

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday December 4, 2023

7:00 p.m.

MEETING #5265

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 Rev. Debra Muylaert of Kingdom Harvest Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

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

Presentation of Landbank Budget

CONSENT CALENDAR

1. Approval of City Work Session Minutes, November 20, 2023.
2. Approval of City Commission Meeting Minutes, November 20, 2023.
3. Appropriation Ordinance No.23, December 4, 2023.
4. Cereal Malt Beverage License:
5. Approve Change Order #2 for the 2023 Asphalt Maintenance Project.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-40: A Resolution Describing and Defining the Boundary of the City of Dodge City, Kansas. Report by Ray Slattery, Director of Engineering Services.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Agreement Amendment for Jacobs Operations, Maintenance and Management Services for the Calendar Year 2024. Report by Ray Slattery, Director of Engineering.
2. Approval of Bid for Chip Seal Materials. Report by Tanner Rutschman, PE, City Engineer.
3. Approval of Bid for Crack Seal Materials. Report by Tanner Rutschman, PE, City Engineer.
4. Approve CO #5 for the Construction of a Retaining Wall along Anaerobic #4 on the Expansion of the South WWTP. Report by Ray Slattery, Director of Engineering.
5. Approval of the Design Services for Final Completion of Comanche Street from Fourteenth Avenue to US HWY 50. Report by Ray Slattery, Director of Engineering.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, November 6, 2023

6:00 p.m.

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.

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CALL OR ORDER

ROLL CALL Mayor Michael Burns, Commissioner Joseph Nuci, Rick Sowers, Chuck Taylor, Kent Smoll

WORK SESSION

Kevin Israel, Director of Facilities. talked about the Motive Software which is a fleet driving real-time tracking diagnostics software that will be used on city equipment and vehicles if approved. It can regulate fuel management and idle times. On safety side the equipment will have cameras and city department heads will be able to review the cameras for incidents that occur during work time.

Nick Hernandez, City Manager spoke about the Downtown Redevelopment Fund Creation and asked the commissioners for direction and what their thoughts were on the funding.

ADJOURNMENT

Commissioner Joseph Nuci moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk

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CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, November 20, 2023

7:00 p.m.

MEETING #5264

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.

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CALL TO ORDER

ROLL CALL CALL Mayor Michael Burns, Commissioner Joseph Nuci, Rick Sowers, Chuck Taylor, Kent Smoll

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers made a motion to amend the agenda and add a Cereal Malt Beverage application for the Depot Theater to the consent calendar. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

PETITIONS & PROCLAMATIONS

Mayor Michael Burns read the Small Business Saturday Proclamation and proclaimed November 25th as Small Business Saturday and urged the residents of our community, and communities across the country, to support small businesses and merchants on Small Business Saturday and to shop small throughout the year.

Coral Lopez, Main Street Director invited the community to come out this Saturday, November 25th to support the small businesses of Dodge City, various businesses will be having specials offers.

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 Meeting Minutes, August 2021, 2023.
2. Appropriation Ordinance No.22, November 20, 2023.

3. Cereal Malt Beverage License:
4. Approval of Street Light's for the Rodeo Hill's South Subdivision.
5. Approval of Applications for Dodge City Public Library Board Members.

Mayor Michael Burns shared and gave the update on the recommendations of the two applications for the Library Board. (Samuel Unruh and Kirstin Bangerter were chosen for the board). Commissioner Kent Smoll moved to accept the consent calendar with the addition of the Cereal Malt Beverage application for Depot Theater, 201 E. Wyatt Earp Blvd. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2023-39: A Resolution of the City of Dodge City, Kansas, establishing a Downtown Redevelopment Fund was approved on a motion by Commissioner Kent Smoll. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 1 with Commissioner Chuck Taylor voting no.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the CFAB Recommendation for Organizational Funding in the amount of \$110,000. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
2. Commissioner Rick Sowers moved to approve the Task Order #3, pending legal review, to the original agreement/scope of services for the water rights review and reuse evaluation with Burns & McDonnell in the amount of \$60,000. Commissioner Chuck Taylor seconded the motion. The motion carried unanimously.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Joseph Nuci moved to approve to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 4, 2023
Subject: Change Order #2, 2023 Asphalt Street Maintenance, ST 2302
Agenda Item: Consent Calendar

Purpose: Approve Change Order #2 of the 2023 Asphalt Maintenance Project.

Recommendation: Approve Change Order #2 for the 2023 Asphalt Maintenance Project for an increase in the amount of \$5,746.00.

Background: The 2023 Asphalt Maintenance Project was approved in June of this year. The project started construction on September 20, 2023. Prior to construction starting, staff decided to add a portion of US 50 to the project, instead of having a short section of old pavement between two sections of new pavement. The extra work resulted in an overrun in Milling and Asphalt. The following item was adjusted based on quantities placed in the field:

- An additional 577 L.F of 4" Yellow Line.
- An additional 282 L.F. of 4" White Line.
- An additional 34 L.F. of 24" White Stop Bar.
- An additional 24" x 8 ft Crosswalk Bar.
- An additional 2 Left Turn Arrows.
- An additional 3 Right Turn Arrows.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Change Order #2 is for an increase of \$5,746.00. Funding will be from Street Sales Tax Fund.

Amount \$: \$5,746.00

Fund: 12730300 – 442004

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the Change Order for APAC Kansas, Inc., the contract dollar amount will be amended.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: Change Order #2

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 4, 2023
Subject: Resolution 2023-40 – Boundary Resolution Describing and Defining the
Boundary of the City of Dodge City
Agenda Item: Ordinances and Resolutions

Purpose: Each year the City is required by KSA 12-517 to adjust the City's boundary by resolution to define any territory that has been added or excluded from the previous Boundary Resolution.

Recommendation: Approve Resolution 2023-40, the 2023 Boundary Resolution of the City of Dodge City

Background: Each year the City must adjust the boundary resolution that describes the City Limits of the City to account for any additional lands that had been annexed in the past year or correct any errors found in the description. This year's changes to the boundary limits are as follows.

- None

No Property was annexed into the City Boundary during the of year of 2023

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Amount \$:

Funds:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City is obligated under state statute to update the boundary limits of the City each year.

Mission/Values: The City is responsible for following State laws. By updating our boundaries, we have identified what properties should be served by the City and can plan for the long-term improvements to those areas.

Attachments: Boundary Resolution of the current City Boundary.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

RESOLUTION NO. 2023-40

A RESOLUTION DESCRIBING AND DEFINING
THE BOUNDARY OF THE CITY OF DODGE CITY

WHEREAS, the City of Dodge City must define the corporate limits of said City by virtue of K.S.A. 12-517 of the General Statutes of Kansas:

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

SECTION 1: That the Corporate limits of the City of Dodge City, Kansas shall be and are as follows, to wit:

