

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, October 17, 2011

7:00 p.m.

MEETING #4865

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Dr. Jerry Ketner of the New Hope on the Plains

## **PLEDGE OF ALLEGIANCE**

**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 Joint City/County Commission Meeting minutes, October 3, 2011
2. Approval of City Commission Meeting minutes, October 3, 2011
3. Appropriation Ordinance No. 20, October 4, 2011
4. Cereal Malt Beverage License
  - a. Taco Palenque, 307 Military

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2011-26:** A Resolution Delaying the Commencement of the Collection of a Community Improvement District Sales Tax From January 1, 2012 to January 1, 2013. Report by City Manager, Ken Strobel.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Final Replat for Gateway Townhouses. Report by Director of Developmental Services, Dennis Veatch.

2. Approval of Bid from Utility Contractors, Inc. for the construction of Phase II of the North Dodge Collection System Improvements. Report by Director of Engineering, Ray Slattery.
3. Approval of Bids for Police Package Vehicles. Report by Assistant Superintendent of Public Works, Corey Keller.
4. Approval of Project Cost Reimbursement Agreement and Consulting Services Agreement for the design of infrastructure for the Avenue K & Comanche development. Report by Assistant City Manager, Cherise Tieben.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **JOINT CITY/COUNTY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, October 3, 2011

5:45 p.m.

MEETING #4863

## **CALL TO ORDER**

### **ROLL CALL:**

*City of Dodge City:* Mayor Rick Sowers, Commissioners Jim Sherer, Monte Broeckelman and Kent Smoll. Commissioner Michael Weece was reported absent.

*Ford County:* Chairman Kim Goodnight, Commissioners Terry Williams and Jerry King.

### **NEW BUSINESS**

1. Update on Western State Bank County Expo Center was presented by Public Building Commission Chairman Jerry King.

*City Action:* No action taken.

*County Action:* No action taken.

2. Appointments to fill CFAB vacancies.

*City Action:* Commissioner Jim Sherer moved to appoint Dr. Perak and reappoint Jim Lembright to a 3 year term on the CFAB Board. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

*County Action:* Chairman Kim Goodnight moved to appoint Dr. Perak and reappoint Jim Lembright to a 3 year term on the CFAB Board. Commissioner Jerry King seconded the motion. The motion carried 3-0.

### **OLD BUSINESS**

1. Approval of Public Transportation Plan and Budget. Presented by Director of Parks & Recreation, Paul Lewis and Mobility Manager, Kathy Denhart.

*City Action:* Mayor Rick Sowers moved to approve acquisition of two (2) buses for Public Transportation with the City's match being \$16,579.00; approval of expanding service to Spearville/Wright/Dodge City route; and approval of expanding service to Bloom/Kingsdown/Bucklin/Ford route. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

*County Action:* Commissioner Jerry King moved to approve acquisition of two (2) buses for Public Transportation with the County's match being \$9,947.00; approval of expanding service to Spearville/Wright/Dodge City route; and approval of expanding service to Bloom/Kingsdown/Bucklin/Ford route; the total additional amounts to be approved for 2012 being \$31,131.00. Commissioner Terry Williams seconded the motion. The motion carried 3-0.

2. Approval of United Wireless Arena/Boot Hill Casino Settlement.

*City Action:* Mayor Rick Sowers moved to approve the settlement with regard to United Wireless Arena/Boot Hill Casino and the Release and Settlement Agreement with Victory Electric. Commissioner Jim Sherer seconded the motion. The motion carried 3-1, Commissioner Monte Broeckelman voted no.

*County Action:* Chairman Kim Goodnight moved to approve the settlement agreement with regard to United Wireless Arena/Boot Hill Casino and the Release and Settlement Agreement with Victory Electric. Commissioner Terry Williams seconded the motion. The motion carried 2-0, Commissioner Jerry King abstained from voting.

## **ADJOURNMENT**

*City Action:* Commissioner Kent Smoll moved and Commissioner Jim Sherer seconded the motion to adjourn the meeting. The motion carried 4-0.

*County action:* Chairman Kim Goodnight moved, Commissioner Terry Williams seconded the motion to adjourn. The motion carried 3-0.

ATTEST:

\_\_\_\_\_  
Rick Sowers, Mayor

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

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, October 3, 2011

7:00 p.m.

