities of CLIENT:

1. The CLIENT agrees to provide the following pursuant to PEC accomplishing the Scope of Services outlined herein:
 - a) Provide information for the sanitary sewer system, lift stations, forcemains, utilities, flows, operations, etc., as requested and available.
 - b) Provide any plans or reports available for proposed future improvements and development.
 - c) Provide information required from the User or NBP as required for the project.
 - d) Participate in Project discussions and review meetings.
 - e) Review documents and provide comments and input.
 - f) Provide and coordinate access as required for Project needs.
 - g) Any required permit fees, land acquisition/easement/right-of-way fees, or laboratory fees for requested sampling shall be paid by the CLIENT.
 - h) Acquire leases, properties, easements, or other land acquisition required for the project. PEC shall provide the required documentation for CLIENT to acquire land.
 - i) CLIENT shall coordinate with landowners for access and testing, as required.
 - j) Assuring that private utilities, not located by an appropriate One-Call utility locate system, are identified prior to field investigations, or have made arrangements for a Client representative with knowledge of such utilities to meet onsite prior to commencement of drilling activities.
 - k) Provide information related to known and/or potentially hazardous subsurface conditions and/or history of site contamination.
 - l) Provide right of entry for PEC's personnel in performing site visits, field surveys and inspections.

F. Excluded from Phase 1 services (potentially included in future phases):

1. Phase 2 scope of work including final design, construction administration services, resident project representative services, materials testing services, construction staking, and construction of improvements.
2. Design and construction of wastewater service connections for the User.
3. Design and construction of a fire suppression loop for the User.
4. Design and construction of water service connections for the User.
5. Design and construction of additional water supply wells and associated well houses, dependent on the evaluation of water rights and well planning.
6. Platting and zoning requirements or changes.
7. ALTA Land Title Surveys.

G. Phase 1 PEC Fees & Reimbursable Expenses:

1. PEC’s Fee for its Scope of Services will be on a lump sum basis including reimbursables outlined in the table below:

Task	Fee
Project Management	\$25,000
Water Modeling	\$15,000
Preliminary Engineering Report	\$50,000
Preliminary Conceptual Layouts	\$55,000
Survey	\$161,000
Geotech	\$41,000
20% Design Documents (Total)	\$135,000
NBP Primary Lift Station/Primary Lift Station Improvements	\$20,000
The User’s Lift Station	\$11,000
Intermediate Lift Station	\$22,000
The User’s Forcemain	\$20,000
WWTP Expansion	\$25,000
Irrigation System Expansion	\$25,000
Water Supply Well/Wellhouse	\$12,000
Contractor Selection	\$35,000
Easement Preparation	\$29,000
Phase 1 Total Fees:	\$546,000

2. Reimbursable Expenses shall include Ownership and Encumbrance (O&E) Report purchase expenses, permit application fees, filing fees, and laboratory testing fees.
3. Taxes are not included in PEC’s Fees. CLIENT shall reimburse PEC for any sales, use, and value added taxes which apply to these services.