(A) Beginning at the intersection of the south right-of-way line of Military Avenue and the east right-of-way line of Avenue P; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of Road 113; thence South along the east right-of-way line of the Road 113 to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 56-283; thence South along the extended east right-of-way line of U.S. Highway 56-283 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 56-283 Overpass; thence South along the west line of the U.S. Highway 56-283 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way line of said U.S. Highway 400; thence Southeasterly along the south right-of-way line of said U.S. Highway 400 to the east line Happy Trails Subdivision a replat lots 12&14 of Wilkinson Place No. 1; thence South along the east line of said Happy Trails Subdivision to the southeast corner thereof; thence West along the south line of said Happy Trails Subdivision and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence South to a point on the north line of Lot 1, Block 2 Gladden Addition No.2, said point being 476.78 feet east of the east right-of-way line of U.S. Highway 56/283; thence East along said north line of Lot 1, Block 2 Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof, said corner being of the south line of the Northeast Quarter of Section 31, Township 26 South, Range 24 West; thence west along the south line of the northeast quarter of said Section 31 to a point 651.58 west of the southeast corner thereof; thence North a distance of 922.02 feet to a point on the south right-of-way line of East Trail Street 605.87 west of the west right-of-way of U.S. Highway 56/283; thence west along the south right-of-way line of East Trail Street a distance of 142.46 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line

of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the extended east right-of-way line of Red Avenue; thence South a distance of 30 feet along the extended east right-of-way line of Red Avenue to the north right-of-way line of Beeson Road; thence West along the south right-of-way line of Beeson Road to the east right-of-way line of Minneola Road; thence South along the east right-of-way line of Minneola Road to a point on said east right-of-way line intersecting the extended south line of Broce #1 Subdivision; thence West along the extended south line of Broce #1 Subdivision to the west right-of-way line of South Second Avenue; thence South along the west right-of-way line of said South Second Avenue to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the east right-of-way line of South Fourteenth Avenue; thence South along the east right-of-way line of South Fourteenth Avenue to a point of on said east right-of-way intersecting the extended south line of Dodge City Business Park Unit One; thence West along the extended south line of said Dodge City Business Park Unit One to the southeast corner thereof; thence continuing West along the south line of Dodge City Business Park Unit One, said south line being the north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Range 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south right-of-way line of West Beeson Road; thence West along the south right-of-way line of West Beeson Road to the west line of Section 3, Township 27 South, Range 25 West; thence North along the west line of said section 3 to the northwest corner thereof; thence continuing North along the west line of Section 34, Township 26 South, Range 25 West to the northwest corner of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the north right-of-way line of the Dodge City Flood Control property; thence West along the north right-of-way line of the Dodge City Flood Control property a distance of 945.89 feet; thence continuing on a curve to the right along said flood control right-of-way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80 degrees 26 minutes 01 second west to a point which is 2,103 feet west of the east line of Section 34, Township 26 South, Range 25 West and 662 feet south of the south line of said Westview Place# 1; thence North 01 degree 38 minutes 04 seconds east parallel to the east line of said Section 34 a distance of 1052 feet to a point on the north right-of-way line of Pheasant Street 33 feet west of the southwest corner of Lot 27 of said Westview Place# 1; thence East along the north right-of-way line of Pheasant street to the southeast of lot 15 of said Westview Place# 1; thence North along the east line of said lot 15 to the northeast corner thereof; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south

line of West Park Street; thence West along the along the south right-of-way line of West Park Street to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of Wyatt Earp Blvd.; thence West along the south right-of-way line of Wyatt Earp Blvd. to the extended west line of Lot 4, Block 1, West Hwy. 50 Addition; thence North along the extended west line of said Lot 4 to the northwest corner thereof; thence East along the north line of said Lot 4 to the northeast corner thereof; thence North along the west line of Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence East along the north line of said Block 7 to the northeast corner thereof; thence continuing East along the north line of Green Crest Memorial Gardens (also known as Maple Grove West) to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of U.S. Highway 50; thence Northeasterly along the south right-of-way line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22 Township 26 South, Range 25 West; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of said Section 22 to the South right-of-way line of Frontview Street; thence West along the south right-of-way line of Frontview Street a distance of 1,385 feet; thence North perpendicular to and to a point on the south line of Section 15, Township 26 South, Range 25 West; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence east along the North line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15, also being the Southwest corner of Lot 1, Block 3 Church Subdivision; thence north along the West line of said Lot 1, Block 3 to the Northwest corner thereof; thence east along the North line of said Lot 1, Block 3 to the Northeast corner thereof; thence southerly along the East line of said Lot 1, Block 3 to the North right-of-way line of Ross Blvd.; thence East 20 along said North right-of-way line of Ross Blvd.; thence South 40 feet along said North right-of-way line of Ross Blvd. thence East along the north line of said Ross Blvd. to the west line of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North along the west line of said Southeast Quarter of the Northeast Quarter of Section 15 to the northwest corner thereof; thence East along the north line of said Southeast Quarter of the Northeast Quarter of Section 15 said line being the south line of Lot1, Block1, Church Subdivision on an assumed bearing of South 89 degrees 52 minutes 40 seconds east to a point 374.24 feet west of the southeast corner of said lot1; thence North 00 degrees 07 minutes 20 seconds east for a distance of 415.64 feet; thence South 47 degrees 41 minutes 14 seconds east for a distance of 326.15 feet; thence South 89 degrees 42 minutes 28 seconds West for a distance of 130.05 feet to a point of on the west right-of-way line of North fourteenth Avenue; thence North along the west right-of-way line of North Fourteenth Avenue to the north line of Section 10, Township 26 South, Range 25 West; thence East along the north line of Sections 10 and 11, Township 26 South, Range 25 West to the northeast corner of the west half of said Section 11; thence South along the east line of the west half of said Section 11 to a point on said east line 30 north of the southeast corner thereof; thence East parallel to and 30 feet north of the south line of said section 11 extended to the east right-of-way of Avenue A; thence South along the east right-of-way line of Avenue A to the north right-of-way line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south right-of-way line of Saint Joseph Street; thence East along the said south line of Saint Joseph Street to the northeast corner Wagon Wheel Addition Unit Three;

thence South along the east line of said Wagon Wheel Addition Unit Three to the southeast corner thereof; thence West along the south line of said Wagon Wheel Addition Unit Three to the southwest corner of Lot 1 Block 2, of said Wagon Wheel Addition Unit Three; thence South 0 degrees 30 minutes 40 seconds east along the east right-of-way line of Barbara Lane East for a distance of 229.57 feet; thence South 89 degrees 35 minutes 11 seconds east for a distance of 1.94 feet; thence South 26 degrees 07 minutes 35 seconds east for a distance of 66.33 to the Southwesterly corner of Lot 9, Block 14 Kliesen Subdivision; thence South 06 degrees 28 minutes 24 seconds east for a distance of 60.45 feet to the north right-of-way line of U.S. Highway 50; thence East along the north line of said U.S. Highway 50, said line being the south line of Kliesen Street as platted by Kliesen Subdivision, and Kliesen Subdivision No.2 to a point on the east line of Section 13, Township 26 South, Range 25 West; thence continuing East 130 feet along said north line of U.S. Highway 50; thence South 240 feet to a point on the south line of said U.S. Highway 50 that is 130 east of the west line of Section 19, Township 26 South, Range 24 West; thence West along the south line of said Highway 50 to the east right-of-way line of Avenue P; thence South along the east right-of-way line of Avenue P to the south right-of-way line of Military Avenue and Point of Beginning,

(B) Excel Main Plant No. 1 described as follows:

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly along a north line 275 feet to point "G" of said building; thence Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Excel Secondary Plant No. 2 described as follows:

From point "B" of Excel Main Plant Easterly along a south building line 90 feet to point "A1" of said building; thence Southerly and on a perpendicular line between Main Plant No. 1 and Secondary Plant No. 2, 30 feet to point "B1" of Secondary Plant No. 2. Point "B1" of said exhibit will be the starting point of this building description; thence from point "B1" Southerly along a west line 35 feet to point "C1" of said building; thence Easterly along a south line 60 feet to point "D1" of said building; thence Southerly along a west line 90 feet to point "E1" of said building; thence Easterly along a south line 265 feet to point "F1" of said building; thence Northerly along an east line 20 feet to point "G1" of said building; thence Easterly along a south line 60 feet to point "H1" of said building; thence Northerly along an east line 55 feet to point "I1" of said building; thence Westerly along a north line 60 feet to point "J1" of said building; thence Northerly along an east line 50 feet to point "K1" of said building; thence from point "K1" Westerly along a north line 325 feet to point "B1" of said building.

