

# **CITY COMMISSION AGENDA**

City Commission Chambers  
Monday, March 3, 2008 7:00 p.m.  
MEETING #4700

## **CALL TO ORDER**

## **ROLL CALL**

## **INVOCATION**

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Keep America Beautiful Great American Cleanup

**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).

City Character Trait for March is COMPASSION. Presented by Jane Longmeyer, Human Resources Officer.

Update on Master Tourism Plan. Presented by Heberling & Associates

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, February 18, 2008
2. Appropriation Ordinance No. 5, March 3, 2008
3. Approval of Cereal Malt Beverage License
  - a. Taqueria Mexico, 1010 E. Wyatt Earp, Dodge City, KS

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

Discussion of Professional Services to Update Sewer Master Plan, Professional Engineering Consultants, P.A. (PEC). Presented by Joe Finley, Director of Engineering Services.

Approval of Supplemental Agreement with PEC for Test Drilling for Well 1 & 15. Presented by Joe Finley, Director of Engineering Services.

## **OTHER BUSINESS**

**EXECUTIVE SESSION**

Discussion of Client/Attorney Privileged Matters Regarding Pending Litigation

**NEW BUSINESS**

Authorization for Approval of Proposed Settlement of MTBE Litigation. Presented by Ken Strobel, City Manager.

**ADJOURNMENT**

# PROCLAMATION



WHEREAS, Keep America Beautiful, Inc., a national nonprofit organization dedicated to helping individuals improve their community environments, has established the Great American Cleanup as its signature national effort for involving American citizens in environmental stewardship; and

WHEREAS, Keep America Beautiful's Great American Cleanup, is celebrating its 23<sup>rd</sup> Anniversary in 2008, featuring over 2 million volunteers participating in over 30,000 events in over 15,000 communities in all 50 states; and

WHEREAS, the City of Dodge City is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together; and

WHEREAS, President George W. Bush and Mrs. Laura Bush have recognized the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives, thereby assuming the title of Honorary Chairs of Keep America Beautiful's Great American Cleanup, to help spread the word about the importance of volunteerism and motivate millions nationwide to become stewards of the environment.

NOW, THEREFORE, I, E. Kent Smoll proclaim March 1<sup>st</sup> as the kick-off of Keep America Beautiful's Great American Cleanup for 2008 and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 3rd day of March, 2008.

\_\_\_\_\_  
E. Kent Smoll, Mayor

Attest:

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



# **CITY COMMISSION WORK SESSION MINUTES**

City Commission Chambers  
Monday, February 18, 2008 5:00 p.m.  
MEETING #4698

## **CALL TO ORDER**

**ROLL CALL:** Mayor Kent Smoll, Commissioners Rick Sowers, Jim Lembright, Jim Sherer, and Terry Lee

## **NEW BUSINESS**

1. Discussion of Infrastructure Needs for Casino and Future Development with PEC
2. Discussion of 2008 Street Program: The City Commission discussed the airport parking lot and road, the cemetery roads, 6<sup>th</sup> Street, street sealing program, and other components of the Street Program. In order to reduce the overall costs and GO Bond amounts for the program, suggestion from Ray Slattery and Joe Finley included continuing with the 6<sup>th</sup> Street project, reduce the scope of the airport projects, cut the cemetery roads project, continue with street sealing projects, and reduce some of the other elements of the program. The total GO Bond requirement will be \$1,160,000.00. The City Commission directed staff to comeback to the regular meeting with this revised list

## **ADJOURNMENT**

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk

# CITY COMMISSION MINUTES

City Commission Chambers  
Monday, February 18, 2008 7:00 p.m.  
MEETING #4699

## CALL TO ORDER

**ROLL CALL:** Mayor Kent Smoll, Commissioners Rick Sowers, Jim Lembright, Jim Sherer, and Terry Lee.

**INVOCATION:** Vernon Bogart

## PLEDGE OF ALLEGIANCE

Commissioner Sowers moved to add Approval of Racetrack Office Bids to the Agenda, seconded by Commissioner Sherer, unanimous vote.