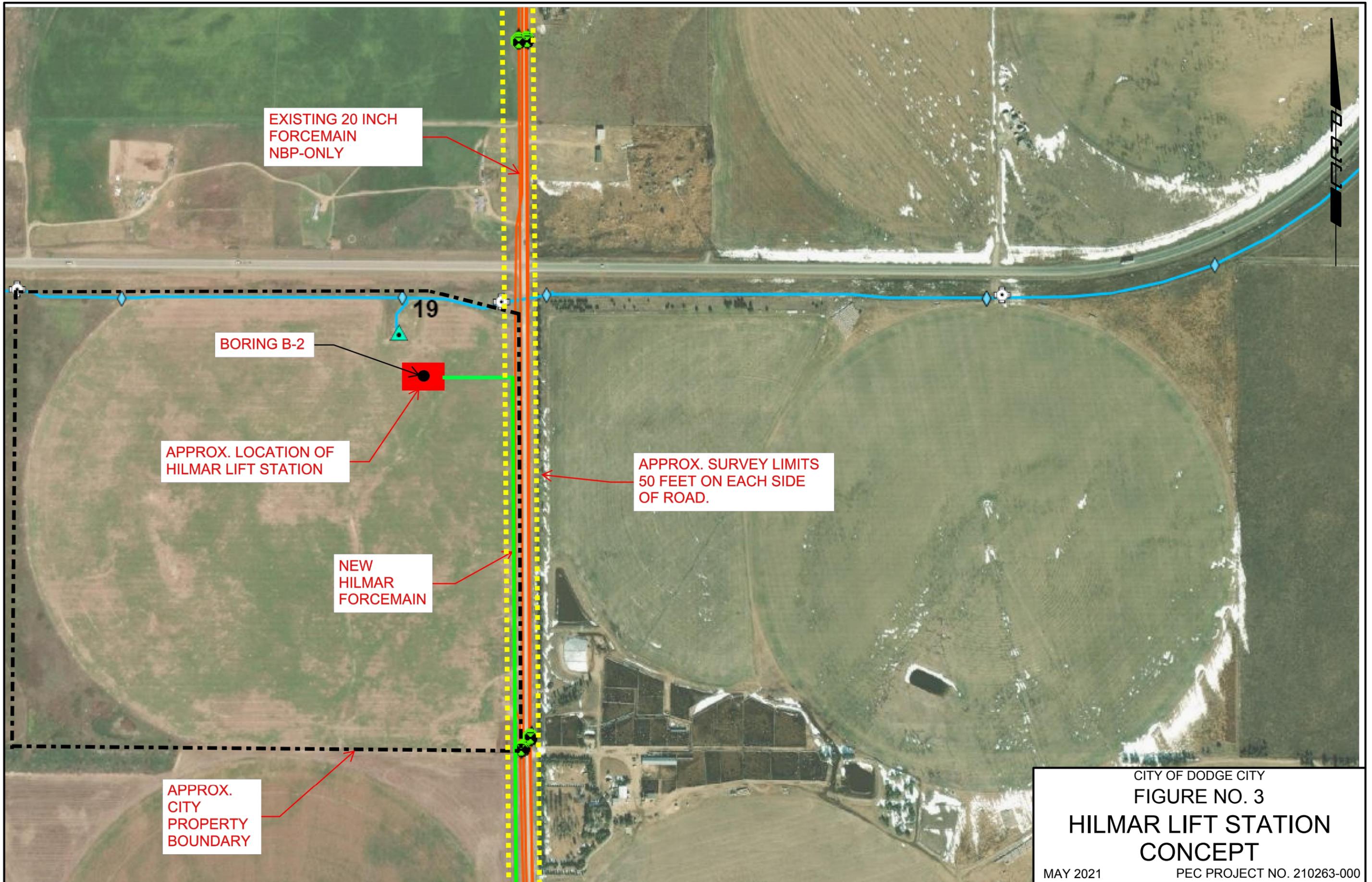
TASK	SUB TASK	DURATION (DAYS)	START	FINISH
PHASE 1 - Preliminary Design				
PER				
	Draft PER for Internal QC	75	0	75
	Draft PER to Client	7	75	82
	Draft PER Review Meeting	7	82	89
	Final PER to KDHE	10	89	99
Preliminary Layouts				
	Draft Preliminary Layouts for Internal QC	75	0	75
	Confirm land acquisition requirements	3	75	78
	Draft Preliminary Layout to Client	7	78	85
	Draft Preliminary Layout Review Meeting	7	85	92
	Final Preliminary Layout to Client	7	92	99
Contractor Selection				
	Draft qualifications solicitation documents	14	99	113
	Qualifications solicitation	21	113	134
	Qualifications review	7	134	141
	Contractor selection	7	141	148
Survey/Geotech Fieldwork				
	Fieldwork	15	99	114
	Drawing/report preparation	30	114	144
20% Design Documents				
	20% for Internal QC	90	148	238
	20% to Client	7	238	245
	20% Review Meeting	7	245	252
	Final 20% to Client	7	252	259
	KDHE Coordination Meeting	14	259	273
GMP Submittal				
	Draft GMP for Internal Discussion	45	273	318
	Draft GMP Internal Review Meeting	7	318	325
	Final GMP to Client/Approval	7	325	332
Easement Preparation				
	Draft easement documents	45	273	318
	Final easement documents	21	318	339