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows:

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 56-283; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 56-283 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of beginning, said point being on the south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,764.93 feet along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.

Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas, except railroad right-of-way, more fully described as follows:

Commencing at the northwest corner of Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the north boundary line of said Lot 7 for 134.33 feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

(D) A tract of land located in the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as Millard Warehouse, more fully described as follows:

Beginning at the southwest corner of the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas; thence North 0 degrees 15 minutes 38 seconds West along the west line of the southwest quarter of said Section 33 for 600 feet; thence North 89 degrees 44 minutes 22 seconds East at right angles to the west line of the southwest quarter of said Section 33 for 350 feet; thence South 0 degrees 15 minutes 38 seconds East parallel with the west line of the southwest quarter of said Section 33 for 605.84 feet; thence North 89 degrees 18 minutes 15 seconds West for 350.05 feet to the point of beginning; containing 211,022 square feet or 4.84 acres, more or less.

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:

Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 56-283; thence Westerly along said northerly right-of-way line of US Highway 56-283 to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14 minutes 05 seconds West along the west line of the Southeast quarter of Section 20 for 28 feet; thence North 29 degrees 10 minutes 18 seconds West parallel with and 750 feet westerly of the centerline of Runway 14-32 for 2,928.26 feet to a point on the north line of the southwest Quarter of Section 20; thence South 89 degrees 15 minutes 43 seconds East along said north line of the southwest quarter of Section 20 for 279.5 feet; thence North 26 degrees 10 minutes 18 seconds West for 1,228.08 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence North 26 degrees 10 minutes 18 seconds West for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence North 26 degrees 10 minutes 18 seconds West for 961.60 feet to the south right-of-way line of US Highway 50; thence South 89 degrees 16 minutes 23 seconds East along said south right-of-way line of US Highway 50 for 112.13 feet; thence South 26 degrees 10 minutes 18 seconds East for 910.87 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence South 26 degrees 10 minutes 18 seconds East for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence South 26 degrees 10 minutes 18 seconds East for 900 feet; thence North 63 degrees 49 minutes 42 seconds East for 100 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 600 feet easterly of the centerline of Runway 14-32 for 2,361.81 feet; thence South 89 degrees 03 minutes 34 seconds East for 1,785.95 feet to a point on the east line of Section 20; thence South 89 degrees 06 minutes 17 seconds East parallel to the south line of Section 21 for 700 feet; thence South 57 degrees 39 minutes 37 seconds East for 464.77 feet; thence South 32 degrees 20 minutes 23 seconds West for 719.66 feet; thence South 0 degrees 30 minutes 56 seconds East parallel to the west line of Section 21 for 462.45 feet to a point on the south line of said Section 21; thence South 0 degrees 12 minutes 04 seconds West parallel to the west line of Section 28 for 254.76 feet; thence South 89 degrees 06 minutes 17 seconds East parallel to the north line of said Section 28 for 457 feet; thence South parallel to said west line of Section 28 for 640 feet; thence west parallel to said north line of Section 28 for 1,157 feet to the point of beginning.

(F) A tract of land being part of Sections 21 and 28, Township 26 South, Range 25 West of the 6th P.M. Ford County, Kansas, referred to as Casino and Event Center, more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwesternly right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet;

thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

Said tract of land is considered contiguous with the City of Dodge City via right of way U.S. Highway 50 and Matt Down Road.

(G) A tract of land in the Northeast Quarter (NE/4) of Section Twelve (12), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Commencing at a 5/8-inch diameter smooth bar, at the Northeast Corner of the Northeast Quarter of Section 12, Township 27South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas; Thence bearing North 89°01'51"West (as the bearing is described in Corporate Warranty Deed, recorded at Book 202, Page 342, with the Office of the Register of Deeds, Ford County, Kansas) along the North line of said Northeast Quarter of Section 12 a distance of 2638.15 feet to a 3/4-inch iron pipe with a red plastic I.D. cap stamped "PEC LS65" inside of an aluminum Ford County monument box at the Northwest Corner of said Northeast Quarter of Section 12; Thence bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 249.86 feet to the South line of the right of way for U.S. Highway 56 and to the POINT OF BEGINNING; Thence continuing bearing South 01°02'13" West along the West line of said Northeast Quarter of Section 12 a distance of 2402.03 feet to a 3/4-inch iron pipe with I.D. cap stamped "A TO Z LS 1053" at the Southwest Corner of said Northeast Quarter of Section 12; Thence bearing South 89°00'31"East along the South line of said Northeast Quarter of Section 12 a distance of 2644.44 feet to a 1/2-inch diameter rebar, at the Southeast Corner of said Northeast Quarter of Section 12; Thence bearing North 0°54'04"East along the East line of said Northeast Quarter of Section 12 a distance of 2304.49 feet to a point on the South line of the right of way for U.S. Highway 56, said point being distant 348.42 feet south of said Northeast Corner of the Northeast Quarter of Section 12; Thence, following said South line of the right of way for U.S. Highway 56 for the remaining courses, bearing North 68°18'35"West a distance of 272.16 feet; THENCE bearing South 89°56'40"West a distance of 200.06 feet; Thence bearing North 88°37'24"West a distance of 1500.00 feet; Thence bearing South 82°50'45"West a distance of 101.12 feet; Thence bearing North 88°06'09"West for a distance of 584.29 feet to the POINT OF BEGINNING. Encompassing 145.30 acres, more or less.

Adopted by the Governing Body of the City of Dodge City

This 4th, day of December, 2023.

Michael Burns, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 4, 2023
Subject: Approval of Amendment #2 to the Jacobs Agreement for Operations, Maintenance, and Services for Calendar Year 2024
Agenda Item: New Business

Purpose: Extend the agreement between the City and Jacobs for the Operation, Maintenance, and Service of the City's Wastewater Treatment Plants and Biogas Facility.

Recommendation: Approve Amendment #2 to the Jacobs Agreement of Operations, Maintenance, and Services for operation for calendar year 2024.

Background: On November 15, 2021, the City and Jacobs entered into the original Agreement for Operations, Maintenance, and Management Services. As part of the agreement there is a yearly adjustment/amendment to be approved that covers the next calendar year. Amendment #2 will begin January 1, 2024, and end December 31, 2024. The proposed cost for 2024 is \$2,507,130.51. This is an increase of \$66,285.51 or 2.71% increase over the 2023 agreement amendment of \$2,440,845.00.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: The cost of Amendment #2 for 2024 is \$2,507,130.51. Which represents a 2.71% increase over the 2023 agreement amendment.

Amount \$: \$2,507,130.51

Fund: 52042200 420003

Budgeted Expense Grant Bonds Other

Legal Considerations: The only amendment to the original agreement is Article E.1.1 in Appendix E for adjusted compensation for services performed under the agreement.

Mission/Values: This aligns with the City's Core Values of Safety, Ongoing Improvement, and Working Towards Excellence.