## PETITIONS & PROCLAMATIONS

Shannon Ralph Day, 2008 Kansas Master Teacher. Mayor Smoll presented Shannon Ralph with a Proclamation which stated that February 27<sup>th</sup> will be Shannon Ralph Day.

**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).

Vernon Bogart: Congratulations to Shannon Ralph

## CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, February 4, 2008
2. Appropriation Ordinance No. 4, February 18, 2008
3. Approval of Payments for Wyatt Earp Property Land Acquisition Agreements

Parcel	Own/Tenant	Offer	Award
6	Cole	\$2,900	\$ 3,500
10	Akash	\$9,900	\$10,200
17	Liebel	\$2,100	\$ 2,500
22	Lopez	\$4,200	\$ 4,925
26	Vasquez	\$3,200	\$ 3,800
27	Rocky, Inc	\$6,900	\$ 8,200
28	Heiland	\$2,100	\$ 2,510
36	Kolsky	\$4,050	\$18,400
Total		\$35,350	\$54,035

Commissioner Lembright moved to accept the Consent Calendar, seconded by Commissioner Sowers, unanimous vote.

**ORDINANCES & RESOLUTIONS****UNFINISHED BUSINESS**

2008 Street Program. Commissioner Sowers moved to approve the revised 2008 Street Program, Tier 1, as presented by Joe Finley in the Work Session, Commissioner Sherer seconded the motion, unanimous vote.

**NEW BUSINESS**

2007 Distribution of Alcohol & Drug Surtax Funds for the following programs:

<u>GROUP</u>	<u>AMOUNT</u>
Dodge City Police Department	\$1,500.00
Dodge City Public Library	\$2,200.00
Friends of Recovery; Oxford Houses	\$3,000.00
CASA	\$3,206.00
Ford County	\$1,200.00
New Chance, Inc.	\$8,257.00
Area Mental Health Center	\$16,464.00
TOTAL	\$35,827.00

Appointment of Two (2) City Commissioners to the Dodge City/Ford County Development Corporation Board of Directors. Commissioner Lembright moved to table nominations until the meeting on April 7<sup>th</sup> and the existing members will serve until that time, Commissioner Lee seconded the motion, unanimous vote.

Computer Bids was awarded to Southern Computer Warehouse in the amount of \$16,322.10. Commissioner Lee moved to approve, seconded by Commissioner Lembright, unanimous vote.

Dodge City Raceway Park Office and Storage Building. City Attorney will negotiate a contract with Building Solutions based on bids received in the amount of \$158,626.00 plus alternate #4 in the amount of \$5,360.00 and other work as needed so that the total project cost does not exceed \$200,000.00. Commissioner Sherer moved, seconded by Commissioner Lee, unanimous vote.

**OTHER BUSINESS**

**City Manager's Report:** Mayor and City Manager met with County and Potential Casino Applicant, Dodge City Gaming, Steven Joseph. A Joint City/County Meeting to consider CFAB recommendation for Organizational Funding Requests and the consideration of Endorsement of second Casino will be forth coming

**EXECUTIVE SESSION**

At 7:40 p.m., Commissioner Lee moved to adjourn to an Executive Session to discuss Non-Elected Personnel, not to exceed 30 minutes, seconded by Commissioner Sherer, unanimous vote.

The meeting reconvened at 8:10 p.m.

**ADJOURNMENT:** Commissioner Lembright motioned to adjourn the meeting, seconded by Commissioner Sowers, unanimous vote.

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E. Kent Smoll, Mayor

ATTEST:

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Nannette Pogue, City Clerk



# Memorandum

February 22, 2008

TO: Ken Strobel  
City Manager

FROM: Joseph E. Finley, P.E. *JEF*  
Director of Engineering Services

RE: Professional Services to Update Sewer Master Plan  
Professional Engineering Consultants, P.A. (PEC)  
SS 0702

Attached for approval, please find two (2) copies of an agreement between PEC and the city for professional services to update our sewer master plan.

The last sewer master plan was started in the mid 1990's and completed in 2000. Since that time we the city has done a major upgrade to the wastewater treatment plant and there has been the addition of the High School, several grade schools, and substantial growth in the north area of town. With the eventual construction of the Event Center and Casino our ability to collect and treat wastewater will require substantial upgrades to our sewer collection and treatment system. In addition, the housing growth that is anticipated will also impact the current system capacity.