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CONCEPT.DWG



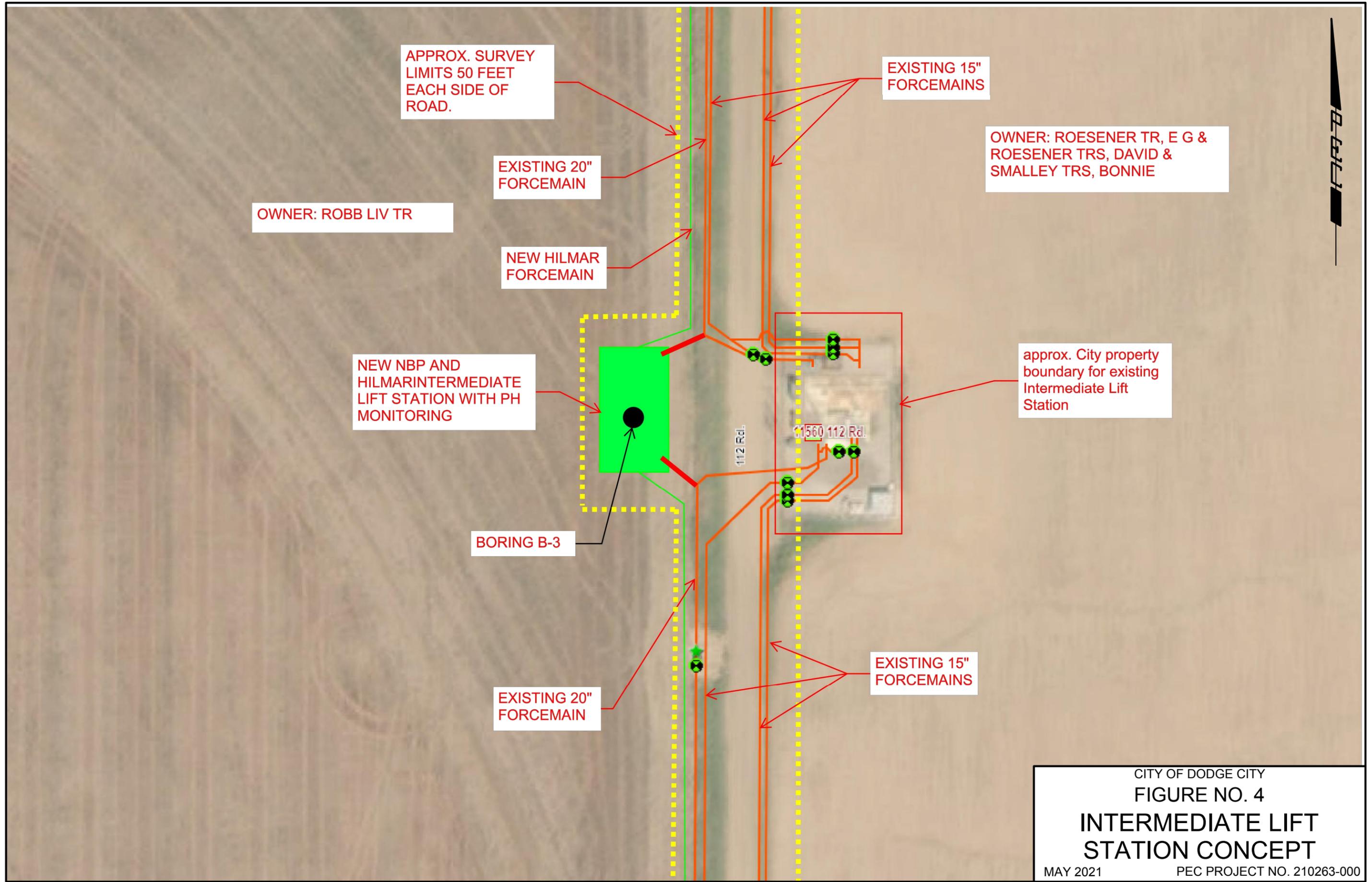
CITY OF DODGE CITY
FIGURE NO. 2
PRIMARLY LIFT STATION
CONCEPT
MAY 2021
PEC PROJECT NO. 210263-000

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U:\WICHTA-CIVIL\2021\210263\000\MUNIDRAWINGS\CONCEPT LAYOUT MARKUPS\FIGURE 3 CHEESE PLANT LS
CONCEPT.DWG