Attachments: Amendment #2

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

5AMENDMENT NO. 2
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT NO. 2 is made and entered into this ____ day of _____ 2023, by and between the City of Dodge City, Kansas (hereinafter “Owner”), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Jacobs Project Management Co. (hereinafter “Operator”), whose address for any formal notice is **6312 S. Fiddlers Green Circle, Suite 300N, Greenwood Village, CO 80111**. This is an Amendment to the Agreement for Operations, Maintenance and Management Services dated the 15th day of November 2021, between Owner and Operator (the “Agreement”). Collectively, Owner and Operator will be referred to as the “Parties” and each individually as a “Party.”

Owner and Operator agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to Operator as compensation for Services performed under this Agreement a Base Fee of **Two Million Five Hundred Seven Thousand One Hundred Thirty Dollars and Fifty-One Cents (\$2,507,130.51)** which includes the Base Fee, Biosolids Cost, Gypsum Costs, Repairs Costs, Chemicals Costs and the Membrane Agreement Costs for the period of **January 1, 2024 through December 31, 2024**. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

All other terms and conditions of the original November 15, 2021 Agreement, as it has subsequently been amended, shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

**JACOBS PROJECT
MANAGEMENT CO.**

**CITY OF DODGE CITY,
KANSAS**

Authorized Signature:

Authorized Signature:

Name: Craig Faessler
Title: Geographic Director of Operations
Date: _____

Name: Nick Hernandez
Title: City Manager
Date: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: December 5, 2023
Subject: Approval of Bid for Asphalt Street Chip Sealing, ST 2404
Agenda Item: New Business

Purpose: The purpose of this project is to apply chip sealant to asphalt streets as a preventative maintenance measure. Chip sealing is a low-cost maintenance technique that helps extend the service life of asphalt streets. This project will concentrate on maintenance zone #3 (see attached map).

Recommendation: Approve the bid from Circle C Paving and Construction, LLC to apply chip seal to 166,500 square yards (≈10 miles of City streets) of asphalt pavement for \$450,000. The two other bidders on the project. The engineer's estimate for the project was 159,574 square yards.

Background: This project will perform preventative maintenance on most asphalt streets in maintenance zone #3. This maintenance consists of applying a layer of emulsified asphalt material, which will fill minor surface distresses, followed by a layer of rock chips which seals off the asphalt surface and helps prevent water from percolating through cracks. This application will smooth out minor surface deformities and provide a new wearing surface to the pavement. Maintenance zone #3 can be seen in the attached map and has already received an application of mastic crack sealant. Public works will complete utility patching and pothole repairs in this zone prior to the chip seal application. Asphalt streets in zone #3 that have planned reconstruction or major maintenance in the next few years will not receive chip sealing.

City Commission Options:

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

Financial Considerations:

Amount \$: 450,000.00

Funds: Street Sales Tax Fund

Budgeted Expense Grant Bonds Other

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

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab & asphalt maintenance zone map.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2024 Asphalt Street Chip Sealing
 PROJECT #: ST 2404
 BID DATE: 11/14/23

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	"Shot Rock" Sealing - CRS-1HP	S.Y.	159,574	2.82	\$ 450,000.00

TOTAL **159,574** SY

CONTRACTOR: Circle C Paving	
ADDRESS: P.O. Box 361	
CITY:	Goddard
STATE:	Kansas
ZIP:	67052
QTY	CONTRACT AMOUNT
166,500	\$ 450,000.00

TOTAL **166,500** SY

BID SECURITY 5%
 START DATE 9/15/2024

CONTRACTOR: APAC-Kansas, Inc.	
ADDRESS: 302 Peyton St.	
CITY:	Emporia
STATE:	Kansas
ZIP:	66801
DOES NOT MEET SPECIFICATIONS	
QTY	CONTRACT AMOUNT
135,542	\$ 450,000.00

TOTAL **135,542** SY

BID SECURITY 5%
 START DATE 6/25/2024

CONTRACTOR: Heft & Sons, LLC	
ADDRESS: P.O. Box 200	
CITY:	Greensburg
STATE:	Kansas
ZIP:	67054
DOES NOT MEET SPECIFICATIONS	
QTY	CONTRACT AMOUNT
152,500	\$ 450,000.00

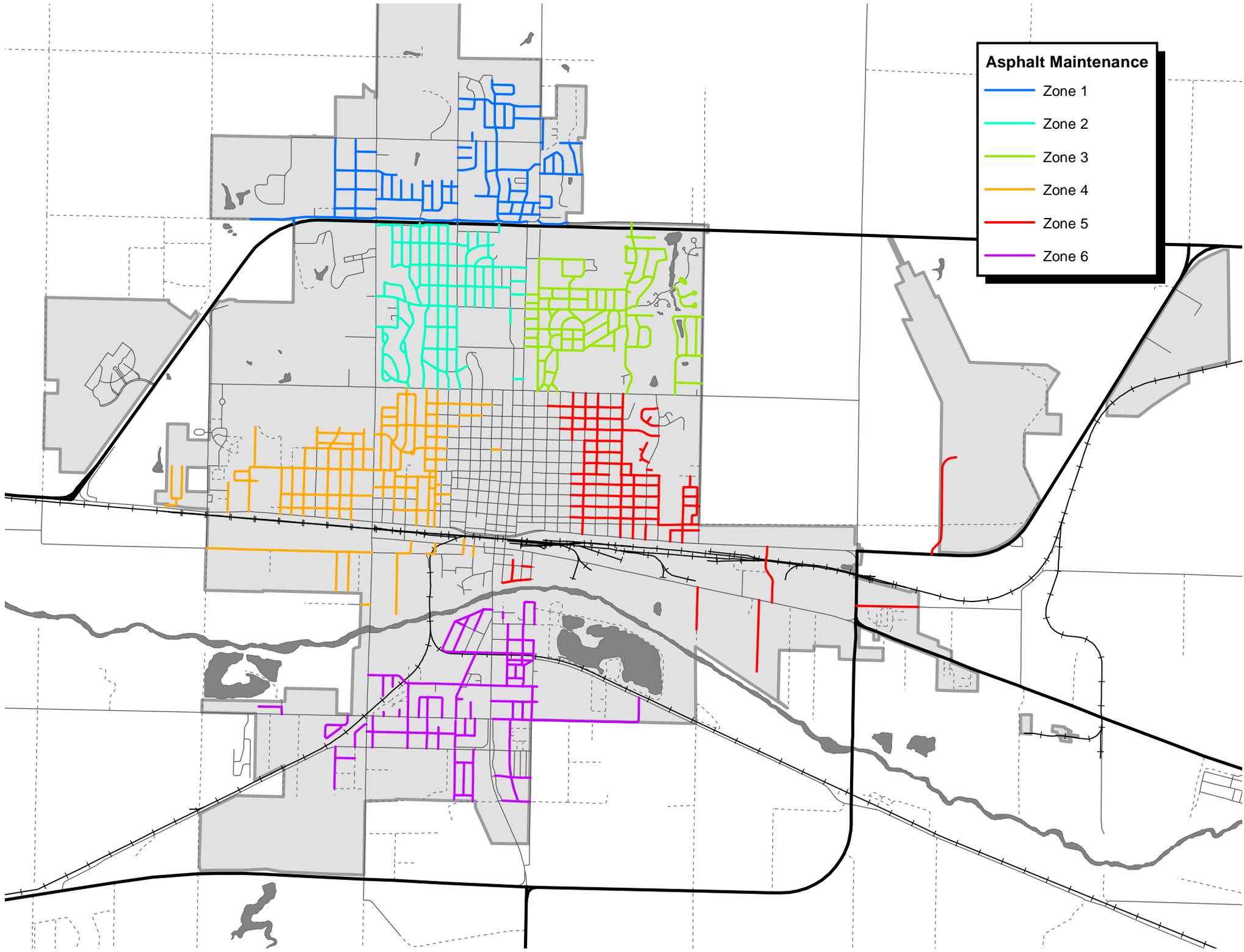
TOTAL **152,500** SY

BID SECURITY 5%
 START DATE 7/15/2024

3/8" Washed Chips from Harshman in Howard, Ks. After Chip Seal, a Fog Seal will be applied to control dust.