As PEC has assisted the City in the past with modeling both water and wastewater, they were contacted and requested to provide the city with agreement for engineering services to provide the necessary elements to update our plan.

The agreement covers 11 tasks

1. Project Coordination
  2. Define Service Area
  3. Population Projection & Waste loading Projection
  4. Examination of Existing Facilities
  5. Water Quality Requirements
  6. Collection Alternatives
  7. Treatment Facility Alternatives
  8. Recommended Alternatives
-

9. Develop Capital Improvement Program
10. Final Report Preparation
11. Dynamic Modeling of the System

Their proposed fee for items 1-10 is not to exceed \$73,160. Item 11 will be done for a not to exceed fee of \$57,130. The total cost for this project would be \$130,290 and would be paid out of the wastewater collection and treatment fund. Staff would recommend approval of the contract with PEC.

Should you have any questions, please let me know.

JF/mjr

AGREEMENT  
for  
ENGINEERING SERVICES  
between  
CITY OF DODGE CITY  
and  
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
303 SOUTH TOPEKA  
WICHITA, KANSAS

This Agreement, made at Wichita, Kansas, this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Dodge City, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to study their wastewater collection and treatment system, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the 2008 Master Sewer Plan will be completed in two parts: (1) study the existing collection and treatment facility, determine its adequacy to handle current and future needs and provide a Capital Improvement Plan for improvements; and (2) develop a dynamic sewer collection system model, and

WHEREAS all of the aforesaid is located within or adjacent to the corporate limits of the City of Dodge City, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the preparation of studies, and engineering for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT 1, attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- B. To make available during regular office hours at their Wichita office all data, calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at his office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or his authorized representatives.
- D. To comply with and/or to the following additional provisions with respect to his performance and obligation under this agreement:
  - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race,

religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.

2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
  3. If the ENGINEER commits a substantial breach of Article II, paragraph D.1. of this Agreement, it may be canceled, terminated, or suspended, in whole or in part, by the OWNER if such breach is not cured within fourteen (14) days after receipt of written notice from the OWNER. Said cancellation, termination, or suspension will also relieve the OWNER of any obligations of payment except as outlined in Paragraph A of ARTICLE V in the event of termination.
  4. If the ENGINEER is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the ENGINEER shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended, in whole or in part, by the OWNER.
  5. The ENGINEER shall include the provisions of Item D, Paragraphs 1 through 4, inclusive, in every subcontract or purchase order so that the provisions will be binding upon such subcontractor or vendor.
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in conjunction with the PROJECT.

- F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit 1; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or others, or for other unavoidable delays beyond the control of the ENGINEER.
  
- G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.
  
- H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible of \$100,000. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than:

Worker's Compensation - Statutory

Employer's Liability - \$500,000.00 each accident  
\$500,000.00 disease, each employee  
\$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER. PROVIDED, however, that all documents designated to become property of the OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER whether or not the PROJECT is completed).
- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings and geotechnical reports about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.
- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.
- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.
- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

- A. Payment to the ENGINEER for performance of the 2008 Master Sewer Plan Study Services (Task 1 through 10) shall be on the basis of 2.7 times direct labor costs plus reimbursable expenses at cost, not to exceed a total of \$73,160.00. Payment to the ENGINEER for performance of the dynamic modeling services (Task 11) shall be on the basis of 2.7 times direct labor costs plus reimbursable expenses at cost, not to exceed a total of \$57,130.00. Reimbursable expenses may include, but are not necessarily limited to mileage, overtime pay, CAD at \$16/hr., printing, and per diem.

- B. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I.; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.
- B. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without specific consent of the other party.
- C. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.

- D. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.
- E. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.
- F. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement is in addition to any other rights and remedies provided by law.
- G. That it is not intended by any of the provisions of any part of this Agreement to create the public or any contractor, subcontractor or surety a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- H. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations,

expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document or otherwise.