MEETING #4864

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer and Monte Broeckelman were present. Commissioner Michael Weece was absent.

**INVOCATION** by Captain Joaquin Rangel of the Salvation Army

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Mayor Rick Sowers opened the Public Hearing.

1. Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Pos-T-Vac of Dodge City, Kansas was presented by Executive Director of Dodge City/Ford County Development Corporation, Joann Knight.

Ed Stewart, owner of Pos-T-Vac, commented on the business.

Vernon Bogart inquired as to any loss of revenue at current location.

Mayor Rick Sowers closed the Public Hearing

**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).

Cathy Reeves with the Dodge City Public Library gave the Quarterly report for the Library.

Jane Longmeyer, Director of Public Information, presented the Character Trait – Dependability

**CONSENT CALENDAR**

1. Approval of City Commission Work Session minutes, September 19, 2011
2. Approval of City Commission Meeting minutes, September 19, 2011
3. Appropriation Ordinance No. 19, October 3, 2011
4. Cereal Malt Beverage License
  - a. Kate's, 305 E. Trail Street

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Kent Smoll. The motion carried 4-0.

**ORDINANCES & RESOLUTIONS**

**Resolution No. 2011-25:** Resolution Providing for Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Pos-T-Vac of Dodge City, Kansas was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Jim Sherer. Motion carried 3-0, Commissioner Kent Smoll abstained from voting.

**UNFINISHED BUSINESS****NEW BUSINESS**

1. Contract for the Sale of Tax Credits for Hennessey Hall to United Wireless Communications was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Kent Smoll. Motion carried 4-0.

**OTHER BUSINESS**

Ken Strobel, City Manager:

- Thanked Paul Lewis for thinking outside the box on getting the tax credits for Hennessy Hall and thanks to Joann Knight for her assistance;
- Improvements at Cavalier Field look good;
- Spiers Park is a nice addition to the Park system; and
- Attended a portion of the Hispanic Business Conference.

Jane Longmeyer, Director of Public Information:

- Spiers Park Open House is scheduled for Saturday, October 8<sup>th</sup> 10:00 a.m. – 11:00 a.m.

Commissioner, Jim Sherer:

- Santa Fe Symposium went very well. Conference Center was outstanding; Boot Hill prepared buffet; Fort Dodge was great too; Speakers were good and all comments were positive. Thanks to all who helped.

Mayor, Rick Sowers:

- Thanked Paul and Staff for allowing him to help with Spiers playground;
- Thanked Commissioner Sherer for his efforts with the Santa Fe Symposium; and
- Wished Commissioner Sherer Good Luck with the upcoming League of Kansas Municipalities Election.

Commissioner, Monte Broeckelman:

- On the median at 3<sup>rd</sup> & Wyatt Earp, it is getting to be a blind spot.

### **EXECUTIVE SESSION**

At 8:03 p.m., Mayor Rick Sowers moved to adjourn to Executive Session to discuss Non Elected Personnel and Land Acquisition not to exceed 45 minutes to include City Manager Ken Strobel, Assistant City Manager Cherise Tieben, and Finance Director Nannette Pogue. Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

The Regular Meeting reconvened at 8:45 p.m.

**ADJOURNMENT:** Commissioner Jim Sherer moved to adjourn the meeting; Commissioner Monte Broeckelman seconded the motion. The motion carried 4-0.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, 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 / Ford Co

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License	
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.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name	Phone No.	Date of Birth	
<u>GLORIA DE LEON</u>	<u>3388742</u>	<u>5/21/97</u>	
Residence Street Address	City	Zip Code	
<u>711 Avc</u>	<u>Dodge city</u>	<u>Ks 67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location)		Mailing Address	
DBA Name	Name		
<u>Taco Palenque</u>	<u>Jaime Garcia</u>		
Business Location Address	Address		
<u>307 Military</u>	<u>10791 Cutler Way</u>	<u>67801</u>	
City	City	State	Zip
<u>Dodge city</u>	<u>Dodge city</u>	<u>Ks</u>	<u>67801</u>
Business Phone No.	<input type="checkbox"/> I own the proposed business location.		
<u>225 36 82</u>	<input checked="" type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s) <u>Jaime Garcia and EMMA Villagrana</u>			

