

# **SPECIAL CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, December 30, 2019

8:00 a.m.

Meeting 5145

## **CALL TO ORDER**

## **ROLL CALL**

## **PUBLIC HEARING**

2020 Budget Amendments

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 16, 2019
2. Appropriation Ordinance for December 30, 2019;
3. Cereal Malt Beverage License:
  - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
  - b. Taylors Road House, 2306 W. Wyatt Earp Blvd.
4. Approval of Change Order #2 for Highway-Rail Signal Interface Agreement with BNSF for 14th Avenue;
5. Approval of Kansas Law Enforcement Training Center (KLETC) Agreement;
6. Approval of Ratification of Repairs to the Vactor Combination Truck.

## **NEW BUSINESS**

1. Approval of Consulting Service Agreement for Candletree #6 Design along with Improvements to Iron Rd. Report by Director of Engineering, Ray Slattery.
2. Approval of 2020 Budget Amendments. Report by Finance Director, Nicole May.

## **ADJOURNMENT**

**CITY COMMISSION MEETING MINUTES**  
City Hall Commission Chambers  
Monday, December 16, 2019  
7:00 p.m.  
MEETING #5144

**CALL TO ORDER**

**ROLL CALL** Mayor Brian Delzeit, Commissioners, Joyce Warshaw, Rick Sowers, Kent Smoll, Jan Scoggins absent

**INVOCATION** by Kurt Larson of Grace Community Church

**PLEDGE OF ALLEGIANCE**

**APPROVAL OF AGENDA**

Mayor Brian Delzeit moved to add Resolution No. 2019-32.

Commissioner Joyce Warshaw moved to approve the agenda. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.

**PETITIONS & PROCLAMATIONS**

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

Human Resource Officer, Tara Shraeder and Public Works Director, Corey Keller presented an award to utilities supervisor, Jesse Smith for his completion of the Certified Public Manager program.

Joann Knight Executive Director of Dodge City/Ford County Development Corporation introduced special guest Erik Peterson of Network Kansas who partners with us helping sponsor our small business development center our entrepreneurial youth competition also provides for funding for GAPP financing for several of our small businesses. He is in town for the Tax Credit Program. She also gave the Economic Development updates. Mollea Wainscott, Special Projects Coordinator gave updates on the housing Chad program.

Joyce Warshaw read a letter from a past community member born and raised in Dodge City, Joe White who is currently a police officer in New York city. He voiced his opinion on the Lincoln School demolition project. Made a suggestion to the commission and the city to save the Lincoln

School stone slab that is on the building and relocate it. The City had already removed the piece which will be placed in the city as a monument.

Brian Delzeit read a letter from Santa Clause for commissions and city staff and thanking them for their services and all they do to make the city a better city and thank all who are supporting Dodge City.

#### **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 2, 2019;
2. Appropriation Ordinance No.24, December 16, 2019;
3. Cereal Malt Beverage License:
  - a. Pizza Hut, 110 Frontview
4. Approval of Hennessey Hall Lease Agreement with Arrowhead West;
5. Approval of Change Order #1 for Candletree #8.

Commissioner Kent Smoll made a motion to approve the consent calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

#### **ORDINANCES & RESOLUTIONS**

**Resolution No. 2019-32:** A Resolution Approving the Release of Certain Guarantors to the Leisure Development, LLC Development Agreement; Approving the Amendment and Restatement of Certain Guarantees to the Leisure Development, LLV Development Agreement; and Approving the Engagement of Noble Hospitality as the Manager of the Hotel and the RV Park was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

1. Commissioner Kent Smoll moved to approve the professional architecture services agreement with Burns and McDonnell in the amount of \$160,950 for the Dodge City Regional Airport terminal remodeling. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 -0.
2. Commissioner Kent Smoll moved to approve the Moderate Income Housing Grant Agreement in the amount of \$103,006. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

3. Commissioner Joyce Warshaw moved to approve the 2020 Federal/State Legislative Policy as presented. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0.
4. Commissioner Rick Sowers moved to approve the bid from Conant Construction in the amount of \$542,583.05 for the Hennessey Hall Classroom and ADA Improvements. Commissioner Kent Smoll seconded the motion. The motion carried 4 -0.
5. Commissioner Kent Smoll moved to approve the Operations Maintenance and Management Services Agreement for the Wastewater Treatment Plants with Jacobs. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.

**OTHER BUSINESS**

**Staff Reports**

**ADJOURNMENT**

Commissioner Joyce Warshaw made a motion to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

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Brian Delzeit, Mayor

ATTEST:

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Connie Marquez, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

<b>SECTION 1 - LICENSE TYPE</b>			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.			
<b>SECTION 2 - APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): <u>10350577</u>			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name <u>Rocio Alvarez</u>	Phone No. <u>620 227-6971</u>	Date of Birth <u>5-10-60</u>	
Residence Street Address <u>1204 Shira St</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>	
<b>Applicant Spousal Information</b>			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	
<b>SECTION 3 - LICENSED PREMISE</b>			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Casa Alvarez Restaurant</u>	Name		
Business Location Address <u>1701 W. Wyatt Exp</u>	Address		
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City	State	Zip
Business Phone No. <u>620 225-7164</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <u>Rocio Alvarez</u>			
<b>SECTION 4 - APPLICANT QUALIFICATION</b>			
I am a U.S. Citizen			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>36</u> years.			
I am at least 21 years old.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.			<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or  County of Dodge City

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Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit		
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.		
<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>004-46166076-FOI</u>		
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)		
Name <u>Chuck R. Taylor</u>	Phone No. <u>620-338-3881</u>	Date of Birth <u>8/1/64</u>
Residence Street Address <u>111 McCaustland #2</u>	City <u>Dodge City, KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
<b>SECTION 3 - LICENSED PREMISE</b>		
<b>Licensed Premise (Business Location or Location of Special Event)</b>		<b>Mailing Address (if different from business address)</b>
DBA Name <u>Taylor's Roadhouse</u>	Name <u>Chuck Taylor</u>	
Business Location Address <u>2305 W. Wyatt Earp Blvd</u>	Address <u>P.O. Box 1123</u>	
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	
Business Phone No. <u>620-371-6846</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s)		
<b>SECTION 4 - APPLICANT QUALIFICATION</b>		
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have resided within the state of Kansas for _____ years.		
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have	
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

## *Memorandum*

*To: City Manager  
City Commissioners*

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

*Date: December 30, 2019*

*Subject: Highway-Rail Signal Interface  
Agreement with BNSF for 14<sup>th</sup> Ave.  
Crossing, Change Order #2, CA  
1901*

*Agenda Item: Consent Calendar*

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**Recommendation:** Approve Change Order #2 in the amount of \$14,066.84 for the Highway-Rail Signal Interface improvements to the BNSF track and crossing at 14<sup>th</sup> Ave.