- I. That disputed matters arising under this Agreement will be submitted to a Review Committee for resolution. The Review Committee will be comprised of one representative from each contracting party and a third member chosen jointly by the party representatives. The Review Committee shall make its own rules of procedure and shall have authority to examine records kept by the OWNER and the ENGINEER. In determining the findings, the majority of the Review Committee shall govern. The decision of the Review Committee shall be advisory only and it shall not be binding upon the parties.
  
- J. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.
  
- K. That authorization for any appropriate Extra Work under the terms of this Agreement shall be evidenced by the OWNER in writing. No extra work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER and in accordance with the terms of this Agreement, Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

- 1. The introduction of new items of work beyond the stated scope of the Agreement.
  
- 2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.

L. That since that ENGINEER has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by ENGINEER.

M. This Agreement shall be governed by Kansas law.

IN WITNESS THEREOF, the Parties hereto have affixed their hand and seals at the City of Dodge City, Kansas on the date first written above.

OWNER

CITY OF DODGE CITY, KANSAS

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST

\_\_\_\_\_

ENGINEER

PROFESSIONAL ENGINEERING  
CONSULTANTS, P.A.

By: Brent E. Remsberg  
Brent E. Remsberg, P.E., Director

WITNESS

[Handwritten Signature]

THE CITY OF DODGE CITY  
2008 MASTER SEWER PLAN UPDATE

EXHIBIT 1  
SCOPE OF SERVICES

**Task 1 • Project Coordination**

**Objective:** To develop the master plan in a timely and orderly manner for the OWNER, coordinate project activities, including status meetings, budget, schedule, and communications to keep the OWNER informed of progress throughout the duration of the study.

**A. OWNER Input**

1. Attendance at meetings.
2. Input, both verbal and written, on key decisions members.
3. ENGINEER will be responsible for recording meeting minutes and distribution of the minutes to those in attendance.
4. Attendance sheets at each meeting will be maintained by the OWNER and provided to ENGINEER for use in distributing the meeting minutes.

**B. Activities**

1. Prepare Project Management Plan to include:  
Project Schedule  
Scope of Work  
Output Schedule  
Team Member addresses and telephone numbers
2. Plan and Conduct the following project meetings:
  - a. Kick-off meeting to discuss any modifications to the approach, schedule, and scope desired by the OWNER. (WORKSHOP NO. 1)
  - b. Regular scheduled progress meetings to review project status, input to various tasks, participate in decision making, to critique progress, and provide definition or direction where guidance is requested.
  - c. Technical Workshops with the OWNER.
  - d. Presentation to Governing Body

**C. Products**

1. Status reports will be provided at project progress meetings.
2. Meeting minutes for all workshops.

**Task 2 • Service Area Definition**

**Objectives:** Determination of the ultimate service area to be used for planning.

**A. OWNER Input**

1. Assistance in arranging meetings with affected parties or governmental entities involved in the master plan update process.
2. Attendance at key meetings.
3. Provide previous reports and studies to the consulting team to facilitate in the development of the service area maps and established flow routing.
4. Provide Access to the OWNER's data base including X, Y, and Z coordinates of manholes along with invert elevation, pipe size, pipe material, and connectivity to upstream and downstream manholes. Engineer shall rely on this data as accurate without independent verification or validation.

**B. Activities**

1. Conduct a physical investigation of the Service Area to determine any physical limitations that must be considered in delineating the service area. Such things as topography, drainage facilities, major transportation corridors, and existing utilities will be investigated and documented.
2. Utilizing USGS topographic maps with 5-foot contour intervals, where available, evaluate drainage basins within the service area.
3. Assess jurisdictional issues including the governmental boundaries and management considerations of the OWNER and County. Service area Boundary considerations will include meetings, early in the planning process, with the OWNER to collect information regarding the planned service area boundaries.
4. Integrate topographic information to develop a service area map.

**C. Products**

1. Meeting minutes of all meetings held with entities regarding the planned service area.
2. A service area boundary map to be used throughout the course of the study in a DXF or DWG digital file format.
3. Issue a Technical Memorandum No. 1 summarizing all of the activities with this task.

