



Notice of Study Session

For Abilene City Commission
4 p.m. Monday, June 3, 2019
Dwight D. Eisenhower Memorial Building
419 N. Broadway Avenue, Abilene, Kansas

PURPOSE

The City Commission's Study Sessions are for the purpose of providing the Commission the opportunity to study items in more detail.

OPEN FORUM

This is an opportunity to bring up items to be informally addressed. Mayor may impose a time limit on open forum.

STUDY ITEMS

1. Central Kansas Free Fair CMB License
2. Dennis Kissinger speak to Commission about city manager options
3. Audit Presentation
4. Discuss possible ordinance on debris in streets (Marshall)
5. Discuss Faith Ave. drainage (Ostermann)



RESOLUTION NO. 061316-1

A RESOLUTION APPROVING MASTER AGREEMENT WORK ORDER NO. 1-16 WITH OLSSON ASSOCIATES CONCERNING DRAINAGE IMPROVEMENTS NEAR FAITH AVENUE

WHEREAS, the City Commission approved Resolution No. 071315-3 approving a Master Agreement with Olsson Associates for general engineering services; and

WHEREAS, the City Commission desires to proceed with the engineering of certain public infrastructure improvements to address localized flooding in the Faith Avenue neighborhood; and

WHEREAS, the City Commission sees this project as an opportunity to address such localized flooding through a public-private partnership with the Faith Avenue neighborhood and adjacent properties.

NOW, THEREFORE BE IT RESOLVED, by the City Commission of the City of Abilene, as follows:

SECTION ONE. Work Order. That Master Agreement Work Order No. 1-16 with Olsson Associates is hereby adopted as attached hereto as **Exhibit A**.

SECTION TWO. Implementation. The Mayor is hereby authorized to execute the aforementioned Agreement, and the City Manager shall be authorized to enforce the provisions as provided therein and in applicable resolutions, ordinances, and laws.

SECTION THREE. Effective Date. That the effects of this Resolution shall be in full force after its approval by the City Commission.

PASSED AND APPROVED by the Governing Body of the City of Abilene, Kansas this 13th day of June, 2016.

CITY OF ABILENE, KANSAS

By: 
Dee Marshall, Mayor

ATTEST:


Penny Soukup, CMC
City Clerk

EXHIBIT A

Master Agreement Work Order No. 1-16

Olsson Associates

(NE Drainage Project)

MASTER AGREEMENT WORK ORDER

This exhibit is hereby attached to and made a part of the Master Agreement for Professional Services dated June 1, 2018 between City of Abilene, Kansas ("Client") and Olsson Associates ("Olsson") providing for professional services. Olsson's Scope of Services for the Agreement is as indicated below.

GENERAL

Olsson has acquainted itself with the information provided by Client relative to the project and based upon such information offers to provide the services described below for the project. Client warrants that it is either the legal owner of the property to be improved by this Project or that Client is acting as the duly authorized agent of the legal owner of such property. If Client is neither legal owner nor duly authorized agent of the legal owner of the property to be improved by this Project, then Client agrees to negotiate with legal owner terms and conditions to proceed with storm water management system improvements on said property.

PROJECT DESCRIPTION AND LOCATION

Project will be generally located at: Property located south of NE 21st Street, west of Faith Avenue (Dawson Estates Subdivision), north of Eagle Drive, and east of developed commercial properties along the east side of N. Buckeye Avenue (Unplatted Tracts 2, 3, and 4).

Project Description: Storm Water Management System Improvements. Flooding has been identified along the homes and street along Faith Avenue, from NE 21st Street to Charles Road. The city desires to reduce the immediate flooding in this area and also to develop a long term plan when the upstream land becomes fully developed.

The first phase of the project will be to prepare a conceptual study of the immediate and long term improvements needed for the area. The conceptual study will define the magnitude of the existing flooding problems and also future flood limits assuming the watershed is fully developed with no City project in place. Three improvement alternatives will be evaluated and a recommendation made to implement the most cost effective solution meeting City design criteria and providing 100-year flood protection.

Following the completion of the study, the Consultant will prepare an addendum to this contract for the final design of the City approved improvements.

SCOPE OF SERVICES

Olsson shall provide the following services (Scope of Services) to Client for the Project:

TASK 1 – PROJECT MANAGEMENT (\$4,200.00)

General Project Management

Project management is responsible for coordination of the various disciplines that have involvement in the project, tracking of work completion, maintenance of project schedule, and project management updates. Specific activities include coordination and meetings with the City, coordination and meetings with permitting agencies, internal project meetings, bimonthly updates of project management tracking worksheets, billings, collections, and project wrap-up documentation.