**Background:** The City has been looking into what it would take to establish a railroad "Quiet Zone" for quite some time. After countless hours of navigating through the steps and guidelines set forth by the FRA (Federal Railroad Administration) we have finally reached a point in the establishment process where we can all but see the end. Two of the three safety improvements that are required have been completed. The installation of the non-traversable medians and all but a small portion of the signage are done. The final step is to complete the traffic signal preemption. An agreement for this work was approved at the February 18, 2019 Commission Meeting. A majority of the preemption work takes place on the BNSF line and can only be completed by BNSF. The original estimate from BNSF for the work was \$125,247.00. The Commission also approved Change Order #1 in the amount of \$78,000.00 for the project. As discussed previously, the City will be billed the actual cost of materials and labor. To date we have paid \$186,891.72. The City has received invoice #6 from BNSF for \$30,422.12. BNSF Billing believes this will be the final invoice. BNSF's work related to the preemption is complete. The City's work for the preemption is also complete. The Traffic Signal at 14<sup>th</sup> Ave. & Wyatt Earp Blvd. goes into preemption mode when the railroad crossing signals are activated. The USDOT crossing inventory forms for each crossing included in the quiet zone have been updated. This required updated traffic counts and physical attributes (signing, lights, preemption, etc.) of all crossings included in the quiet zone. These forms were sent off to KDOT to be officially reviewed and accepted and are expected to be approved the week of December 16, 2019. Once the updated crossing inventories are approved, a Notice of Establishment for a quiet zone will be sent to the CEO's of BNSF, Cimarron Valley Railroad, Amtrak, and the Secretary of KDOT and the quiet zone can go into effect 21 days after the mailing date. Within 24 hours of the end of the 21 days a final few signs can be installed and then Quiet Zone will be in effect.

**Justification:** Currently, trains blow their horns without restriction at any time of day along the main line tracks. This does not bode well for the hotel guests and residents along Wyatt Earp

Blvd. attempting to get a decent night's sleep. Establishing this quiet zone will benefit both the residents and guests of Dodge City by eliminating the sounding of train horns without due cause. As a reminder, the establishment of a quiet zone does not guarantee that trains will never blow their horns. If there is a work zone or the engineer feels there is eminent danger, they have a right to blow their horn.

**Financial Considerations:** This improvement will be paid through the Growth and Development Fund.

**Purpose/Mission:** The completion of this project aligns with the City's core value of ongoing improvement.

**Legal Considerations:** By approving the Change Order the City will be able to pay the Invoice #6 received from BNSF.

**Attachments:** None



# City of Dodge City

## PARKS AND FACILITIES

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PO Box 880

• Dodge City KS 67801

• Phone: 620/225-8160

• Fax: 620/225-8144

# *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners

From: Troy Brown, Parks and Facilities Director

Date: December 30, 2019

Subject: Hennessy Lease

**RECOMMENDATION:** Staff recommends approving the lease with the KU Kansas Law Enforcement Training Center (KLETC) for space at Hennessy Hall.

**BACKGROUND:** Attached with this memo is a lease between the City and the KU Kansas Law Enforcement Training Center (KLETC) for office space in Hennessy Hall. The lease is a new lease and involves the east wing of the ground floor.

The agreement is the standard form used with all Hennessy tenants, however, the rental cost per square foot was increased due to the improvements to the space.

**JUSTIFICATION:** The KLETC is a new tenant in Hennessy Hall but has been providing training opportunities for the Dodge City Police Department, Ford County Sheriff's Department and other law enforcement agencies in the region. This center will be one of eight training locations in the state of Kansas and the only one in Southwest Kansas.

**FINANCIAL CONSIDERATIONS:** The term of this agreement is for a period of five years and the annual lease amount is \$28,314 payable in \$2,359.50 monthly installments. This rate was based on 2,178 square feet at the \$13.00 per square foot annual rate.

**PURPOSE/MISSION:** This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional resources for citizens as they strive to provide and maintain housing and educate themselves to improve their quality of life.

**LEGAL CONSIDERATIONS:** The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for five years. The lease agreement was approved by the city attorney.

**ATTACHMENT:**

Lease Agreement  
Hennessy Ground Floor  
KLETC Premises

December 30, 2019

**HENNESSEY HALL  
LEASE AGREEMENT**

This lease agreement (this "Lease") is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (the "CITY"), and the University of Kansas – Kansas Law Enforcement Training Center (KLETC) , a Kansas not-for-profit corporation, (the "TENANT").

In consideration of the mutual promises and covenants of the parties as set forth herein, the CITY and TENANT agree as follows:

1. **LEASED PREMISES:** The CITY hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. Attached hereto as Exhibit "B" are the specifications of the TENANT space. That portion of Hennessey Hall hereby leased to TENANT is comprised of approximately 2,178 square feet. Exhibits A and B attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."
2. **TERM:** The term of this lease shall begin on June 1, 2020 and shall continue until May 31, 2025 (the "Lease Term"). The expiration or termination of the Lease Term shall not terminate or otherwise extinguish any liability or obligation (including, without limitation, indemnification obligations) of either party hereto involving any act, omission, breach or default occurring prior to such expiration or termination. The Lease Term may be extended for one (1) additional term of five (5) years (the "Renewal Terms") by mutual agreement of the parties, by the TENANT providing written notice of the exercise of the Renewal Term to OWNER no less than six (6) months in advance of the expiration of any Lease Term or Renewal Term.
3. **LEASE RENTAL:** During this Lease, the TENANT shall pay the CITY annual rental in the amount of \$28,314 per year, representing a square footage rental rate of approximately \$13.00 per square foot, said annual amount to be paid in equal advance monthly installments of \$2,359.50 commencing on the first day of June, 2020, and continuing monthly thereafter for the duration of the Lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT.** It is agreed by the parties that in addition to the base rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the CITY'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, Hennessey Hall is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this Lease; provided, however, that in the event Hennessey Hall is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below. The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the CITY for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the Lease are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the TENANT'S basis on a percentage that the leased premises covered by this Lease bears to the total usable space in Hennessey Hall. It is agreed that the leased premises is 2,178 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is five and seven-tenths percent (5.7%).
  - (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 5.7% percent, the TENANT'S proportionate share of Hennessey Hall. A resulting amount is then divided by 2,178 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than One dollar and twenty-five cents (\$1.25) per square foot for any one year.
  - (c) The adjusted base rent figure, as provided above, shall be due and payable to the CITY in monthly installments commencing on June 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
  - (d) The "base year" shall be the taxes and utility costs attributable to Hennessey Hall for the calendar year 2020.
5. **REPAIR AND MAINTENANCE:** Throughout the term of this Lease the CITY shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of Hennessey Hall and shall be responsible for repairs necessitated by structural defects of the building. In addition, the CITY shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. The CITY shall maintain all portions of the area adjoining Hennessey Hall including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions. The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.
6. **JANITORIAL SERVICES:** The CITY shall be responsible for providing janitorial services for the common areas of Hennessey Hall. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.
7. **TAXES:** The CITY shall pay all real estate taxes (including special assessments) on Hennessey Hall, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
8. **USE:** The TENANT shall use and occupy the leased premises for the operation of the KU Kansas Law Enforcement Training Center (KLETC). The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the CITY.

9. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this Lease, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the CITY as to the existing condition of the leased premises.
- Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the CITY, which approval shall not be unreasonably withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the CITY harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense. In no event however, shall tenant's indemnity obligation set forth in this section exceed the terms, conditions, or liability under the Kansas Tort Claims Act (K.S.A. 75-6101 ET SEQ.).
10. **TERMINATION BY CITY:** In the event of the sale by the CITY of Hennessey Hall which includes the lease premises to a third party, the CITY shall have the option to terminate this Lease by providing written notice to the TENANT at least twelve (12) months prior to the termination date. In the event of such termination by the CITY, the CITY will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of this Lease as set forth herein. In the event of a termination of this Lease by the CITY, by reason of the sale of Hennessey Hall to a third party as provided above, the CITY will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:
- If the termination occurs during the year in which the improvements were made, reimbursement shall be one hundred percent (100%) of the actual cost of improvements;
  - If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be sixty-six percent (66%) of the actual cost of such improvements;
  - If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be thirty-three percent (33%) of the actual cost of such improvements;
  - If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.
11. **CASUALTY INSURANCE:** The CITY agrees to keep the leased building facility insured for the benefit of the CITY against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment and inventory.
- TENANT LIABILITY INSURANCE:** As an agency of the State of Kansas, TENANT is self-insured and shall be responsible for and shall provide total and complete liability

insurance in the amount of at least \$500,000 that will save and protect the CITY from any and all claims or demands of any kind of character which may arise or claim to arise against the CITY by reason of the use of the leased premises by the TENANT, and the CITY shall be named as an additional insured in such policies.