Asphalt Maintenance

- Zone 1
- Zone 2
- Zone 3
- Zone 4
- Zone 5
- Zone 6





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: December 5, 2023
Subject: Approval of Bid to Apply Asphalt Crack Sealant, ST 2403
Agenda Item: New Business

Purpose: The purpose of this project is to apply crack sealant to asphalt streets and other City facilities as a preventative maintenance measure. Applying sealant to cracks is a low-cost maintenance technique that helps extend the service life of asphalt streets. This project will concentrate on maintenance zone #2 (see attached map) for large cracks.

Recommendation: Approve the bid from Stripe & Seal, LLC to apply 6,600 gallons of large crack seal material and 3,600 gallons of small crack seal material to the City's asphalt streets. City Staff would also recommend extending the quantity of large crack seal material to 6,930 gallons, which equates to a \$5,000 increase, to be applied at Saint Mary's Soccer Complex.

Background: This project will perform preventative maintenance on several asphalt streets and a park facility in the City. This maintenance consists of filling cracks in asphalt pavement to prevent water from percolating to the sub-grade. The streets in town that will receive mastic with this project are in maintenance zone #2, which includes all the asphalt streets north of Comanche St., south of US50 Highway and west of Central Ave.

This project will be split up with \$100,000 in large crack seal & \$50,000 in small crack seal for City streets and \$5,000 in large crack seal for Saint Mary's Soccer Complex.

City Commission Options:

1. Approve Bid
2. Disapprove Bid
3. Table for further discussion

Financial Considerations:

Amount \$: 155,000.00

Funds: 12230300 442011 (Special Streets)
11052710 441010 (Soccer Complex)

Budgeted Expense Grant Bonds Other

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

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Bid Tab & asphalt maintenance zone map.

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: Application of Crack Sealant

PROJECT #: ST 2204

BID DATE: 11/15/22

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Application of Mastic	GAL	6,250	\$16.00	\$ 100,000.00
2	Application of Crack Sealant	GAL	4,082	\$12.25	\$ 50,000.00

TOTAL **10,332**

Mastic = Gallons x .667	4169
Crack Sealant = Gallons x .333	<u>1359</u>
Total	5528

CONTRACTOR: Stripe & Seal, LLC	
ADDRESS: 1518 Yocemento Ave.	
CITY:	Hays
STATE:	Kansas
ZIP:	67601
LOW BIDDER	
QTY	CONTRACT AMOUNT
6,600	\$ 100,000.00
3,600	\$ 50,000.00

TOTAL **10,200**

BID SECURITY	5%
START DATE	3/15/2024
	4402
	<u>1199</u>
	5601

CONTRACTOR: Circle C Paving and Construction	
ADDRESS: P.O. Box 361	
CITY:	Goddard
STATE:	Kansas
ZIP:	67052
QTY	CONTRACT AMOUNT
4,960	\$ 100,000.00
1,905	\$ 50,000.00

TOTAL **6,865**

BID SECURITY	5%
START DATE	5/1/2024
	3308
	<u>634</u>
	3943



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: December 4, 2023

Subject: Approve Change Order (CO) #5 for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: Approval CO #5 for the construction of a retaining wall along Anaerobic #4 on the expansion of the south WWTP.

Recommendation: Approve CO #5 for the construction of a retaining wall along Anaerobic #4 on the expansion of the South WWTP in the amount of \$376,922.00.

Background: At the November 7, 2022, Commission Meeting the Commission approved the contract with UCI for the Expansion of the South WWTP. With Hilmar Cheese development along with additional growth of the city and Industrial users, the existing South WWTP will be beyond its design capacity for treatment.

To provide better vehicle and worker access to the west side of Anaerobic #4, a retaining wall is needed to elevate the area immediately adjacent to Anaerobic #4. This retaining wall will be constructed along the eastern edge of Facultative #3 for approximately 360 L.F. This wall will allow the roadway to be roughly 18” below Anaerobic #4 top of wall. This makes it safer for Jacobs employees to get onto the cover of Anaerobic #4 for maintenance purposes, i.e., pump off water, make minor repairs, etc.

We do have a contingency fund for this project. Currently, the contingency fund is \$636,752.15. However, Staff would prefer not to fund the construction of this retaining wall from the contingency fund as the project is far from the finish and there may be other expenses that the fund will need to cover.

Here is a summary of the CO's to date.

- CO #1 – Addition of Earthwork to UCI's GMP
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall
- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: CO #5 amount is \$376,922.00. Funding will come from the State Revolving Fund.

Amount \$: \$376,922.00

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: This Change Order will be added to the UCI's GMP Contract.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: CO #5

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
 122025. P.O. Box 880
 Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 5
 Seq #: 1

Contractor: Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Change Order Date: 11/20/23

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
5	1		LS	Facultative #3 Retaining Wall		\$376,922.00

Change Order 5 per the attached scope of work from MJE and following breakdown:

Retaining Wall 6.5' x 12" Thick, 4000PSI

MJE Cost - \$325,800.00
 UCI Markup(10%) - \$32,580.00

Drilled Piers for Retaining Wall(UCI Scope)

UCI Cost - \$16,124.00
 UCI Markup (15%) – \$2,418.00

*CO#5 will take an additional 20 working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 5 can be deducted from current contingency or added to the GMP.

Authorized By Owner: _____
 City of Dodge City
 P.O. Box 880
 Dodge City, KS 67801

Accepted By Contractor: _____
 Utility Contractors Inc
 PO Box 9592
 Wichita, KS 67277-0592

Engineer: _____
 Professional Engineering Consultants
 303 S Topeka
 Wichita, KS 67202

QUOTE FOR CONSTRUCTION



MJE, LLC

26503 Eleven Road

Montezuma, Kansas 67867

Contact: Jill Wahl

Phone: 620-846-2634

Email: jwahl@mjellc.net

Quote To: Walter Marcotte
UCI

Job Name: DCWW Facultative #3 Retaining Wall
Change Order

Date of Quote: 11/9/2023

Date of Plans: 10/30/2023

Phone:

Email:

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	RETAINING WALL 6.5' x 12" THICK, 4000 PSI	1.00	LS	325,800.00	325,800.00
	<p>Price includes removal of existing curb at the facultative cell #3 and installation of 6.5' tall, 12" thick retaining wall with reinforcing piers/footing. Revised plansheets CG104, CG105, CG130, and SC501 dated 10/30/2023 were utilized for this change order.</p> <p>Wall shall be supported with 12" diameter, 12' tall concrete piers drilled into the ground, placed 8' on center. Concrete shall be 4000 PSI and reinforced with a rebar cage of (5) #4 bars and #3 ties placed at 12" on center. The rebar cage will extend up from the pier through the retaining wall.</p> <p>**Cost to drill the piers has been excluded from this change order as UCI will complete this portion of the project.**</p> <p>MJE has added a 3' wide x 12" thick footing at the top of the piers for form support for wall construction. Footing will be constructed with 4000 PSI concrete and reinforced with a double mat of #4 rebar placed 12" on center.</p> <p>Retaining wall shall be 6.5' tall x 12" thick constructed of 4000 PSI concrete with #5 rebar reinforcement placed at 12" on center. A 5' #5 bent bar shall be placed every 2' on center along the top of the retaining wall.</p> <p>(continued)</p>				

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>The space between the Facultative #3 slope and new retaining wall shall be filled with 3/4" Type B Expansion Joint Material per plansheet. Note: Based on drawing shown on CG130, it appears the fit of the wall to the slope may not be 3/4" for this expansion board. If additional retrofit is required in the field, additional cost shall be incurred.</p> <p>Drain basins will be placed on the road with 8" PVC pipes dropping in to Facultative #3. There are three basins included in this quote as called out on plansheet CG130. Drain basin material shall be 18" ADS Drain Basins prefabricated based on elevations shown on CG130 for basins.</p> <p>Price includes backfilling road to raise elevation with dirt from the ongoing excavation activities.</p>				

GRAND TOTAL

\$325,800.00

NOTES:

1. This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such documents constitute the contract between Owner and MJE, LLC.