Project Kickoff Meeting

A project kickoff meeting will be conducted with all parties involved to identify needs for the project, obtain further background information, establish schedule for completion, and establish channels of communication. In addition, Olsson requests that Client provide the following:

- a. A copy of the 2010 Storm Water Study completed for the Client by GBA Architects Engineers, including the GIS database prepare by GBA.
- b. A copy of record utility drawings, including any plan or survey drawings that describe the existing storm water utility system serving Dawson Estates (Faith Avenue).
- c. Copies of plan drawings illustrating recently proposed alternative storm water management solutions recommended to the Client by consulting engineer then under contract (Schwab-Eaton Engineers).
- d. Copies of final plat and/or property survey documents kept on file at the Register of Deeds office.
- e. Specific flooding complaints (addresses, dates of flooding, and magnitude of flooding problems) received by City staff.

Review Meetings

Project progress meetings including the project team will be held at 60% completion to discuss the project status, critical milestones, review progress submittals and design issues. A preliminary cost estimate will be updated and submitted at each stage.

- a. **60% Meetings:** Conduct progress review meetings with the entire project team at 60% design completion stages to review the progress and status of the design.

TASK 2 – TOPOGRAPHIC SURVEY AND DATA COLLECTION (\$3,200.00)

Design Survey

Survey and Easements - A limited topographic survey will be conducted within the proposed project area where existing flooding occurs west of Faith Avenue. During final design of the improvements a more detailed survey will be completed of the proposed construction area. The survey will consist of the following:

Establish a Horizontal Control Network

OA will locate the section line and existing property corners to define boundary information for the existing right of way and proposed new right of way and easements. Additional control points will be established for use during the preliminary survey, design and construction phases of this project.

Establish a Vertical Control Network

Vertical benchmarks will be established in the vicinity of the project for use during the preliminary survey, design and construction phases of this project.

Conduct a Topographic Survey

A limited field survey will be conducted to determine the location of existing topographic features within the study area. This will include; storm sewer infrastructure (inlets and pipes), low opening and low adjacent grades of structures within the identified flooding limits, sanitary sewer infrastructure, cross sections at critical analysis areas, and a roadway profile of Faith Avenue. The field survey data will be supplemented with available LiDAR data for the preparation of the study.

- Field survey will cover the area defined by an approximately 100-foot wide strip of land located adjacent to and west of the west property line of Dawson Estates and all that undeveloped property located approximately 100 feet west of Dawson Estates, south of NE 21st Street, and north of Eagle Drive, all contained within Drainage Sub-Basin NE-3a as defined in the 2010 GBA Storm Water Study.

Utility locations

The location of the existing utilities will be determined by surveying the visible features and the location of buried utilities as flagged by the utility owners. Record information will be gathered from the utility owners, including the City of Abilene.

TASK 3 – STORM WATER DRAINAGE ANALYSIS AND RECOMMENDATION (\$12,000.00)

Client will provide Olsson with current City of Abilene Storm Drainage Regulations, a 2010 City-Wide Storm Sewer Analysis completed by GBA Architects/Engineers, and other official correspondence relative to historical flooding issues in the project area. Olsson will review this information to gain familiarity with the project area. Olsson will study those past findings with the new data collected in Task 2 and complete an up-to-date assessment of existing flood risk in the project area. Analysis will consider two scenarios: 1) Existing Conditions as the project area is built out today, and 2) Future Conditions assuming a full build-out of the undeveloped tracts of property located west of Dawson Estates.

Olsson will provide a memorandum summarizing the methodology, observations, analysis, and conclusions of the Storm Water Study. Olsson will evaluate three improvement alternatives and also provide a recommended storm water management solution for both Existing Conditions and Future Conditions based on the analysis and on input from Client.

TASK 4 – PERMITTING (\$1,200.00)

Olsson will identify within the conceptual study permitting requirements of the recommended stormwater solution. Permitting regulations will be reviewed from FEMA, USACE, KDA DWR, KDHE, KSHS and KDWPT. No permit applications will be prepared during the conceptual phase of the project.

TASK 5 – PUBLIC/NEIGHBORHOOD MEETING (\$3,000.00)

A public/neighborhood meeting will be held following the 60% review meeting to gather information from the public. This meeting will be held close to the project site. Olsson will show the concept drawings of the storm water management system improvements planned for the area and illustrate how they may affect adjacent properties in Dawson Estates.

Flyers will be prepared and delivered to the businesses and to the homeowners located with the drainage basin that are impacted by the proposed improvements.

Present findings of the public/neighborhood meeting to the City Commission.

TASK 6 – GEOTECHNICAL (N/A)

Olsson will determine the need for geotechnical borings within the conceptual study. If it is determined that borings are needed, the scope of work for the borings will be identified and presented within the study.

TASK 7 – UTILITY RELOCATIONS (\$900.00)

The Consultant will collect and review all available utility mappings and locates through the limited topographic survey. The impacts to existing utilities of the proposed project will be identified within the conceptual study.