SECTION 4 - APPLICANT QUALIFICATION	
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>25</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has 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
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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No

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

SECTION 5 - MANAGER OR AGENT QUALIFICATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name <i>Jaime Garcia</i>	Phone No. <i>2253682</i>	Date of Birth <i>8/15/66</i>	
Residence Street Address <i>10791 Cattle way</i>	City <i>Dodgecity KS</i>	Zip Code <i>67801</i>	
Manager or Agent Spousal Information			
Spouse Name <i>Emma Viglagrana</i>	Phone No. <i>2253682</i>	Date of Birth <i>5/11/73</i>	
Residence Street Address	City	Zip Code	
Qualification Statement			
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE *Jaime Garcia* DATE *10-6-11*

*\$ 225<sup>00</sup>*

FOR CITY/COUNTY OFFICE USE ONLY:			
<input checked="" type="checkbox"/> License Fee Received	Amount \$ <u><i>200<sup>00</sup></i></u>	Date <u><i>10-6-11</i></u>	
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)			
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received	Date <u><i>10-6-11</i></u>		
<input type="checkbox"/> Background Investigation	<input type="checkbox"/> Completed Date _____	<input type="checkbox"/> Qualified	<input type="checkbox"/> Disqualified
<input type="checkbox"/> New License Approved	Valid From Date _____ to _____	By: _____	
<input type="checkbox"/> License Renewed	Valid From Date _____ to _____	By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)



## Memorandum

*To: City Commissioners*  
*From: Ken Strobel, City Manager*  
*Date: 10-13-2011*  
*Subject: Santa Fe Plaza CID*  
*Agenda Item: Resolution No. 2011-26*

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**Recommendation:** Staff recommends the approval of Resolution No. 2011-26, thereby extending the collection date of the CID sales tax for the Santa Fe Plaza project to January 1, 2013.

**Background:** Ordinance No. 3429 provided that the district would begin January 1, 2011, but was extended to January 1, 2012 by Resolution Nos. 2010-32 and 2011-14. Resolution No. 2011-26 extends the start date to January 1, 2013.

**Justification:** The developer does not expect to have development on the property until early next year, therefore no sales tax would be generated until that date.

**Financial Considerations:** None

**Purpose/Mission:** Together we strive to achieve high performance and service standards set by us and expected by the community.

**Legal Considerations:** None

**Attachments:** Resolution No. 2011-26

**REQUEST FOR DELAY OF  
COMMUNITY IMPROVEMENT DISTRICT  
SALES TAX EFFECTIVE DATE**

**TO:** The Governing Body of the City of Dodge City, Kansas (the “Governing Body”)

Alliance Center, LLC (the “Petitioner”), being the owner of record of all of the land area contained within a certain Community Improvement District (“CID”) within the City of Dodge City, Kansas created under Ordinance No. 3492 (the “District”), hereby requests that the Governing Body delay the effective date of a CID sales tax to be charged within the District from January 1, 2012 to January 1, 2013. In furtherance of such request, the Petitioner states as follows:

**WHEREAS**, on or about May 11, 2010, the Petitioner submitted a petition requesting the formation of the District.

**WHEREAS**, on June 7, 2010, the Governing Body approved the creation of the District by the adoption of Ordinance No. 3492, which Ordinance called for the imposition of an additional sales tax of 1% to be assessed on all taxable sales within the District, with such tax to commence on January 1, 2011 or any other date the City may approve by resolution if a change in the effective date is requested in writing by the Petitioner (the “CID Sales Tax”).

**WHEREAS**, on or about December 17, 2010, the Petitioner executed a request for an extension of the effective date of the CID Sales Tax from January 1, 2011 to July 1, 2011, which request was subsequently granted by the Governing Body.

**WHEREAS**, on or about April 8, 2011, the Petitioner executed a request for an extension of the effective date of the CID Sales Tax from July 1, 2011 to January 1, 2012, which request was subsequently granted by the Governing Body.

**NOW, THEREFORE**, the Petitioner hereby requests the following:

**Section 1. Effective Date of the CID Sales Tax.** Based on unforeseen delays in construction of the proposed improvements within the District, and pursuant to the authority set forth in Ordinance No. 3492 to modify the effective date of the CID Sales Tax by written request, the Petitioner requests that the Governing Body delay the effective date of the CID Sales Tax from January 1, 2012 to January 1, 2013 by approving a resolution to that effect.