**Task 3 • Population Projections and Waste Loadings**

**Objectives:** Develop projections of wastewater flow quantity and quality through the year 2050.

**A. OWNER Input**

1. Provide updated census information, available population projection documentation, present and projected land use information, and current wastewater flows and loadings information.
2. Provide input and comment on planning projections to year 2050.
3. Provide available flow and rainfall data for projecting peak wet weather flows.

**B. Activities**

1. Evaluate existing land use and population projections for the OWNER and identify additional data needs. Projections would also be made available by planning department.
2. Review existing flow and organic loading projections for the service area, and determine the appropriate residential and commercial/industrial unit-flow data to be used for different portions of the service area. Information on peak wet weather flows, average dry-weather conditions, and infiltration; inflow conditions which would be appropriate within the service area collection system will also be reviewed and selected. Where adequate flow and rainfall data is not available, estimates will be made based on extrapolation of data from similar metered areas.
3. Prepare projections of wastewater flows and loadings for 10 year intervals through the year 2050.
4. Conduct WORKSHOP NO. 2 to discuss TM 1 (Task 2, 3, and 5).

**C. Products**

1. Projections, tabular form and graphical form, of population and wastewater flows and loadings for the study area.
2. Technical Memorandum summarizing the activities for this task.
3. Minutes of WORKSHOP NO. 2.

**Task 4 • Examination of Existing Facilities**

**Objectives:** To consolidate the previous prepared planning documents together with lift stations and collection system components to have a comprehensive sewer system master plan that evaluates performance, capability of serving development, and ability to meet effluent quality as required by both State and federal requirements.

**A. OWNER Input**

1. Provide assistance with collection of data for sanitary sewer flowline information, and treatment facility component sizing.
2. Provide historical operating data on the Wastewater Treatment Plant.
3. Provide any collection system flow monitoring data available for sewers in the OWNER which could be utilized by the ENGINEER. This will include flow monitoring within the collection system where confirmation of available capacity is required.
4. Review and comment on assumptions made by ENGINEER.

**B. Activities**

1. Review current facilities plans and process designs to assess the ability of the Wastewater Treatment Plant Facilities to handle the projected flows and loadings from the OWNER while maintaining current effluent quality. Process designs will be compared to accepted design criteria and

ENGINEER experience to determine if optimization alternatives are available.

2. Evaluate existing interceptor sewers serving the OWNER with projected peak flows imposed to determine the ability of these facilities to handle the future conditions. Flow monitoring may be required to confirm pipeline capacities and establish wet weather peaks and will be provided by the OWNER where requested. The ENGINEER will determine the options available to maximize use of the existing collection system for handling the projected flows from the OWNER.
3. Determine the area which cannot be served by the existing interceptor sewer system and estimate flows which will be contributed by the remaining area.
4. The evaluation will consist of a description of existing facilities and will be followed by analysis of the capabilities of each process or flow conveyance unit. This would include mapping of the interceptor system using a OWNER provided drawing file in AutoCAD format that will consist of sewer lines serving the OWNER. Sewer lines 10 inches and larger will be identified, except on the fringes of the system where 8 inch lines will be included if beneficial.
5. Conduct WORKSHOP NO. 3 to discuss TM 2 (Task 4).

#### C. Products

1. Technical Memorandum No. 2 which summarizes the evaluation of existing treatment and collection facilities ability to handle future flows and loadings from Wichita and surrounding areas.

The effort will involve engineering evaluation of pipeline capacities in conformance with KDHE minimum design standards. The work will be displayed in an Interceptor Capacity Analysis spread sheet providing:

- diameter,
- roughness coefficients,
- upstream and downstream flowline elevation information,
- slopes,
- full capacity, and
- 2/3rds- and 3/4ths-full capacity.

#### Task 5 • Water Quality Requirements

**Objectives:** To meet with State and/or federal agencies to discuss existing and possible water quality standards and how they will affect the. This includes discussion regarding interceptor sewers, and the determination of the type and quality of treatment to be achieved by any selected treatment process at the existing Plant or other sites.

#### A. OWNER Input

1. Attend the workshop at which KDHE would be in attendance.
2. Discuss various receiving streams which may be suitable for future wastewater facilities.