It is further agreed that the TENANT shall save and hold harmless the CITY from any and all claims, causes of action or losses which may be asserted against the CITY by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease.

12. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the CITY, the CITY, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The CITY'S responsibility in this respect should be limited to the amount of insurance proceeds received by the CITY because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this Lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this Lease shall be subject to cancellation at the option of the CITY by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the CITY shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of CITY'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.
13. **UTILITIES:** The CITY shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
14. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this Lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the CITY in each such incident. The written consent of the CITY to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the CITY to any further assignment or subletting.
15. **ASSIGNMENT BY CITY:** The CITY shall have the right to assign this Lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the CITY and its assignee of any obligations incumbent upon it under the provisions of this Lease, and the same shall be binding on the CITY'S assignee.
16. **RULES AND REGULATIONS:** The CITY reserves the right to promulgate rules and regulations concerning occupancy of Hennessey Hall. These rules and regulations shall be in

writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

17. **NOTICES:** Any notice under this Lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The CITY hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, KS 67801. The TENANT hereby designates its address as P.O. Box 1636, Dodge City, KS 67801.
  
18. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL CORPORATION

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

BRIAN DELZEIT, MAYOR

APPROVED:

\_\_\_\_\_

CONNIE MARQUEZ, CITY CLERK

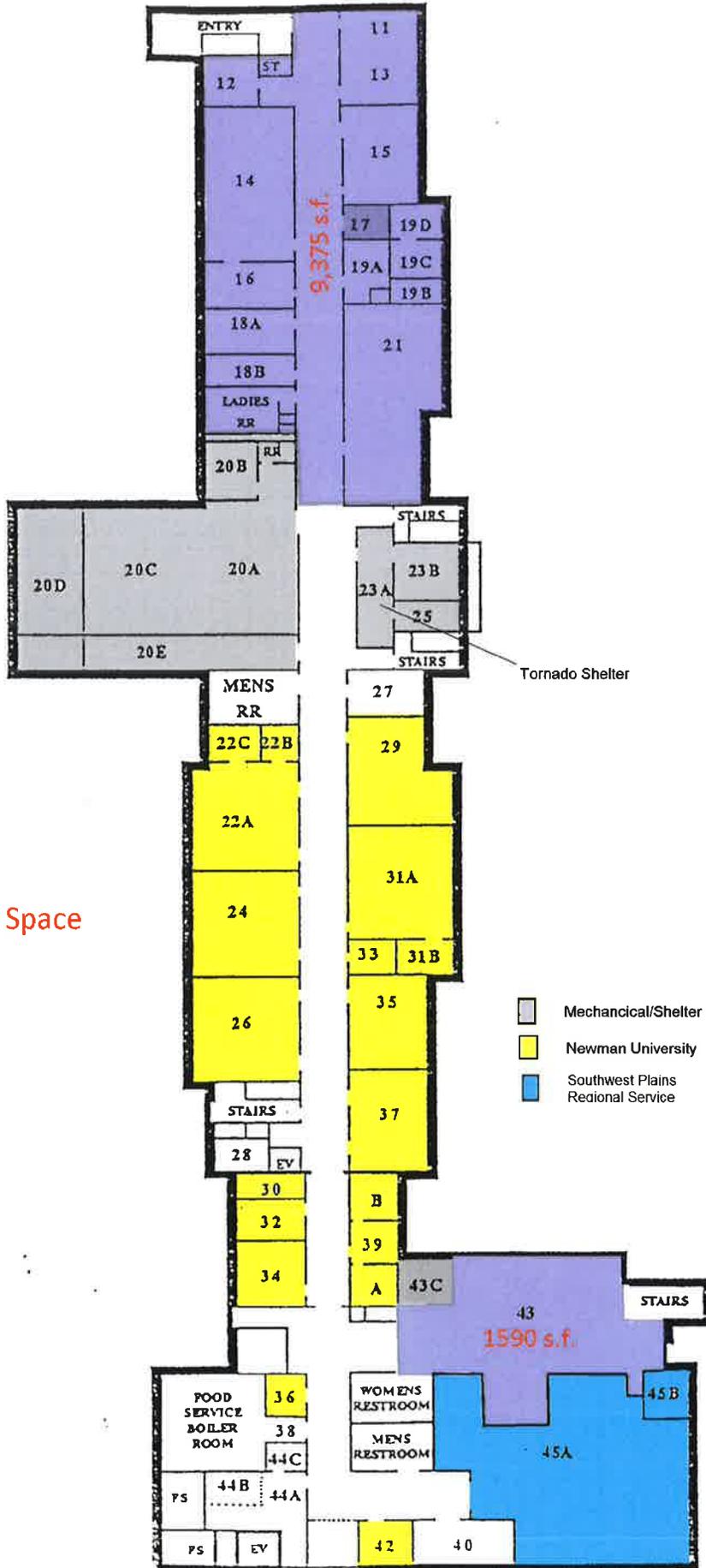
By: \_\_\_\_\_

EXECUTIVE DIRECTOR, KLETC

ATTEST:

# ATTACHMENT A

# Ground Floor



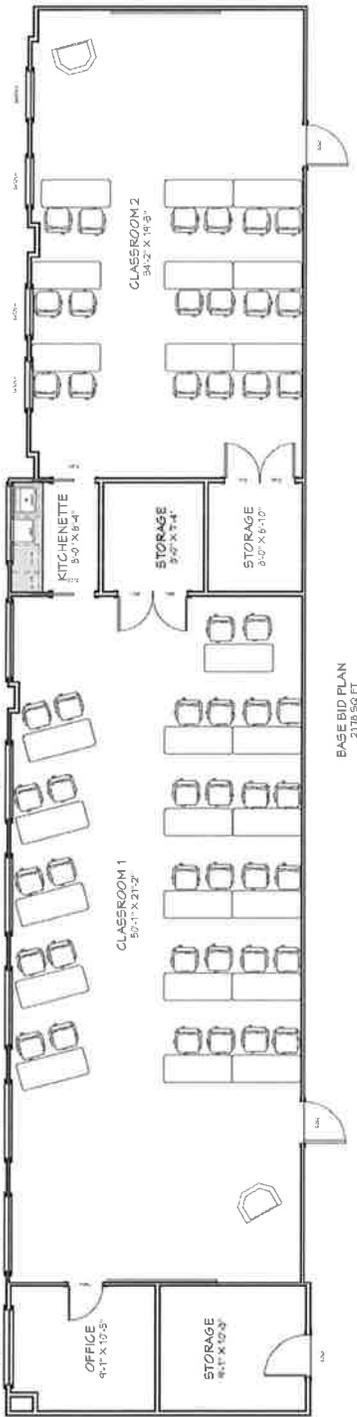
Available Space

Tornado Shelter

- Mechanical/Shelter
- Newman University
- Southwest Plains Regional Service

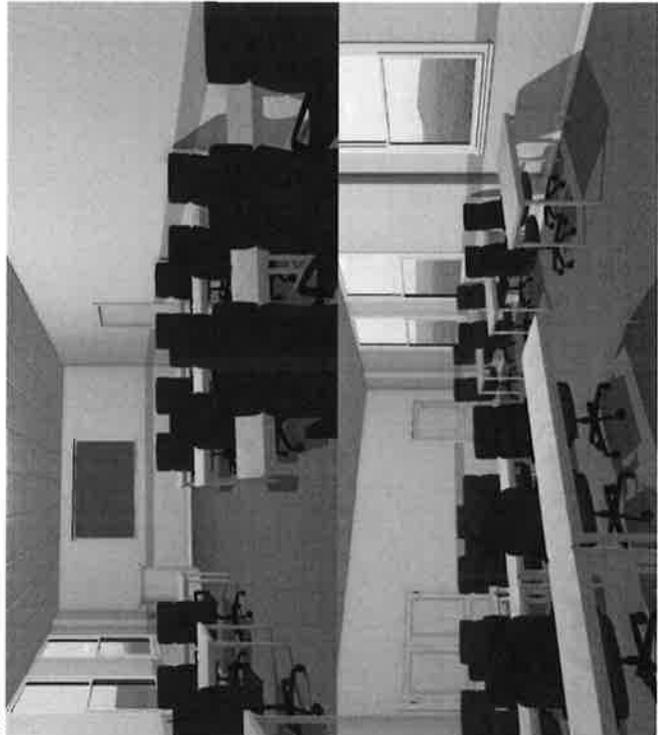
# ATTACHMENT B

NO.	DESCRIPTION	BY	DATE	SHEET TITLE	PROJECT DESCRIPTION	DRAWING PROVIDED BY	DESIGNER	DATE:	SCALE:	SHEET:	A-1
								BASE BID PLAN	KLETC CLASSROOMS HENNESSEY HALL		



BASE BID PLAN  
2176 SQ. FT.

1st Floor



Camera 4



Camera 1

## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Corey Keller*

*Date: December 23, 2019*

*Subject: Ratification of Repairs to the  
Vactor Combination Truck*

*Agenda Item: Consent Calendar*

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**Recommendation:** To ratify purchases for repairs to the Vactor sewer combination truck in the amount of \$10,407.54 and \$19,527.54 for a total of \$29,935.08

**Justification:** On December 04, 2019 we received a quote from Key Equipment for repairs to the fan assembly for the Vactor sewer combination truck in the amount of \$10,407.54. After performing the repairs to the fan assembly it was discovered that gearbox assembly was also damaged when the fan assembly broke. The additional amount to replace gearbox assembly will put the total cost for repairs at \$29,935.08. Cherise has approved both repairs but requested ratification by Commission as the total amount exceeds her approval limit.

At this time it is unknown why the damaged occurred to the Vactor unit. The truck is 2010 Freightliner with the Vactor combination body. It is suspected that the gear box assembly had locked up causing the damage to the fan assembly. At the time of disassembly the gear box had an adequate amount of gear oil in it. Key Equipment will perform the repairs to the gearbox so that warranty can be applied to the new parts. There will be one year warranty on the parts and labor.

**Financial Considerations:** Cost of repairs will come from the Water/Wastewater budget. There are funds available for this repair.

**Legal Considerations:** N/A



**SALES ORDER**

Page	1
Order No.	S67876
Order Date	12/17/19

KEY EQUIPMENT - KC  
 6716 BERGER AVE  
 KANSAS CITY, KS 66111

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
 BILL TO: \_\_\_\_\_ CUST #: **098800**

SHIP TO:

**CITY OF DODGE CITY**  
**P.O. BOX 880**  
**DODGE CITY, KS 67801**

**DODGE CITY - SHIP TO**  
**111 WEST WATER**  
**DODGE CITY, KS 67801**

Tel: **620 225-8171** Fax: **316 225-8195** **620 225-8171**

<b>Customer PO</b>	<b>Salesperson</b>	<b>Company Contact</b>	<b>Shipping Method</b>
PO 3439	JASON SANDEFUR	RAY	
<b>Date Requested</b>	<b>Date Shipped</b>	<b>Entered By</b>	<b>Terms</b>
12/17/19	/ /	CBM	NET ON RECEIPT

Item Number	Description	Qty Ordered	Qty Shipped	Qty Back Ordered	Unit Price	Disc %	Extension
LABOR1	ROAD SERVICE	16.00	0.00	16.00	120.00	0.00	1,920.00
LABOR1	EST TRAVEL TIME	6.00	0.00	6.00	120.00	0.00	720.00
KEYSTL	SHOP SUPPLIES	1.00	0.00	1.00	192.00	0.00	192.00
49432A	COTTA 2.036 STEP-UP GEARBOX	1.00	0.00	1.00	16042.78	0.00	16,042.78
47746	BEARING	1.00	0.00	1.00	25.75	0.00	25.75
47578A-G	GALLON- OIL FLUID COUPLER	2.00	0.00		108.59	0.00	217.18
47827N	SHAFT SEAL	1.00	0.00	1.00	56.39	0.00	56.39
FLUIDS	OIL CHARGE DROP BOX PER QT	10.00	0.00	10.00	11.98	0.00	119.80

THIS IS A QUOTE TO REPLACE THE DROP BOX AND INSTALL FAN ON THE VAC SIDE OF THE TRUCK AND SERVICING THE FLUID COUPLER FAN WAS ALREADY PURCHASED

All return parts are subject to a restocking fee

<b>Subtotal Taxable</b>	<b>NonTaxable</b>	<b>Less Discount</b>	<b>Freight</b>	<b>Misc</b>	<b>Tax 8.6500 (%)</b>	<b>Less Deposit</b>	<b>Balance Due</b>
0.00	19,293.90	0.00	233.64	0.00	0.00	0.00	19,527.54

**Thank You**

**QUOTE**



Page	1
Quote No.	67943
Quote Date	12/04/19

KEY EQUIPMENT - KC  
 6716 BERGER AVE  
 KANSAS CITY, KS 66111

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_  
 BILL TO: CUST #: **098800**

SHIP TO:

**CITY OF DODGE CITY**  
**P.O. BOX 880**  
**DODGE CITY, KS 67801**

**DODGE CITY - SHIP TO**  
**111 WEST WATER**  
**DODGE CITY, KS 67801**

Tel: **620 225-8171** Fax: **316 225-8195** **620 225-8171**

<b>Customer PO</b>	<b>Salesperson</b>	<b>Company Contact</b>	<b>Entered By</b>
QUOTE/RAY	JASON SANDEFUR	RAY	JCG

<b>Date Requested</b>	<b>Terms</b>	<b>Shipping Method</b>
12/07/19	NET ON RECEIPT	TRUCK FREIGHT

Item Number	Description	Qty Ordered	Unit Price	Disc %	Extension
48616F	RADIATOR/CHRG AIR COOLER	1.00	3491.25		3,491.25
48621	FAN RADIATOR DEERE 23IN	1.00	423.33		423.33
25975S	FAN ASSY	1.00	6236.26		6,236.26
16314S	TAPE, .125 X1.500 X 50'	1.00	256.70		256.70

Quoted prices good for 60 days.

<b>Subtotal Taxable</b>	<b>NonTaxable</b>	<b>Less Discount</b>	<b>Freight</b>	<b>Misc</b>	<b>Tax 8.6500 (%)</b>	<b>Less Deposit</b>	<b>Total</b>
0.00	10,407.54	0.00	0.00	0.00	0.00	0.00	10,407.54

**Thank You**

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery, P.E.  
Director of Engineering Services*  
*Date: December 17, 2019*  
*Subject: Consulting Service Agreement for  
Candletree #6 Design along with  
improvements to Iron Rd., PL 1903.*  
*Agenda Item: New Business*

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**Recommendation:** Approve Consulting Services Agreement with SMH Consultants, P.A. pending review by City Attorney and development agreement with the developer.