**Section 2. Delivery of Resolution to the State Director of Taxation.** Upon approval of such resolution, the Petitioner requests that a certified copy of such resolution be delivered to the state director of taxation in accordance with the Kansas Community Improvement District Act, K.S.A. § 12-6a26, *et seq.*

**IN WITNESS WHEREOF**, the Petitioner has duly executed this request pursuant to all requisite authorizations as of the date first above written.

[Remainder of page intentionally left blank.]

ALLIANCE CENTER, LLC

By: *Brian Marshall*

Name: Brian Marshall

Title: Managing Partner

STATE OF Kansas )  
 ) ss.  
COUNTY OF Ford )

On this 30<sup>th</sup> day of September, 2011, before me personally appeared Brian Marshall to me personally known, who being by me duly sworn did say that he is the Managing Partner of Alliance Center, LLC, a Kansas limited liability company, and that said instrument was signed and delivered on behalf of said limited liability company and acknowledged to me that he executed the same as the free act and deed of said limited liability company.

In Testimony Whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

*Brad Smith*  
NOTARY PUBLIC

My Commission Expires:

3-3-2015  
[SEAL]



**RESOLUTION NO. 2011-26**

**A RESOLUTION DELAYING THE COMMENCEMENT OF THE  
COLLECTION OF A COMMUNITY IMPROVEMENT DISTRICT  
SALES TAX FROM JANUARY 1, 2012 TO JANUARY 1, 2013**

WHEREAS, on June 7, 2010, the Governing Body of the City of Dodge City, Kansas (the "City") passed Ordinance No. 3429 making findings as to the advisability of and creating a community improvement district more particularly described therein (the "Santa Fe Plaza CID"), authorizing certain projects relating thereto, approving the estimated cost of such projects, authorizing the imposition of a community improvement district sales tax within the community improvement district, and providing the proposed method and amount of financing; and

WHEREAS, Section 6 of Ordinance No. 3429 provided that the community improvement district sales tax would commence on January 1, 2011 or any other effective date the City may approve by resolution if a change in the effective date was requested by the party that petitioned to create such community improvement district (the "Petitioner"); and

WHEREAS, on December 17, 2010, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2011 to July 1, 2011 executed by the Petitioner, which Request was granted by Resolution No. 2010-32; and

WHEREAS, on April 8, 2011, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from July 1, 2011 to January 1, 2012 executed by the Petitioner, which Request was granted by Resolution No. 2011-14; and

WHEREAS, on October 3, 2011, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2012 to January 1, 2013 executed by the Petitioner; and

WHEREAS, such Request for Delay was signed by the owners of all the real property within the community improvement district; and

WHEREAS, the City hereby finds that it is appropriate to temporarily delay the effective date of the collection of community improvement district sales tax within the Santa Fe Plaza CID based on the receipt of such Request for Delay.

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

**SECTION 1.** The collection of the community improvement district sales tax within the Santa Fe Plaza CID shall be delayed from January 1, 2012 with the collection of such community improvement district sales tax to commence on January 1, 2013, or any other

effective date the City may approve by resolution if a further extension of such collection date is duly requested.

SECTION 2. Upon approval, a certified copy of this resolution shall be delivered to the state director of taxation in accordance with the Kansas Community Improvement District Act, K.S.A. § 12-6a26, *et seq.*

PASSED by the Governing Body on this 17<sup>th</sup> day of October, 2011.

APPROVED by the Mayor on this 17<sup>th</sup> day of October, 2011.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

APPROVED AS TO FORM:

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Brad Ralph, City Attorney

## *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: October 11, 2011*

*Subject: Gateway Townhomes Minor  
Plat*

*Agenda Item: New Business*

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**Recommendation:** The Dodge City Zoning Board met September 6, 2011 to review this minor plat of Gateway Townhomes. They are recommending approval of this plat.

**Background:** Michelle Mahiew, P.A. has submitted the application on behalf of the owners of Gateway Townhomes for the purpose of correcting errors relating to the location of the building and platted property lines. This has caused some issues with the title company making it difficult to buy or sell properties within this subdivision plat.