**B. Activities**

1. Meet with KDHE representatives to discuss current State regulations and provide insight into future regulations relative to any type of treatment process to be considered in the OWNER area.
2. It will also be necessary to review the current biosolids disposal regulations as part of this master plan update and impact that Biological Nutrient Removal will have on Biosolids handling if a new mechanical plant is to be considered.

**C. Products**

1. Technical Memorandum No. 1 which will outline the criteria to be used in the development of all alternatives.

**Task 6 • Collection Alternatives**

**Objectives:** To develop wastewater collection system alternatives that provide for service to unsewered areas as well as provide assurance of capacity to areas that are currently served by the OWNER.

**A. OWNER Input**

1. Review and comment on the proposed wastewater collection alternatives.

**B. Activities**

1. From the information collected in Tasks 2 to 5, ENGINEER will identify alternatives to provide wastewater collection and transmission service to areas within the defined study area. Reasonable Alternatives will be discussed in WORKSHOP NO. 4.
2. Alternatives will be developed to a planning level which will indicate general locations and sizes of major interceptor sewers, lift stations, and wet weather facilities. Considerations will be based on cost effectiveness, logical points of gravity collection, feasibility of construction.
4. The alternatives will be presented at WORKSHOP NO. 4 then revised and refined to incorporate the OWNER's input. A summary matrix of the revised alternatives will be developed.

**C. Products**

1. Technical Memorandum No. 3, with maps, which will provide a tabular and graphical presentation of the proposed alternatives with the appropriate assumptions and rationale to be presented, too. Minutes of WORKSHOP NO. 4.

**Task 7 • Treatment Facility Alternatives**

**Objectives:** To develop alternatives for treatment of the wastewater generated in the study area.

**A. OWNER Input**

1. Review and comment on wastewater treatment alternatives.

**B. Activities**

1. Identify possible wastewater treatment alternatives that can handle wastewater service for the projected future population. Considerations will include continued use of the existing facilities at Wastewater Treatment Facilities, and construction of new facilities within the service area. Reasonable Alternatives will be discussed in WORKSHOP NO. 4 (see Task 6).
2. Evaluate the appropriate level of treatment associated with various discharge and reclamation options.  
Develop criteria to determine the feasibility of alternatives. These criteria may include the following:
  - a. Cost, both capital and operation-and-maintenance.
  - b. Ability to meet water quality criteria for both discharge and reclamation.
  - c. Effluent discharge locations and associated water quality requirements.
  - d. Siting feasibility.
  - e. Institutional feasibility (ease of implementation)
  - f. Process reliability and flexibility.
  - g. Consistency with regulations and expressed policies of Kansas Department of Health and Environment.
  - h. Other criteria to be decided.
5. Provide planning level construction cost estimates for alternatives.
6. Review the use of automation technologies and identify alternatives to enhance operation and maintenance of the treatment facilities.
7. Alternatives will be presented in WORKSHOP NO. 4.

**C. Products**

1. Technical Memorandum No. 3 will be completed summarize the collection and treatment evaluation including matrix summaries, maps, and graphical descriptions to facilitate understanding of the alternatives.
2. Minutes of WORKSHOP NO.4 (see Task 6)

**Task 8 • Recommended Alternatives**

**Objectives:** Based on the above tasks identify the optimal alternatives for each service area for providing wastewater collection, odor control and wastewater treatment by the City of Dodge City.

**A. OWNER Input**

1. Participation in the workshop to select the optimal alternative.

## **B. Activities**

1. Consider all of the information developed in TM 3 and prepare TM 4 "Reasonable Alternatives" and present at WORKSHOP NO. 5, and select the most optimal combination of wastewater collection and treatment facilities for the study area. Both economic and non-economic factors will be considered.
2. Upon determining the optimal alternatives, information regarding these alternatives will then be assembled for presentation in the final report. The information to be provided shall include:
  - a. Maps indicating general locations of all major facilities including interceptors, force mains, lift stations, wet weather facilities, and wastewater treatment facilities. These maps will also indicate existing transportation facilities, existing sanitary sewers, OWNER boundaries, known proposed developments, golf courses, cemeteries, mobile home parks, and all major drainage and waterways.
  - b. Capital cost estimates and where applicable present worth analysis and verification.
  - c. An implementation schedule for all proposed facilities based upon the population projections for the service area.