**Background:** This area of town continues to grow. Volz Builders is close to finishing up the Candletree #8, Phase II development and has contacted staff about moving forward with the development of Candletree #6. Therefore, city staff has been working with the developer to open this area for housing using the RHID Incentive Program. SMH has provided engineering services for Candletree #5, and both phases of Candletree #8. SMH also developed preliminary platting information for Candletree #6. As part of this development, Iron Rd. from Ave. A to Gary Ave. will be designed and constructed. Staff is also looking at the possibility of extending Iron Rd. construction to 6<sup>th</sup> Ave. City Staff will be designing and then bid for construction a water line extension along Ave. A to provide the waterline loop for this area.

**Justification:** The City has a need for additional housing and this subdivision will help in addressing the need. SMH will provide the necessary services to insure that the subdivision meets all City requirements while meeting the developer's time schedule.

**Financial Considerations:** The contract with SMH Consultants is for a not to exceed amount of \$137,335.00. This is a reimbursable expense through the RHID Program.

**Purpose/Mission:** The completion of this project will enable the City to have additional housing opportunities for new and existing citizens.

**Legal Considerations:** The City is entering into a contract with SMH Consultants and is bound by the provisions of this contract.

**Attachments:** Proposal, Scope of Services, and Fee Estimate from SMH Consultants.



December 12, 2019

Ray Slattery, P.E.  
Director of Engineering Services  
806 2<sup>nd</sup> Avenue, P.O. Box 880  
Dodge City, KS 67801

Dear Mr. Slattery:

Thank you for potentially selecting SMH Consultants, P.A. ("SMH") to assist you with the Candletree 6 and Iron Road improvements in Dodge City, Kansas. The project will consist of land surveying and civil construction documents for the project. The estimated cost to complete the project through construction documents is **\$137,335.00** and will be billed hourly not to exceed. I have attached a proposed scope of services that details the services provided by SMH. Our fee is broken down as follows:

Candletree 6 Subdivision	\$89,965.00
Iron Road Improvements	\$47,370.00
<b>Total:</b>	<b>\$137,335.00</b>

I have attached a proposed scope of professional services that details the services to be provided by SMH for the project. Please review this scope of work carefully and let us know if it needs to be modified. The scope of professional services is essentially our list of tasks as we work through the project. If during the project it is determined additional tasks are needed we will inform your team immediately and then work towards modifying the scope of work and adjusting the fee. We like to think we have encapsulated all the necessary task in our proposal, but on occasion the need for additional tasks arises.

Please note that you are retaining SMH as an independent contractor and as a consultant. By signing below, you agree to pay SMH for the services to be provided upon receipt of the SMH invoice.

SMH's total liability arising under this agreement will, in no event, exceed the total amount paid by you to SMH pursuant to this agreement during the preceding twelve (12) month period to the date such liability arose. By signing below, you agree to indemnify, defend, and hold SMH harmless from any and all claims, demands, liabilities, costs, damages, or causes of action of any nature whatsoever, arising out of any matter directly related to SMH's work on the above-described project. This agreement contains the entire agreement between the parties.

If you find the terms and conditions of this agreement to be acceptable, please sign below. If you have any questions regarding this agreement, I am able to be reached by email at [klancaster@smhconsultants.com](mailto:klancaster@smhconsultants.com) or by phone at 620-255-1952.

We look forward to assisting you with this project.

Sincerely,



Kurth Lancaster, PLA  
SMH Consultants

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

Attachments:

1. Proposed Scope of Professional Services



***Candletree 6 Addition  
Dodge City, Kansas  
Residential Subdivision & Iron Road Construction Documents  
Scope of Professional Services  
Prepared: December 12, 2019 (Revised)***

**SMH Consultants (SMH) will perform the following tasks:**

***Candletree 6 Subdivision***

**Part I - Land Survey**

1. A complete boundary, topographic, and site survey for the entire site that is to be improved as Candletree 6. The survey will include any necessary boundary information, manmade features on the site, marked utilities, and topography as necessary to develop a digital terrain model for grading.
2. Conversion of the survey into a working drawing that can be used for design.
3. Current high-resolution aerial photography and topography utilizing a low altitude sUAV, of the site. Aerial survey to be completed utilizing ground control set up by ground survey on the basis of state/plane coordinates.

**Part II – Concurrent Preliminary & Final Plat**

1. Preparation of preliminary plat. This task includes review of the initial layout of lots, utilities, easements, and etc. with the owner.
2. Preparation of final plat. This task includes review of the initial layout of lots, utilities, easements, and etc. with the owner.
3. Electronic and paper copy of the plats to be provided to the City of Dodge City as required.
4. Obtainment of a certificate of title as required by the City of Dodge City.
5. All necessary fees with Ford County for filing the plat.
6. Obtainment of plat Signatures as required by the City of Dodge City.
7. Setting of all property pins as required by the laws of the State of Kansas.
8. One continuous legal description for the Candletree 6 Subdivision and the Iron Road and water main extension improvements for use in the RHID paper work.

### **Part III Sanitary Sewer Design**

#### **Phase I (Preliminary Construction Documents)**

1. Preliminary gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
2. Sanitary sewer standard details as provided by the City of Dodge City.
3. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
4. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.
5. Submittal of preliminary construction documents (electronic) for review by the City of Dodge City.

#### **Phase II (Final Construction Documents)**

1. Final gravity sanitary sewer plan and profile internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
2. Sanitary sewer standard details as provided by the City of Dodge City.
3. Preparation of final provision and specifications documents using City of Dodge City standard forms.

### **Part IV Water Main Design**

#### **Phase I (Preliminary Construction Documents)**

1. Preliminary water main plan and profile for the extension of water service to and within the platted subdivision. The water main plans and profiles shall conform to City of Dodge City standards. Also, includes discussions with City and Owner about water service locations and stub outs details.

2. Water main standard details as provided by the City of Dodge City.
3. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
4. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

#### **Phase II (Final Construction Documents)**

1. Final water main plan and profile for the extension of water service to and within the platted subdivision based on review comments from the City of Dodge City. The water main plans and profiles shall conform to City of Dodge City standards. Also, includes water service locations and stub out detail information.
2. Water main standard details as provided by the City of Dodge City.
3. Preparation of final provision and specifications documents using City of Dodge City standard forms.

#### **Part V – Residential Street Design**

##### **Phase I (Preliminary Construction Documents)**

1. Preliminary roadway plan and profiles for each of the public streets within the final platted subdivision.
2. Paving details as required by the pavement design.
3. Preliminary roadway cross sections for each of the public streets within the final platted subdivision. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.
4. Preliminary intersection details detailing horizontal and vertical design information at each of the proposed intersections.
5. Stormwater runoff calculations to verify the required stormwater needs of the subdivision including the proper sizing of conduits and inlets. This task includes calculations for temporary storm water detention north of the project site.

6. Preliminary storm sewer layout and design to conform to City of Dodge City Standards.
7. Storm sewer standard details as provided by the City of Dodge City.
8. Preliminary mass grading plan for the entire platted area to depict areas of cut and fill. This task includes the incorporation of temporary sedimentation basins on the north end of the project.
9. Preliminary stormwater erosion and sediment control plan.
10. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
11. Preparation and submittal of a stormwater pollution prevention plan to the Kansas Department of Health and Environment and all necessary NPDES permitting applications. Upon approval the approved NPDES NOI and accompanying SWPPP will be provided to the developer. This document is required to be onsite through construction of the project.
12. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

**Phase II (Final Construction Documents)**

1. Final roadway plan and profiles for each of the public streets within the final platted subdivision.
2. Paving details as required by the pavement design.
3. Final storm sewer layout and design.
4. Storm sewer standard details as provided by the City of Dodge City.
5. Final roadway cross sections for each of the public streets within the final platted subdivision. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.