TASK 8 – ADDITIONAL MEETINGS AND TIME AND MATERIAL SERVICES

Olsson will prepare for and attend additional meetings as directed by the owner on a time and material basis with prior approval.

EXCLUDED SERVICES

The following are additional services that Olsson can provide.

- Construction Staking
- QA/QC for Construction
- Landscape Design

Should Client request work in addition to the Scope of Services, Olsson shall invoice Client for such additional services (Optional Additional Services) at the standard hourly billing labor rate charged for those employees actually performing the work, plus reimbursable expenses if any. Olsson shall not commence work on Optional Additional Services without Client's prior written approval.

Olsson agrees to provide all of its services in a timely, competent and professional manner, in accordance with applicable standards of care, for projects of similar geographic location, quality and scope.

SCHEDULE FOR OLSSON'S SERVICES

Unless otherwise agreed, Olsson expects to perform its services under the Agreement as follows:

Anticipated Start Date: June, 2016
Anticipated Completion Date: August, 2016

Olsson will endeavor to start its services on the Anticipated Start Date and to complete its services on the Anticipated Completion Date. However, the Anticipated Start Date, the Anticipated Completion Date, and any milestone dates are approximate only, and Olsson reserves the right to adjust its schedule and any or all of those dates at its sole discretion, for any reason, including, but not limited to, delays caused by Client or delays caused by third parties.

COMPENSATION

Fixed Fee That Includes Reimbursable Expenses (FF)

Client shall pay to Olsson for the performance of the Scope of Services a fixed fee of Twenty-Three Thousand Four Hundred Dollars (\$24,500.00). Olsson's reimbursable expenses for this Project are included in the fixed fee. Olsson shall submit invoices on a monthly basis and payment is due within 30 calendar days of invoice date.

TERMS AND CONDITIONS OF SERVICE

We have discussed with you the risks, rewards and benefits of the Project, the Scope of Services, and our fees for such services and the Agreement represents the entire understanding between Client and Olsson with respect to the Project. The Agreement may only be modified in writing signed by both parties.

Client's designated Project Representative shall be Lon Schrader, Public Works Director for the City of Abilene.

If this Work Order satisfactorily sets forth your understanding of our agreement, please sign in the space provided below. Retain a copy for your files and return an executed original to Olsson. This proposal will be open for acceptance for a period of 30 days from the date set forth above, unless changed by us in writing.

OLSSON ASSOCIATES, INC.

By 
Mark A. Bachamp, P.E.

By 
Stan F. Meyers, P.E.

By signing below, you acknowledge that you have full authority to bind Client to the terms of the Agreement. If you accept this Work Order, please sign:

City of Abilene

By 
Signature

Print Name Dee Marshall

Title Mayor

Dated: 06/13/2014

RESOLUTION NUMBER 091018-2

A RESOLUTION AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND ACCEPT A DONATION OF REAL ESTATE RELATED TO THE CITY'S CONSTRUCTION OF STORM WATER RUNOFF CONTROL FACILITIES.

WHEREAS, Highland Homes, LP ("Owner") is the owner of certain real property within the City of Abilene, Kansas, a portion of which is described in Exhibit A attached hereto (the "Property");

WHEREAS, the City wishes to construct a storm water detention basin and related storm water runoff control facilities ("Drainage Facilities") on the Property and an adjoining property;

WHEREAS, Owner has proposed to donate and convey to the City the Property, and the Governing Body finds that the City's acceptance of the donation and conveyance, on terms and conditions to be negotiated by the City Manager, is in furtherance of the public interest; **SO NOW, THEREFORE**,

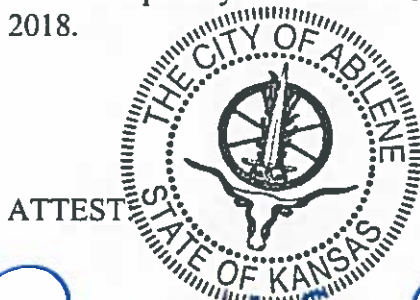
BE IT RESOLVED, by the Governing Body of the City of Abilene, Kansas:

Section 1. The Governing Body authorizes the City Manager to perform any due diligence, as deemed necessary and appropriate by the City Manager in his sole discretion, related to the acceptance of Owner's proposed donation and conveyance of the Property.

Section 2. Following completion of any due diligence, the City Manager is hereby authorized, in his sole discretion, to accept the Owner's donation and conveyance of the Property to the City, and to negotiate and enter into any other documents required in connection with the donation and transfer, including but not limited to any easements required from Owner in connection with the City's construction or maintenance of the Drainage Facilities, all on such terms and conditions as may be negotiated and approved by the City Manager.

Section 3. This Resolution shall be in full force and effect from and after its adoption.

Adopted by the Board of Commissioners and signed by the Mayor this 10th day of September, 2018.



Penny L. Soukup, CMC, City Clerk

Timothy Shafer, Mayor

EXHIBIT A Description of Property