## **C. Products**

1. Meeting minutes of WORKSHOP NO. 5 held to select the optimal alternatives.
2. All materials to adequately describe the optimal alternatives.
3. Revise Technical Memorandum No. 4.

## **Task 9 • Capital Improvement Program**

**Objectives:** Provide a Capital Improvement Program (CIP) that outlines implementation of the recommendations of the Master Plan. The CIP will identify each improvement and provide project scope, cost for construction, design, construction services, a general map of indicating the location of improvements and a time frame that identifies anticipated start and completion dates.

### **A. OWNER Input**

1. Format requirements for the CIP.
2. Review and comment on CIP.
3. OWNER will provide rate analysis based on proposed CIP.

### **B. Activities**

1. Itemize each improvement and determine the cost for construction, design, and construction services. Identify time frame includes anticipated date needed, start and completion dates. This work would include a review of the OWNER's current CIP and possible revision in timing for planned improvements projects.

2. Complete a small map indicating the location of sewer lines, STP modifications, pump station locations for display.
3. Furnish CIP cost data to the OWNER.
4. Complete Technical Memorandum No. 5, summarizing Task 9.

**C. Products**

1. CIP that can be included in final study.
2. All materials to adequately describe each CIP Project.
3. Chapter in final report.

**Task 10 • Final Report Preparation**

**Objectives:** Provide a final plan which clearly communicates findings and recommendations.

**A. OWNER Input**

1. Format requirements for the final report.
2. Review and comment on the draft report.

**B. Activities**

1. Prepare a final report which summarizes the purpose of the study, how the study was conducted, conclusions, and recommendations. This final report will incorporate all the technical memoranda and findings presented and discussed in progress meetings and workshops. The final report will be designed to be used as a planning tool for the OWNER. All graphics will be provided in a computer format compatible with AutoCAD format.
2. A draft version of the final report will be submitted to the OWNER for their review and comment prior to publication of the final report.
3. Present Final Report to Governing Body.

**C. Products**

1. Ten copies of the final report and two disks with electronic files of the final report.

**Task 11 • Dynamic Modeling**

1. Develop a dynamic model of the OWNER's sanitary sewer system using INFO WORKS software program which includes:
  - a. Development of model data files. This includes existing basins and future basins. Perform trial runs to confirm that the model runs successfully or identify deficiencies.
  - b. Identify data gaps based on the sewer atlas in the model and develop a corrective action plan to fill in the data gaps. This plan will be submitted to the OWNER.

- d. Incorporate additional data provided by OWNER to resolve data gaps.
  - e. Conduct debugging runs of the completed model. Deliver model files to OWNER.
2. Define a flow and rainfall monitoring program. The program will include flow monitoring required to complete data needed to evaluate the impact of CIP projects on I/I and to calibrate hydraulic models of the service areas. The program will also include flow monitoring to permit ongoing model recalibration and updates. Prepare a technical memorandum describing the program that includes:
  - a. Flow and rainfall monitoring program objectives.
  - b. Identified flow metering locations and prepare location exhibit.
  - c. Identified rainfall monitoring locations and prepare location exhibit.
  - d. Metering schedule.
  - e. Metering equipment, with consideration for existing OWNER equipment and installed monitors.
  - f. Automation potentials for the OWNER's existing meter installations.
  - f. Field inspection and installation procedures.
  - g. Maintenance procedures.
  - h. Procedures for analysis of collected flow and rainfall data to determine parameters for the hydraulic model.
  - i. Submit technical memorandum to OWNER.
3. Construct trunk sewer models for the Service Areas. Model construction will include developing a network of model segments for sewers 10-inches and larger, incorporating diversion structure and pump station data, incorporating existing and future flow parameters, and dynamic model calibration. Prepare model network exhibits.
4. Conduct hydraulic master planning analyses service areas using the dynamic model. Utilize the model to examine the Service Area for potential I/I problems. Identify capacity constraints under existing design 10-year design storm flows and determine the needed improvements. Prepare a layout of expansion trunk sewers for projected 50-year development. Identify capacity constraints for the 10-year, 20-year, and 50-year development and determine the needed improvements.
5. Calibrate the model for entire service area. Evaluate flow data available for model recalibration to determine changed flow parameters. Using the converted hydraulic model, recalibrate the basins for which adequate flow and rainfall data exist. Prepare a technical memorandum describing the calibration results, and deliver the model and technical memorandum to OWNER.