Presented by: *Jill M. Wahl*
MJE, LLC

Accepted by:



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order # PCO 5

Title: Facultative Cell #3 Retaining Wall per the attached MJE scope of work

Additional Days for PCO #5: 20 days

Description: UCI to drill 46ea - 12" dia. piers 12' deep

DIRECT LABOR					Rate	Unit	Duration	Subtotal
Supervisor		\$75.00	MH	45			\$3,375	
Operator 2ea		\$44.00	MH	90			\$3,960	
Concrete Tech 2ea		\$35.00	MH	90			\$3,150	
DIRECT LABOR TOTAL							225	\$10,485
MATERIALS								Subtotal
								\$0
								\$0
								\$0
MATERIAL TOTAL							\$0	
EQUIPMENT RENTAL					Rate	UNIT	Duration	Subtotal
PU Truck		\$80.00	DY	5			\$400	
314 Cat Excavator		\$215.00	DY	5			\$1,075	
Auger Motor/Attachment		\$25.00	DY	5			\$125	
Skid Steer		\$167.00	DY	5			\$835	
		\$0.00	DY	0			\$0	
		\$0.00	DY	0			\$0	
		\$0.00	DY	0			\$0	
Subtotal							\$2,435	
Misc Equipment Running Costs								
Fuel, oil, gas, grease (30% of Equipment Rental Cost)								\$731
Equipment Hauling (Equipment is on site)								\$130.00 HR 0 \$0
Subtotal							\$731	
EQUIPMENT TOTAL							\$3,166	
GENERAL EXPENSE								
Labor								
Project Leader		\$95.00	MH	2			\$190	
Site Manager		\$95.00	MH	0			\$0	
Production Leader		\$105.00	MH	4			\$420	
Production Associate		\$85.00	MH	4			\$340	
QA/QC Associate		\$85.00	MH	4			\$340	
Procurement Associate		\$85.00	MH	0			\$0	
Safety Supervisor		\$85.00	MH	4			\$340	
Subtotal							18	\$1,630
Materials								
Safety provisions		\$1.00	MH	243			\$243	
Area yard charges		\$1.00	MH	243			\$243	
Small tools		\$1.50	MH	238			\$357	
Utilities		\$15.00	Day	0			\$0	
Office Facilities		\$45.00	Day	0			\$0	
Subtotal							\$843	
GENERAL EXPENSE TOTAL							\$2,473	
UCI TOTAL WORK ITEMS							\$16,124	
UCI FEE							15%	\$2,418.53
UCI TOTAL COST							\$18,542	
SUBCONTRACTS								
MJE								\$325,800
SUBCONTRACT TOTAL WORK ITEMS							\$325,800	
UCI SUBCONTRACT FEE							10%	\$32,580.00
UCI SUBCONTRACT TOTAL COSTS							\$358,380	
TOTAL COST (UCI WORK AND SUBCONTRACTORS)							\$376,922	



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 4, 2023
Subject: Approval of Design Services for the Completion of Final Plans for Comanche St., US 50 to 14th Ave., ST 0909
Agenda Item: New Business

Purpose: The purpose of this agreement is to provide the design services is to complete the plans for the Comanche St. construction from US 50 to 14th Ave.

Recommendation: Approve the Agreement for Services for the completion of plans for Comanche St. from US 50 to 14th Ave. with Brungardt Honomichl & company, P.A. (BHC) in the amount of \$220,882.00.

Background: The design of this project was started in April of 2010. The original design agreement was for BHC to complete the design of the project to Office Check Phase. At that time the City would then determine if Final Plans would be needed to construct the roadway per the approved concept. Office Check plans were completed in May of 2015. However, the project was shelved for a later date.

This project has never fully gone away, from time to time it was dusted off and discussed upon how and if the project should proceed. The project has remained in the City's Capital Improvement Project every year since 2015. This roadway would provide a direct route from the United Wireless Event Center/Boot Hill Casino and Resort Conference Center and the Boot Hill Casino and any other development that may happen in the area to the heart of town. With the completion of the plans, the City would be able to apply for possible grants, State and/or Federal Funding to construct the project. Many of these grants and funding opportunities expect the project to be shovel ready in a matter of a few months.

The plan is for Comanche St. to be for a 4-lane boulevard street from US 50 to the Walmart Drive. From there to 14th Ave., Comanche St. would be a 5-lane section with a Two Way Left Turn Lane (TWLTL). This would be done by adding one lane in each direction to the recently reconstructed portion of Comanche St. from the Walmart drive to 14th Ave. Sidewalks and a Multi-Use Trail would also be included with the project. A new 16" waterline would be designed to replace the existing 12" waterline.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: The Agreement for Services with BHC is for an amount of \$220,882.00.

Amount \$: \$220,882.00

Fund:

Budgeted Expense Grant Bonds Other

Legal Considerations: The City will enter into a contract with BHC and is bound by the provisions of this contract.

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

Attachments: Agreement for Services from BHC.

Approved for the Agenda by:

A handwritten signature in blue ink that reads "Ray Slattery, PE". The signature is written in a cursive style.

Ray Slattery, PE, Dir. of Engineering Services

AGREEMENT FOR SERVICES

**Professional Services
For
Resume Completion of Final Plans for Comanche Street
(US 50 Hwy to 14th Ave)**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC Contract Number:
October 30, 2023**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the _____ day of _____, 2023, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 7101 College Blvd., Suite 400, Overland Park, Kansas 66210, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires professional services for the resumption and completion of design of improvements to Comanche Street from US 50 Hwy intersection to 14th Avenue as described in Attachment 'A'; and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 – SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in **Attachment A - Scope of Services**, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 – COMPENSATION AND TERMS OF PAYMENT. Client shall pay Consultant for performance of services in accordance with fees presented in **Attachment B - Compensation**, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks based on completion of the individual work items described in the Fee Schedule. Payment shall be due upon receipt and shall be considered past due after 30 days. After 30 days, an interest fee of 0.5% per month shall be applied for all late amounts.

ARTICE 3.0 – ADDITIONAL SERVICES. Additional services may be provided after execution of this agreement without invalidating this agreement. Upon recognizing the need to perform additional services that may arise as the project proceeds, the consultant shall notify the Client. The Consultant however shall not proceed to provide such services until the Consultant receives the Clients written authorization. Additional services provided in accordance with this section shall entitle the Consultant to additional compensation.

ARTICLE 4.0 – CHANGED CONDITIONS. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, the Consultant may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed

conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement in accordance with the Termination provision hereof.

ARTICLE 5.0 – GENERAL OBLIGATIONS OF CONSULTANT. In providing services under this Agreement, the Consultant shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality.