6. Final intersection details detailing horizontal and vertical design information at each of the proposed intersections.
7. Final mass grading plan for the entire platted area to depict areas of cut and fill.
8. Final erosion and sediment control plan based on review comments from the City of Dodge City.
9. Preparation of final provision and specifications documents using City of Dodge City standard forms. SMH will provide the City with 2 - full size and 2 - 11"x17" sets of the plan in addition to PDF documents.

#### **Part VI – Contractor Coordination and Project Pricing**

1. Project construction cost estimates to be utilized by the City in preparation of the necessary documentation for both project petitions and the Rural Housing Incentive District.
2. Preparation of a project bid sheet that includes utilities for the developer to utilize in obtaining bids for construction of the project.
3. Responding to questions from bidders regarding the project as they prepare project bids for the developer.

### ***Iron Road & Water Main Extension***

#### **Part VII - Land Survey**

1. A complete boundary, topographic, and site survey for the entire area that is to be improved along the proposed Iron Road from the west boundary of Candletree 6 to Avenue A. The survey will include any necessary boundary information, manmade features on the site, marked utilities, and topography as necessary to develop a digital terrain model for grading.
2. Conversion of the survey into a working drawing that can be used for design.
3. Current high-resolution aerial photography and topography utilizing a low altitude sUAV, of the site. Aerial survey to be completed utilizing ground control set up by ground survey on the basis of state/plane coordinates.
4. Preparation of legal descriptions and exhibits for the potential acquisition of right of way from the Weber property to the north of the section line. This task also includes initial discussions with the property owners about potential right of way acquisition.

**Part VIII Water Main Design – Iron Road (west boundary of Candltreet 6 to Avenue A)**

**Phase I (Preliminary Construction Documents)**

1. Preliminary water main plan and profile for the extension of water service along the proposed Iron Road from the west boundary of Candletree 6 to Avenue A. The water main plans and profiles shall conform to City of Dodge City standards.
2. Water main standard details as provided by the City of Dodge City.
3. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
4. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

**Phase II (Final Construction Documents)**

1. Final water main plan and profile for the extension of water service along the proposed Iron Road from the west boundary of Candletree 6 to Avenue A. The water main plans and profiles shall conform to City of Dodge City standards.
2. Water main standard details as provided by the City of Dodge City.
3. Preparation of final provision and specifications documents using City of Dodge City standard forms.

**Part IX – Street Design**

**Phase I (Preliminary Construction Documents)**

1. Preliminary roadway plan and profiles for the proposed Iron Road extension improvements from the west boundary of Candletree 6 to Avenue A.
2. Paving details as required by the pavement design.
3. Preliminary roadway cross sections for the proposed Iron Road extension improvements from the west boundary of Candletree 6 to Avenue A. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.

4. Preliminary intersection details detailing horizontal and vertical design information at each of the proposed intersections.
5. Stormwater runoff calculations to verify the required stormwater needs of the Iron Road improvements including the proper sizing of conduits and inlets.
6. Preliminary storm sewer layout and design to conform to City of Dodge City Standards.
7. Storm sewer standard details as provided by the City of Dodge City.
8. Preliminary mass grading plan for the Iron Road improvements to depict areas of cut and fill.
9. Preliminary stormwater erosion and sediment control plan.
10. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
11. Submittal of preliminary construction documents (electronically) for review by the City of Dodge City.

**Phase II (Final Construction Documents)**

1. Final roadway plan and profiles for the proposed Iron Road extension improvements from the west boundary of Candletree 6 to Avenue A.
2. Paving details as required by the pavement design.
3. Final storm sewer layout and design.
4. Storm sewer standard details as provided by the City of Dodge City.
5. Final roadway cross sections for the proposed Iron Road extension improvements from the west boundary of Candletree 6 to Avenue A. Roadway cross sections will depict proposed and existing known and discoverable ground conditions, characteristics and improvements, as well as water and sanitary sewer crossings and crown elevations.
6. Final intersection details detailing horizontal and vertical design information at each of the proposed intersections.

7. Final mass grading plan for the entire platted area to depict areas of cut and fill.
8. Final erosion and sediment control plan based on review comments from the City of Dodge City.
9. Preparation of final provision and specifications documents using City of Dodge City standard forms. SMH will provide the City with 2 - full size and 2 - 11"x17" sets of the plan in addition to PDF documents.

### **Part X – Contractor Coordination and Project Pricing**

1. Project construction cost estimates to be utilized by the City in preparation of the necessary documentation for both project petitions and the Rural Housing Incentive District.
2. Preparation of a project bid sheet that includes utilities for the developer to utilize in obtaining bids for construction of the project.
3. Responding to questions from bidders regarding the project as they prepare project bids for the developer.

### **Services not Rendered by SMH but May be Required**

1. Dumpster enclosure design and details, if required.
2. Structural design services.
3. Geotechnical Investigation.
4. All other services not identified in the above scope of services.

### **Notes**

1. There may be studies (i.e. additional traffic, additional drainage, sewer and etc.) not identified in this scope of services that may arise because of the City of Dodge City or other jurisdictional agencies. As the need for these studies arises a separate scope of work will be developed for approval by the client.
2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.

3. All designs shall be provided on SMH title block and provided in PDF format.
4. Any services not identified in the fore mentioned scope of services requested by the architect or owner will be provided at 2019 hourly rates.

# Fee Estimate

City of Dodge City  
Candletree #6 Addition  
Revised 12.12.2019

SC = Survey Crew  
CT = CAD/CADD Technician  
MPLS = Managing Principal Land Surveyor

RLS = Registered Land Surveyor  
MPE = Managing Principal Engineer  
PE = Project Engineer