**Justification:** This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** This plat will correct errors of property line disputes in relation to townhome building lines.

**Legal Considerations:** None

**Attachments:** Gateway Townhomes Plat

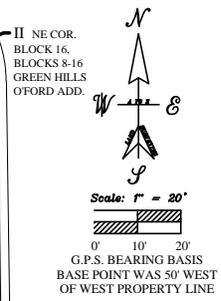
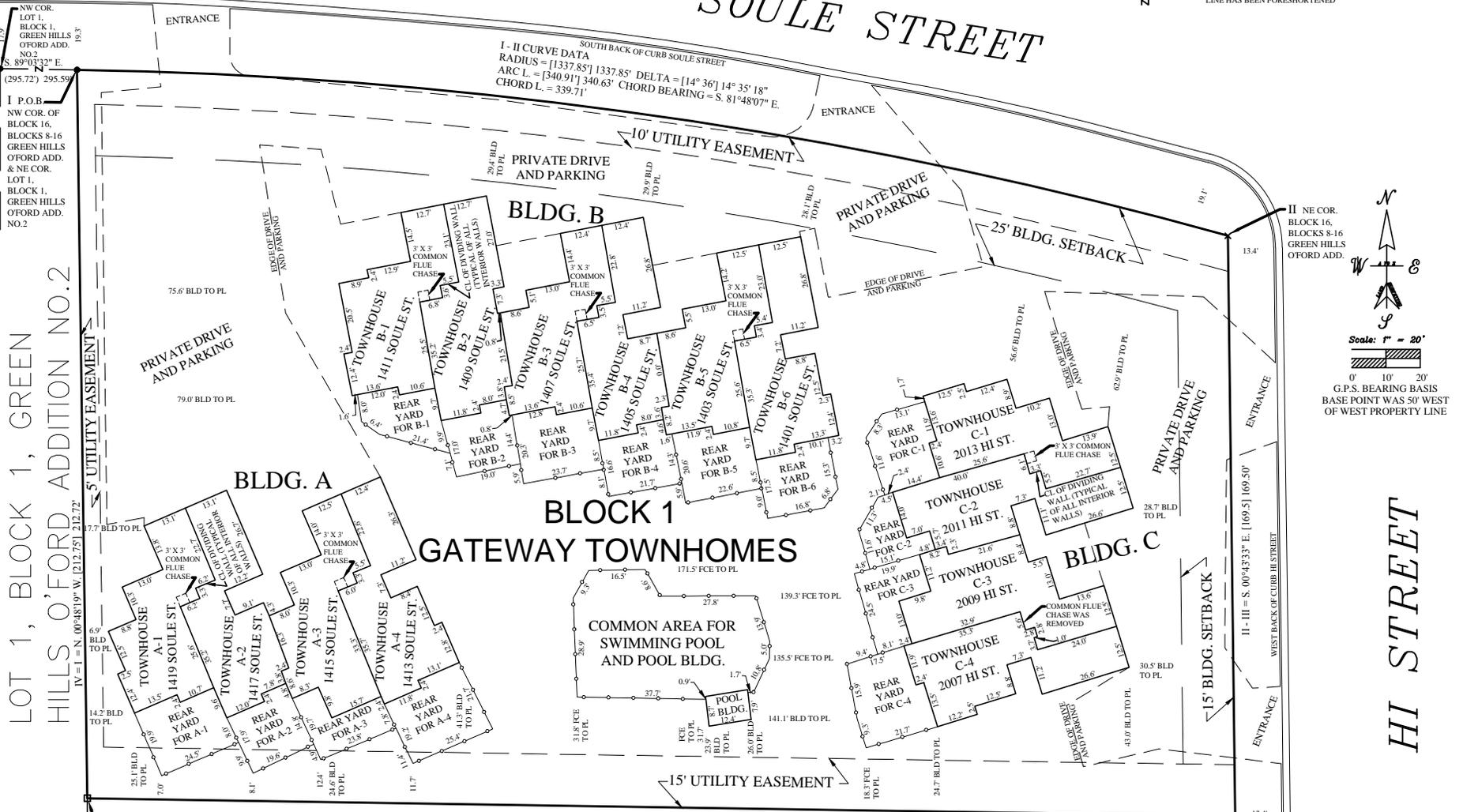
# FINAL PLAT OF: GATEWAY TOWNHOMES DODGE CITY, KANSAS