Consultant shall exercise usual and customary professional care in its effort to comply with rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Client.

ARTICLE 6.0 – GENERAL OBLIGATIONS OF THE CLIENT. The Client shall provide payment to the Consultant as provided in Article 2.0, Compensation.

Client shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

Client shall make available to the Consultant any documents, drawings, electronic files, specifications, files or other information necessary in the execution and completion of the Services. The Client shall furnish, at the Client's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

Client shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the Consultant.

ARTICLE 7.0 – OWNERSHIP OF DOCUMENTS. The Client acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the Client upon completion of the Services and payment in full of all monies due to the Consultant. The Client shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the Client without the written authorization of the Consultant.

ARTICLE 8.0 – INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the Client in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
3. Automobile Liability (hired, owned, non-owned)
 - Bodily Injury \$1,000,000
 - Property Damage \$1,000,000
4. Professional Liability \$1,000,000

Upon request by the Client, the Consultant shall provide the Client with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days' notice in writing to the Client.

ARTICLE 9.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 10.0 – TERMINATION AND SUSPENSION. Either party may terminate this Agreement at any time by giving the other party five (5) calendar day's written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

If the Client fails to make payment in accordance with this Agreement or otherwise is in material breach of this Agreement, the Consultant may suspend the performance of services upon five (5) calendar days written notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full for all outstanding amounts due the Consultant, or curing of other such breach which caused the Consultant to suspend services, the Consultant may resume services and there shall be equitable adjustment to the remaining project schedule and fees as a result of such suspension.

ARTICLE 11.0 – NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

ARTICLE 12.0 – STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the Client.

ARTICLE 13.0 – GOVERNING LAW AND JURISDICTION. The Client and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

ARTICLE 14.0 – DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation.

ARTICLE 15.0 – THIRD PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder.

ARTICLE 16.0 – JOBSITE SAFETY. Neither the professional activities of the Consultant, nor the presence of the Consultant or its employees and subconsultants at a construction/project site, shall impose any duty on the Consultant, nor relieve the General Contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the Contract Documents and any health or safety precautions required by any regulatory agencies. The Consultant and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. The Client agrees that the General Contractor shall be solely responsible for jobsite and worker safety and warrants that this intent shall be carried out in the Client's contract with the General Contractor. The Client also agrees that the General Contractor shall defend and indemnify the Client, the Consultant and the Consultant's subconsultants. The Client also agrees that the Client, the Consultant and the Consultant's subconsultants shall be made additional insureds under the General Contractor's policies of general liability insurance.

ARTICLE 17.0 – HAZARDOUS MATERIALS. Both parties acknowledge that the Consultant's scope of services does not include any services related to the presence of any hazardous or toxic materials. In the event the Consultant or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to the Consultant that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of the Consultant's services, the Consultant may, at its sole option and without liability for consequential or any other damages, suspend performance of its services

under this Agreement until the Client retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations.

ARTICLE 18.0 – SEVERABILITY. If any term or provision of this Agreement is held to be invalid or unenforceable under any applicable statute or rule of law, such holding shall be applied only to the provision so held, and the remainder of this Agreement shall remain in full force and effect.

ARTICLE 19.0 – ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the Client and the Consultant. It supersedes all prior communications, understandings and agreements, whether oral or written. Both parties have participated fully in the preparation and revision of this Agreement. Any rule of contract construction regarding ambiguities being construed against the drafting party shall not apply in the interpreting of this Agreement, including any Section Headings or Captions. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**City of Dodge City
Dodge City, Kansas**

**Consultant
Brungardt Honomichl & Company, P.A.**

Authorized Signature

By: 

Randall J. Gorton, P.E., PTOE

Title: Vice-President

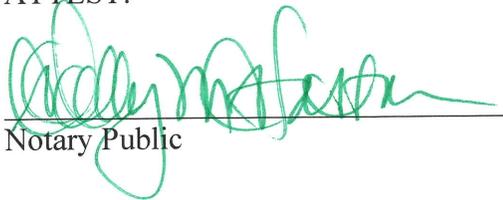
Date: _____

Date: 10/30/2023

ATTEST:

City Clerk

ATTEST:



Notary Public

HOLLY HUSTON
Notary Public-State of Kansas
My Appt. Expires 6/3/24

Task No.	Attachment A Scope of Services COMPLETING IMPROVEMENTS DESIGN Comanche Improvements (US 50 to 14th) Dodge City, KS Prepared By: BHC (Oct 2023) SCHEDULE: Construction in 2025	Phase	Task	Labor (Hours) / Average Rates									Labor		Reimbursable Expenses	Total Task Fee
				Public Works						Surveying			Hours	Cost		
				Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member				
				\$225	\$215	\$195	\$185	\$145	\$163	\$175	\$140	\$110				
1. Data Collection Updates																
A.	Attend a pre-design meeting to establish the City's updated design criteria for the project.	71	782		6		6						12	\$2,400	\$1,700	\$4,100
B.	Document design criteria for the project and prepare a design memorandum that is to be submitted to the City.	71	780		3								3	\$645		\$645
C.	Develop an updated design schedule. Submit a copy to the City and provide digital updates at scheduled progress meetings. The schedule should include the following milestones: Data Collection, revised Office Check Plans to the City, Approximate Utility Coordination Meeting Dates, Right-of-way / Easements to the City, Approximate Public Meeting / Individual Stakeholder Meeting Dates, Final Plans to the City.	71	780		3								3	\$645		\$645
D.	Contact utility companies to determine the location of current existing facilities, collect as-built plans and determine location of planned improvements.	71	770					4	2				6	\$906		\$906
E.	Perform field surveys to obtain sufficient detail for the project design. For all work within the right-of-way, the surveyor shall install and maintain traffic control in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD) prior to and during the work. The surveyor shall also notify all property owners along the project of the topographic survey prior to any work being done.	71	772		4				4				8	\$1,512	\$14,000	\$15,512
F.	Update ownership certification information secured by the City from a title company to determine current right-of-way lines, property lines, easement limits and ownership information.	71	772				1	2					3	\$475		\$475
Task 1 Subtotal					16		7	6	6				35	\$6,583	\$15,700	\$22,283
2. Updated Office Check Design																
A.	Prepare updated horizontal alignment of roadway using refreshed design topo	71	736	4	4		12		16				36	\$6,588		\$6,588
B.	Prepare updated vertical profile of roadways.	71	736	4	4		12		16				36	\$6,588		\$6,588
C.	<i>Discuss updated preferences for landscape and aesthetic elements of project</i>	71	780		6				4				10	\$1,942	\$5,000	\$6,942
D.	Updated stormwater analysis of likely cross-road culverts and tributary areas for roadside drainage per established design criteria.	71	740			12		12					24	\$4,080		\$4,080
E.	Update 16" waterline main design	71	720	1	4	4			12				21	\$3,821		\$3,821
F.	Prepare representative updated cross-sections of options illustrating potential construction limits and ROW needs.	71	758		8		16		32				56	\$9,896		\$9,896
G.	Meeting to review updated conceptual design with City staff and other stakeholders.	71	782		4		4						8	\$1,600	\$2,000	\$3,600
Task 2 Subtotal					9	30	16	44	12	80			191	\$34,515	\$7,000	\$41,515