DE = Design Engineer  
CE = Construction Engineer  
CL = Clerical



	SC	CT	MPLS	MPE	PE	DE	LA	CL	Rate =	SC	CT	MPLS	MPE	PE	DE	LA	CL	Expenses	Totals Hours	Total Fee		
										125.00	85.00	125.00	165.00	135.00	100.00	105.00	55.00					
Estimated Hours										Estimated Fee												
<b>CANDLETREE 6 SUBDIVISION</b>																						
<b>PART I - LAND SURVEY (Candletree 6)</b>																						
1. Boundary, Topo, and Site Survey	70		5				1			\$8,750.00		\$625.00				\$105.00			76	\$9,480.00		
2. Conversion of Survey		38	4					1			\$3,200.00	\$500.00				\$105.00			43	\$3,835.00		
3. Drone Survey & Photography	3	4								\$375.00	\$340.00								7	\$715.00		
																			<b>Land Survey = \$14,030.00</b>			
																			<b>Total Land Survey = \$14,030.00</b>			
<b>PART II - PRELIMINARY AND FINAL PLATTING (Candletree 6)</b>																						
1. Preparation of a Preliminary Plat		40	1		4	2	6	5		\$3,400.00	\$125.00		\$660.00	\$270.00	\$600.00	\$525.00			58	\$5,580.00		
2. Preparation of Final Plat		20	4		4			1		\$1,700.00	\$500.00		\$660.00			\$105.00			29	\$2,965.00		
3. Plat Submittals								1.0	1							\$105.00	\$55.00	\$150.00	2	\$310.00		
4. Certificate of Title								0.5								\$52.50		\$150.00	0.5	\$202.50		
5. County Fees																		\$100.00		\$100.00		
6. Plat Signatures								1								\$105.00			1	\$105.00		
7. Setting of Property Pins		40	2	2						\$5,000.00	\$170.00	\$250.00							44	\$5,420.00		
8. RHID Legal Description			1	4								\$85.00	\$500.00						5	\$585.00		
																			<b>Platting = \$15,267.50</b>			
																			<b>Total Platting = \$15,267.50</b>			
<b>PART III - SANITARY SEWER DESIGN (Candletree 6)</b>																						
<b>Phase I - Preliminary Construction Documents</b>																						
1. Preliminary Sanitary Sewer Plan and Profile				20		60							\$2,700.00	\$6,000.00					80	\$8,700.00		
2. Sanitary Sewer Standard Details						1								\$100.00					1	\$100.00		
3. Utility Coordination					0.5									\$67.50					0.5	\$67.50		
4. Sanitary Sewer Permitting					1									\$135.00					1	\$135.00		
5. Review Submittal				2	2	2							\$330.00	\$270.00	\$200.00			\$150.00	6	\$950.00		
																			<b>Phase I Total = \$9,952.50</b>			
<b>Phase II - Final Construction Documents</b>																						
1. Final Sanitary Sewer Plan and Profile					1	6								\$135.00	\$600.00				7	\$735.00		
2. Sanitary Sewer Standard Details					1									\$135.00					1	\$135.00		
3. Document Preparation					2			1						\$270.00			\$55.00		3	\$325.00		
																			<b>Phase II Total = \$1,195.00</b>			
																			<b>Total Sanitary Sewer = \$11,147.50</b>			
<b>PART IV - WATER MAIN DESIGN (Candletree 6)</b>																						
<b>Phase I - Preliminary Construction Documents</b>																						
1. Preliminary Water Main Plan and Profile				20		60							\$2,700.00	\$5,000.00				\$1,000.00	70	\$8,700.00		
2. Water Main Standard Details					1									\$135.00					1	\$135.00		
3. Utility Coordination					1									\$135.00					1	\$135.00		
4. Review Submittal				1	2	2							\$165.00	\$270.00	\$200.00			\$150.00	6	\$785.00		
																			<b>Phase I Total = \$9,755.00</b>			
<b>Phase II - Final Construction Documents</b>																						
1. Final Water Main Plan and Profile					1	6								\$135.00	\$600.00				7	\$735.00		
2. Water Main Standard Details					1									\$135.00					1	\$135.00		
3. Document Preparation					2			1						\$270.00			\$55.00		3	\$325.00		
																			<b>Phase II Total = \$1,195.00</b>			
																			<b>Total Water Main = \$10,950.00</b>			
<b>PART V - RESIDENTIAL STREET DESIGN (Candletree 6)</b>																						
<b>Phase I - Preliminary Construction Documents</b>																						
1. Preliminary Roadway Plans, Profiles				20		58	16						\$2,700.00	\$5,800.00	\$1,680.00				94	\$10,180.00		
2. Paving Details						2								\$200.00					2	\$200.00		
3. Preliminary Roadway Cross Sections						8								\$800.00					8	\$800.00		
4. Preliminary Intersection Details				16		40							\$2,160.00	\$4,000.00					56	\$6,160.00		
5. Stormwater Runoff Calculations						30							\$4,050.00						30	\$4,050.00		
6. Preliminary Storm Sewer Layout and Design					1	6								\$600.00					6	\$600.00		
7. Storm Sewer Details						1								\$135.00					1	\$135.00		
8. Preliminary Mass Grading				12		54							\$1,620.00	\$5,400.00					66	\$7,020.00		
9. Preliminary Stormwater Erosion and Sediment Control						4								\$400.00					4	\$400.00		
10. Utility Coordination							2								\$210.00				2	\$210.00		
11. NPDES Permitting						6								\$600.00				\$60.00	6	\$660.00		
12. Review Submittal				3		2	1						\$495.00	\$200.00	\$105.00			\$300.00	6	\$1,100.00		
																			<b>Phase I Total = \$31,515.00</b>			
<b>Phase II - Final Construction Documents</b>																						
1. Final Roadway Plans, Profiles					4	5								\$540.00	\$500.00				9	\$1,040.00		
2. Paving Details						1								\$100.00					1	\$100.00		
3. Final Storm Sewer Layout and Design					4	2								\$540.00	\$200.00				6	\$740.00		
4. Storm Sewer Standard Details					2	0.5								\$270.00	\$50.00				2.5	\$320.00		
5. Final Roadway Cross Sections						4								\$400.00					4	\$400.00		
6. Final Intersection Details					4	4								\$540.00	\$400.00				8	\$940.00		
7. Final Mass Grading					4	6								\$540.00	\$600.00				10	\$1,140.00		
8. Final Stormwater Erosion and Sediment Control						2								\$200.00					2	\$200.00		
9. Document Preparation					2	2		1						\$270.00	\$200.00		\$55.00		5	\$525.00		
																			<b>Phase II Total = \$5,405.00</b>			
																			<b>Total Resid. Streets = \$36,920.00</b>			

PART VI - CONTRACTOR COORDINATION & PRICING (Candletree 6)																					
1. Project Cost Estimates	1	6											\$135.00	\$600.00	7	\$735.00					
2. Bid Sheets	1	3											\$135.00	\$300.00	4	\$435.00					
3. Project Bid Question Responses	2		2										\$270.00		\$210.00	4	\$480.00				
													<b>CONTRACTOR = \$1,650.00</b>								
													<b>Total Contractor = \$1,650.00</b>								
<b>Totals =</b>	113.00	105.00	20.00	0.00	14.00	160.50	348.50	31.50	4.00	0.00	0.00	0.00	0.00	0.00	990.00	21,397.50	34,250.00	2,205.00	165.00	1,660.00	354.5

**Candletree 6 TOTAL = \$89,965.00**

IRON ROAD & WATER MAIN EXTENSION																			
PART VII - LAND SURVEY (Iron Road Extension)																			
1. Boundary, Topo, and Site Survey	24	4		2									\$3,000.00	\$500.00		\$210.00	30	\$3,710.00	
2. Conversion of Survey		19	3		1									\$1,615.00	\$375.00		\$105.00	23	\$2,095.00
3. Drones Survey & Photography	1	2											\$125.00	\$170.00			3	\$295.00	
4. Legals, Exhibits, & Initial discussions w/Weber for ROW		4	4		4									\$340.00	\$500.00	\$495.00	\$420.00	15	\$1,755.00
													<b>Land Survey = \$7,855.00</b>						
													<b>Total Land Survey = \$7,855.00</b>						

PART VIII - WATER MAIN DESIGN (Iron Road Extension)																		
Phase I - Preliminary Construction Documents																		
1. Preliminary Water Main Plan and Profile		2	36										\$270.00	\$3,600.00		\$1,000.00	38	\$4,870.00
2. Water Main Standard Details		1											\$135.00				1	\$135.00
3. Utility Coordination		0.5		0.5									\$67.50		\$52.50		1	\$120.00
4. Review Submittal	1	2	2										\$165.00	\$270.00	\$200.00	\$150.00	5	\$785.00
													<b>Phase I Total = \$5,910.00</b>					
Phase II - Final Construction Documents																		
1. Final Water Main Plan and Profile		1	3										\$135.00	\$300.00			4	\$435.00
2. Water Main Standard Details		1											\$135.00				1	\$135.00
3. Document Preparation		1			1								\$135.00		\$55.00		2	\$190.00
													<b>Phase II Total = \$760.00</b>					
													<b>Total Water Main = \$6,670.00</b>					