*Memorandum*

February 22, 2008

TO: Ken Strobel, City Manager

FROM: Joseph E. Finley, P.E., Director of Engineering Services *JF*

RE: Supplemental Agreement 2  
Well Project WL0601 (Well 1 & 15)

As you know, the Division of Water Resources (DWR) recently advised us that due to a recent change in regulations, DWR could not authorize the proposed location for the new well that would have combined well 1 and 15 that were located in Wright Park and the Utility Office.

Therefore an alternate location was chosen north of the existing skate park (old tennis courts). The original test well for the new proposed well was drilled in the mid 1990 and showed a good and adequate source. Because this regulation required the well to be moved a substantial distance from the test well, staff felt it necessary to drill a new test well to insure that a well in this area could produce both the quantity and quality needed.

This change required PEC to contract with Layne Western for additional work in the amount of \$44,05.00. Staff would recommend approval of this supplemental agreement. Should you have any questions, please let me know.

JF/mjr

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SUPPLEMENTAL AGREEMENT NO. 2

TO THE

CONTRACT FOR ENGINEERING SERVICES DATED JUNE 12, 2006  
TO INSTALL 5 WELLS AND PUMPS, TRANSMISSION LINES, TEST DRILLING  
COSTS, AND TO STUDY THE CITY'S WATER RIGHT ALLOCATION

BY AND BETWEEN

THE CITY OF DODGE CITY, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED "OWNER"

AND

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

WITNESSETH:

WHEREAS, there now exists an Agreement between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the installation of five (5) wells and pumps, transmission lines, test drilling costs, and study of the City's water right allocation, hereinafter called the PROJECT, and

WHEREAS, Article IV.J. of the above referenced Agreement provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

**A. PROJECT DESCRIPTION**

Revise Supplemental Agreement No. 1, Task 150 to provide for additional costs to be incurred for the test drilling of an alternative site for the proposed well in Wright Park. The previous site was not acceptable to the Division of Water Resources; a new site was located and test drilling needs to be completed for the new site. The Scope for these services is defined in more detail in Exhibit A-2.

**B. PAYMENT PROVISIONS**

Payment to the ENGINEER for the performance of the professional services required by this supplemental agreement shall be in accordance with Paragraph IV of the original agreement and will be paid for on the basis of 2.7 times direct costs as outlined in Attachment A-2.

**C. PROJECT SCHEDULE**

The project schedule shall be as outlined in Supplement Agreement No. 1.

**D. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the OWNER and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

CITY OF DODGE CITY

By: \_\_\_\_\_  
Kent Smoll  
Mayor

ATTEST:

By: \_\_\_\_\_

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:   
Brent E. Remsberg, P.E.  
Vice President

ATTEST:

By:  \_\_\_\_\_

## EXHIBIT A-2

### SCOPE OF SERVICES

#### Additional Services for Well and Pump Design, Well Transmission Line Design, and Water Rights Study

Add the following paragraphs to the Tasks listed below:

**To: Task 150 – Test Well Drilling**

Provide one additional well test drilling work item and additional drilling depths as outlined in Layne-Western's letter of February 5, 2008. The work will include test well development, pump testing and water quality analysis. The Division of Water Resources required that the site for the combination of existing Well Nos. 1 and 15 in Wright Park be relocated to comply with Arkansas River Intensive Groundwater Use Control Area (IGUCA) requirements regarding the distance a relocated point of diversion can be from the Arkansas River. This will result in additional costs. Based on the letter noted above, Layne-Western estimates their fee will increase from \$193,060.00 to \$237,065.00.