Task No.	Attachment A Scope of Services COMPLETING IMPROVEMENTS DESIGN Comanche Improvements (US 50 to 14th) Dodge City, KS Prepared By: BHC (Oct 2023) SCHEDULE: Construction in 2025	Phase	Task	Labor (Hours) / Average Rates									Labor		Reimbursable Expenses	Total Task Fee
				Public Works						Surveying			Hours	Cost		
				Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.	Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor	Crew Chief	Crew Member				
				\$225	\$215	\$195	\$185	\$145	\$163	\$175	\$140	\$110				
3.	Right-of-Way, Easements and Tract Maps															
A.	Prepare individual tract maps. Submit one (1) set of colored updated right-of-way plans and separate tract maps to the City for review. A separate drawing will be submitted for each type of taking (right-of-way, temporary construction easement, utility easement, and sidewalk easement) for each parcel. It is anticipated that takings will be needed from up to seventeen (17) tracts. CITY PROVIDES O&E INFO	72	772		2				4	9	38		53	\$7,977		\$7,977
B.	Prepare legal descriptions of each taking for each tract on separate sheets. Each legal description shall be in the following format: Heading: EXHIBIT "A" Heading Information: Tract # (Line 1), Owner (Line 2), Type of Taking (Line 3) Body: Legal Description & R.L.S. Seal, with signature and date It is anticipated that takings will be needed from up to seventeen (17) tracts. A hard copy as well as an electronic copy of the legal descriptions shall be submitted to the City.	72	772		2			4		9	30		45	\$6,785		\$6,785
C.	Provide field stakes at each property for proposed ROW and easement corners (assuming 17 tracts).	72	772		2					8	35	35	80	\$10,580	\$450	\$11,030
D.	Incorporate City review comments.	72	772		2					4			6	\$1,130		\$1,130
E.	<i>[intentionally left blank]</i>	72	772											\$0		\$0
F.	<i>[intentionally left blank]</i>	72	772											\$0		\$0
G.	Provide Quality Assurance and Quality Control.	72	784	2	4		4						10	\$2,050		\$2,050
	Task 3 Subtotal			2	12		4	4	4	30	103	35	194	\$28,522	\$450	\$28,972

Task No.	Attachment A Scope of Services COMPLETING IMPROVEMENTS DESIGN Comanche Improvements (US 50 to 14th) Dodge City, KS Prepared By: BHC (Oct 2023)			Phase	Task	Labor (Hours) / Average Rates									Reimbursable Expenses	Total Task Fee		
	Public Works						Surveying			Labor Hours	Labor Cost							
	Prin. Prog. Man.	Project Manager	Sr. Proj/Traffic Eng.			Project Eng.	Design Eng.	Sr. Eng. Tech.	Proj. Surveyor			Crew Chief	Crew Member					
	\$225	\$215	\$195			\$185	\$145	\$163	\$175			\$140	\$110					
4.	Final/PS&E/Bid Plans																	
A.	Prepare the following office check plan sheets.																	
	Title Sheet.	73	730			1	1		1				3	\$555	\$555			
	General Notes and Legend.	73	730			1			1				2	\$360	\$360			
	Quantities.	73	732			1	1		4	2			8	\$1,316	\$1,316			
	General Layout and Survey Data Sheet.	73	730				1			2			3	\$521	\$521			
	Typical Sections.	73	734				2			2			4	\$716	\$716			
	Plan & Profiles.	73	736				12	8	8	24			52	\$9,212	\$9,212			
	Driveway Plan & Profiles	73	736					8	24	24			56	\$8,952	\$8,952			
	Intersection Details.	73	738				6	8	12	40			66	\$11,110	\$11,110			
	Water Main Plan & Details	73	720	1		4	8			16			29	\$5,253	\$5,253			
	Roadway Details.	73	744					2	2	4			8	\$1,332	\$1,332			
	Landscape Item Design & Details	73	780				4			4			8	\$1,512	\$12,000			
	Culvert Analysis, Layout & Details	73	740	1		2	16		8	16			43	\$7,543	\$7,543			
	Retaining Wall Details	73	780				2			4			6	\$1,082	\$500			
	Erosion Control Plan & Details.	73	748				1	2	2				5	\$895	\$895			
	Pavement Marking and Signing Plan & Details.	73	754				1	6		6			13	\$2,363	\$2,363			
	Construction Phasing Plan.	73	756				2	4		6			12	\$2,188	\$2,188			
	Traffic Control Details.	73	756				1	4	4				9	\$1,575	\$1,575			
	Drainage Area Map and Calculations.	73	740					6	6	1			13	\$2,203	\$2,203			
	Cross Sections.	73	758				2	2	40	60			104	\$16,400	\$16,400			
B.	Submit two (2) half-size sets of office check plans to the City for review and comment. In addition, submit a copy of the office check plans to the City in electronic format.			73	780			1			2		3	\$541	\$250			
C.	Prepare a revised cost estimate.			73	732			2	1	4	4		11	\$1,847	\$1,847			
D.	Revise plans as per City plan review comments.			73	780			4	4	8	12	28	56	\$9,424	\$9,424			
E.	Conduct a utility coordination meeting (virtual)			73	770			4	1	2	1		8	\$1,570	\$1,570			
F.	Conduct a public meeting/open house			73	782	4		12		12	4		32	\$5,872	\$2,000			
G.	Client communication and coordination.			73	784			16	4	1	1	2	24	\$4,876	\$750			
H.	Provide Quality Assurance and Quality Control.			73	784	4		4	2				10	\$2,150	\$2,150			
	Task 4 Subtotal					10	83	90	12	142	251		588	\$101,368	\$15,500			
5.	Construction Administration																	
A.	Provide technical assistance during construction. Technical assistance includes but is not limited to answering questions during the bidding process and/or during construction, reviewing shop drawings and catalog cuts, attending a preconstruction meeting if requested by the City.			74	790	2	24	8		16	8		58	\$10,794	\$450			
	Task 5 Subtotal					2	24	8		16	8		58	\$10,794	\$450			
													Design & Topo Subtotal =		\$180,666			
													ROW/Easement Acquisition Subtotal =		\$28,972			
													Construction Admin Subtotal =		\$11,244			
Project Total						23	165	114	67	180	349	30	103	35	1066	\$ 181,782	\$ 39,100	\$ 220,882

Attachment B Fee Schedule

Resume Completion of Final Plans for Comanche Street

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on a time and expense basis with the total amount for the services agreed to within Attachment A not to exceed Two Hundred Twenty Thousand Eight Hundred Eighty Two Dollars (\$220,882.00).

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services are required and agreed to in writing by the City, an equitable adjustment in fee and time of performance will be mutually determined by both the Consultant and the City prior to the Consultant proceeding with the additional services.

Additional work will be performed on an hourly basis at our current hourly rates. Reimbursable expenses incurred outside of this agreement will be charged to the City in accordance with the current reimbursable expense schedule.

Hourly Rate Schedule

Title	Rate
Principal Program Manager	\$225.00
Project Manager 2	215.00
Sr. Project/Traffic Engineer	195.00
Project Engineer	185.00
Design Engineer	145.00
Senior Eng. Technician	163.00
Engineering Technician	100.00
Clerical	70.00
Lead Construction Technician	120.00
Construction Technician II	100.00
Construction Technician I	70.00
Sr. Land Surveyor	185.00
Survey Manager	215.00
Project Surveyor	175.00
Sr. Survey Technician	140.00
Survey Technician	110.00
Survey CAD Technician	110.00

Reimbursable Expenses:

<u>DESCRIPTION</u>	<u>UNIT</u>	<u>PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.80
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House Reproduction	Sq. Ft.	\$0.15
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Trimble SX10 Scanner	Per Hour	\$120.00
K. Cloud Data Processing	Per Hour	\$30.00
J. Laser Scanning & UAV Work		Price per Project