PART IX - STREET DESIGN (Iron Road Extension)																		
Phase I - Preliminary Construction Documents																		
1. Preliminary Roadway Plans, Profiles	24	50	8										\$3,240.00	\$5,000.00	\$840.00		82	\$9,080.00
2. Paving Details		2												\$200.00			2	\$200.00
3. Preliminary Roadway Cross Sections		8											\$135.00	\$800.00			8	\$800.00
4. Preliminary Intersection Details	8	16											\$1,080.00	\$1,600.00			24	\$2,680.00
5. Stormwater Runoff Calculations	16												\$2,160.00				16	\$2,160.00
6. Preliminary Storm Sewer Layout and Design	16	30											\$2,160.00	\$3,000.00			46	\$5,160.00
7. Storm Sewer Details	1												\$135.00				1	\$135.00
8. Preliminary Mass Grading	8	30											\$1,080.00	\$3,000.00			38	\$4,080.00
9. Preliminary Stormwater Erosion and Sediment Control		4											\$400.00				4	\$400.00
10. Utility Coordination					2										\$110.00		2	\$110.00
11. Review Submittal	3	2	1	2									\$495.00	\$200.00	\$105.00	\$110.00	6	\$1,100.00
													<b>Phase I Total = \$25,905.00</b>					
Phase II - Final Construction Documents																		
1. Final Roadway Plans, Profiles	4	10	1										\$540.00	\$1,000.00	\$105.00		15	\$1,645.00
2. Paving Details	1	1											\$135.00	\$100.00			2	\$235.00
3. Final Storm Sewer Layout and Design	4	6											\$540.00	\$600.00			10	\$1,140.00
4. Storm Sewer Standard Details	1	0.5											\$135.00	\$50.00			1.5	\$185.00
5. Final Roadway Cross Sections		4											\$135.00	\$400.00			4	\$400.00
6. Final Intersection Details	1	4											\$135.00	\$400.00			5	\$535.00
7. Final Mass Grading	4	10											\$540.00	\$1,000.00			14	\$1,540.00
8. Final Stormwater Erosion and Sediment Control		2											\$200.00				2	\$200.00
9. Document Preparation		1		1									\$100.00		\$55.00		2	\$155.00
													<b>Phase II Total = \$6,035.00</b>					
													<b>Total Resid. Streets = \$31,940.00</b>					

PART X - CONTRACTOR COORDINATION & PRICING (Iron Road Extension)																					
1. Project Cost Estimates		4												\$400.00			4	\$400.00			
2. Bid Sheets		2												\$200.00			2	\$200.00			
3. Project Bid Question Responses		2	1											\$200.00	\$105.00		3	\$305.00			
													<b>Contractor = \$905.00</b>								
													<b>Total Contractor = \$905.00</b>								
<b>Totals =</b>	25.00	25.00	11.00	0.00	7.00	96.50	229.50	18.50	4.00	0.00	3,125.00	2,125.00	1,375.00	0.00	1,155.00	13,027.50	22,950.00	1,942.50	220.00	1,450.00	416.50

**Iron Road TOTAL = \$47,370.00**

**GRAND TOTAL = \$137,335.00**

## *Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nicole May*  
*Date: December 20, 2019*  
*Subject: Approval of 2019 Budget Amendments*

*Agenda Item Public Hearing and New Business*

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**Recommendation:** I recommend the approval 2019 Budget Amendments.

**Background:** Kansas law provides that each year municipalities set a budget for each of the funds that the municipality has. It also provides that if the revenues exceed what was budgeted and the expenditures exceed the budget, the budget can be amended by going through the same procedure as when the budget was originally adopted. The 2019 budget was passed by the City Commission in August of 2018. A public hearing notice was published in the December 20<sup>th</sup> 2019, edition of the Dodge City Daily Globe notifying the public that the City Commission would hold a public hearing to consider the amendments for the 2019 budget.

**Justification:** To ensure no violations of the budget law.

**Financial Considerations:** Cash is available in all funds that are being amended. The following funds are being amended:

Special Highway – This amendment was required to allow for additional funding of street projects that was not originally budgeted. There was sufficient cash in the fund to allow for the purchase but additional budget authority was needed.

Community Improvement District – This amendment was required due to an increase in collections in sales tax in the 5 CID districts. The collections from 3 of the districts are passed through to the business owner.

Capital Equipment Fund – This amendment is required due to a change in the way that KDOT is handling the grant reimbursement for the Transportation Buses. In prior years, the city was only required to pay their 20% match. Beginning in 2019, the City is required to pay the entire cost of the bus and then KDOT reimburses the City for KDOT's 80%.

Development & Growth Fund – This amendment was required due to the reallocation of the funding from the Comanche Street project to other City projects such as the Quiet zone, purchase of Park St. Properties, purchase of VFW Park and additional YMCA funding.

Drainage Fund – This amendment was required due to the repairs needed on the Ave D drainage levee.

**Purpose/Mission:** To promote open communications and inform the public when necessary budget changes are needed.

**Legal Considerations:** This amendment will allow us to comply with the State of Kansas Budget Law.

**Attachments:** Notice of hearing and budget amendments.

2019

**Amended  
Certificate  
For Calendar Year 2019**

To the Clerk of Ford, State of Kansas  
We, the undersigned, duly elected, qualified, and acting officers of  
City of Dodge City  
certify that: (1) the hearing mentioned in the attached publication was held;(2) after the Budget Hearing this Budget was duly approved and adopted as the maximum expenditure for the various funds for the year.

		2019 Amended Budget			
Table of Contents:		Page No.	Amount of 2018 Tax that was Levied	Adopted 2019 Expenditures	Proposed Amended 2019 Expenditures
<b>Fund</b>	<b>K.S.A.</b>				
Capital Equipment		1		549,000	739,000
Development & Growth		2		841,020	924,020
Community Improvement District		3		110,000	140,000
Special Highway		4		1,146,622	1,322,122
Drainage Utility		5		415,908	474,408
Totals		xxxxxxx	0	3,062,550	3,599,550
Summary of Amendments		6			

Attested date: \_\_\_\_\_

\_\_\_\_\_  
County Clerk

Assisted by: \_\_\_\_\_

Address: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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Governing Body

CPA Summary
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City of Dodge City

2019

Adopted Budget

Drainage Utility	2019 Adopted Budget	2019 Proposed Budget
Unencumbered Cash Balance January 1	207,415	403,363
Receipts:		
Ad Valorem Tax		
Delinquent Tax		
Motor Vehicle Tax		
Recreational Vehicle Tax		
16/20M Vehicle Tax		
Service Fees	220,000	230,000
Interest on Idle Funds	3,000	14,000
<b>Total Receipts</b>	<b>223,000</b>	<b>244,000</b>
<b>Resources Available:</b>	<b>430,415</b>	<b>647,363</b>
Expenditures:		
Personal Services	72,958	87,958
Contractual	1,600	1,600
Capital Outlay	189,500	233,000
Bad Debt Expense		
Transfer to General Fund	39,800	39,800
Transfer to Bond & Interest	112,050	112,050
<b>Total Expenditures</b>	<b>415,908</b>	<b>474,408</b>
Unencumbered Cash Balance December 31	14,507	172,955

CPA Summary
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**Notice of Budget Hearing for Amending the  
2019 Budget**

The governing body of  
**City of Dodge City**

will meet on the day of December 30, 2019 at 8:00 A.M. at City Commission Chambers, City Hall 806 2nd Avenue for the purpose of hearing and answering objections of taxpayers relating to the proposed amended use of funds.

Detailed budget information is available at City Hall 806 2nd Avenue  
and will be available at this hearing.

**Summary of Amendments**

Fund	2019 Adopted Budget			2019 Proposed Amended Expenditures
	Actual Tax Rate	Amount of Tax that was Levied	Expenditures	
Capital Equipment			549,000	739,000
Development & Growth			841,020	924,020
Community Improvement District			110,000	140,000
Special Highway			1,146,622	1,322,122
Drainage Utility			415,908	474,408
			0	0

Nicole May  
Official Title: Finance Director