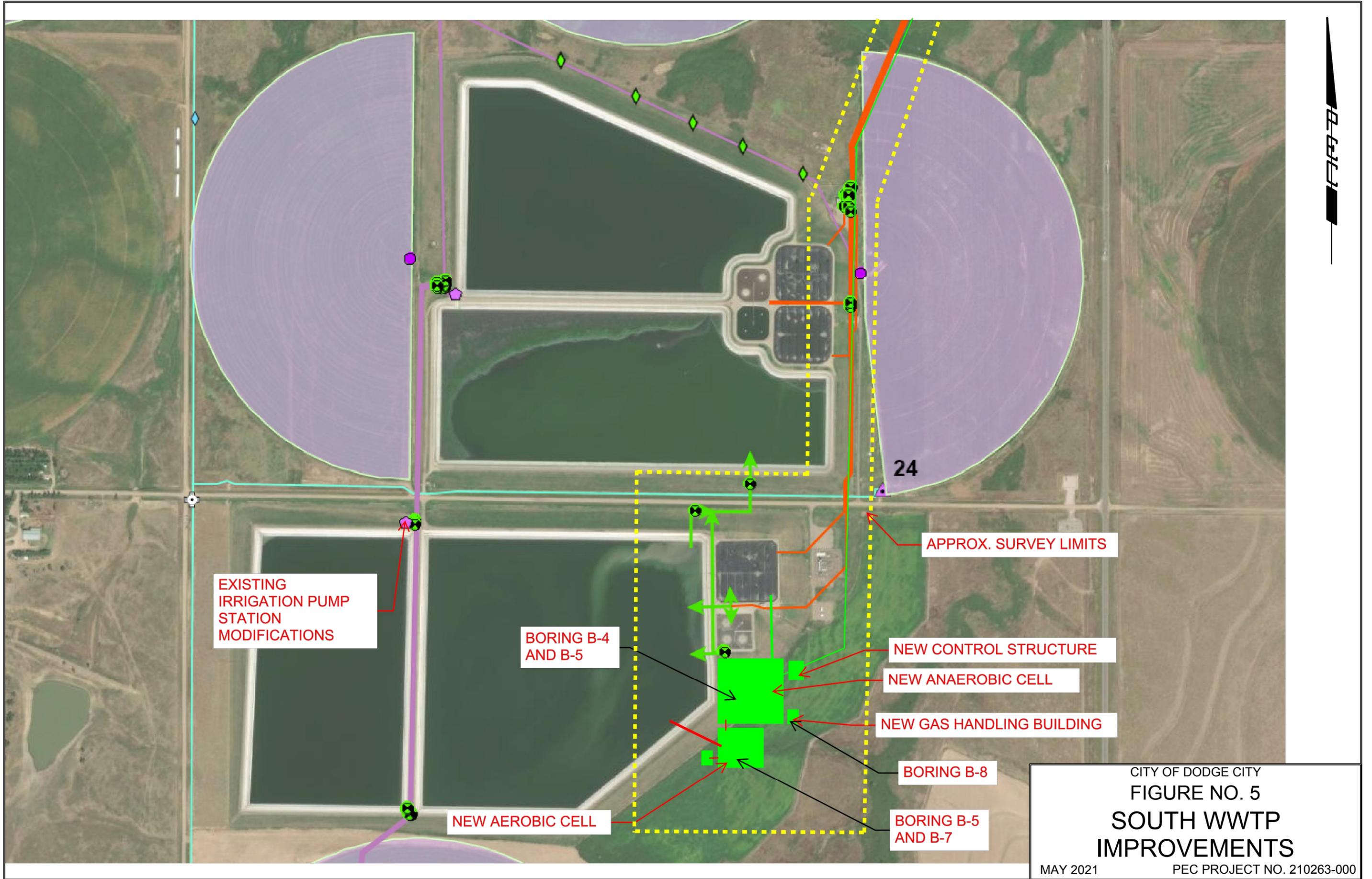


CITY OF DODGE CITY
FIGURE NO. 3
HILMAR LIFT STATION
CONCEPT
MAY 2021
PEC PROJECT NO. 210263-000

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U:\WICHTA-CIVIL\2021\210263\000\MUNI\DRAWINGS\CONCEPT LAYOUT MARKUPS\FIGURE 4 INTERMEDIATE LS
CONCEPT.DWG



SAVED 5/12/2021 11:08:40 AM BY CHRIS.EPP
PLOTTED 5/12/2021 11:08:50 AM BY CHRIS.EPP
U:\WICHTA-CIVIL\2021\210263\000\MUNI\DRAWINGS\CONCEPT LAYOUT MARKUPS\FIGURE 5 SOUTH WWTP
IMPROVEMENTS.DWG



CITY OF DODGE CITY
FIGURE NO. 5
SOUTH WWTP
IMPROVEMENTS
MAY 2021
PEC PROJECT NO. 210263-000

Possible Irrigation Layout