**NOTES:**  
 1.) THIS IS A CORRECTION PLAT FOR THE PURPOSE OF CORRECTING THE PREVIOUS ERRONEOUS PLAT OF GATEWAY TOWNHOUSE CONDOMINIUMS WHICH WAS ORIGINALLY OF RECORD AT THE FORD COUNTY REGISTER OF DEEDS OFFICE IN PLAT BOOK D AT PAGE 23 AND IS CURRENTLY OF RECORD IN THE PLAT CABINETS IN SLIDE 307.  
 2.) THE CENTERLINE (CL) OF THE DIVIDING WALLS (BETWEEN THE TOWNHOMES) DOES NOT RUN PARALLEL WITH THE EXTERIOR WALLS (OF THE TOWNHOMES). IN ORDER TO FURTHER DEFINE THE BOUNDARIES SHOWN HEREON, I HEREBY MAKE AN ACAD DIGITAL DRAWING (OF THIS PLAT) AVAILABLE TO THE PUBLIC AT THE FORD COUNTY SURVEYOR'S OFFICE.

**LEGEND**

- FOUND 4" X 4" CONC. MON. FROM BLOCKS 8-16 GREEN HILLS OF FORD ADD.
- FOUND 1/2" REBAR WITH YELLOW LS 662 CAP IN CONC. FROM GREEN HILLS OF FORD ADD. NO. 2
- SET 3/4" LD. PIPE WITH YELLOW LS 1053 A TO Z SURVEY CAP
- BLOCKS 8-16 GREEN HILLS OF FORD ADD. PLAT VALUE
- GREEN HILLS OF FORD ADDITION NO. 2 PLAT VALUE
- MEASURED VALUE (TRIMBLE 4700 GPS)
- FENCELINE
- BUILDING
- PROPERTY LINE
- CENTERLINE
- LINE HAS BEEN FORESHORTENED

## SOULE STREET



LOT 1, BLOCK 1, GREEN HILLS OF FORD ADDITION NO. 2

HI STREET

CLOSURE BLOCK						
LINE	BEARING	ROZ.	DIST.	SIN. COS.	E-W SIN.	NORTH SOUTH EAST WEST
I - II	S. 81° 48' 07" E.	339.71	11.42591	0.89978		48.441 336.239
II - III	S. 00° 43' 33" E.	169.50	0.999920	0.012668		169.486 2.147
III - IV	N. 89° 06' 25" W.	335.44	0.015386	0.999879	5.228	
IV - I	N. 89° 06' 25" W.	212.72	0.999901	0.014654	212.689	2.966
PERIMETER =		1057.37	TOTALS		217.927	338.386 338.389
ERROR OF CLOSURE EXCEEDS 1" IN 352,000						

## BLOCK 1 HIGHLAND POINTE TOWNHOMES

III SE COR.  
 BLOCK 16, BLOCKS 8-16  
 GREEN HILLS OF FORD ADD.  
 & NE COR. BLOCK 1,  
 HIGHLAND POINTE  
 TOWNHOMES  
 SET PIPE FROM  
 REFERENCES ON  
 HIGHLAND POINTE  
 TOWNHOMES PLAT

**KEVIN W. NOLL LS # 1053  
 A TO Z LAND SURVEYING  
 23489 SW D ROAD  
 JETMORE, KANSAS 67854  
 PHONE 620-339-6835  
 JOB: 11-07  
 PAGE 1 OF 2**



## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Ray Slattery, P.E.  
City Engineer*

*Date: October 14, 2011*

*Subject: Bids for Phase 11 of the North  
Dodge Collection System  
Improvements*

*Agenda Item: New Business*

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**Recommendation:** Approve proposal from Utility Contractors Inc. for the construction of Phase II of the North Dodge Collection System Improvements, pending approval of KDHE, in the amount of \$813,776.00

**Background:** This project is part of the overall plan for the new Water Reclamation Facility. This project will allow flow from the Casino and Events Center and allowed development along 14<sup>th</sup> Avenue and Iron Road to the new Water Reclamation Facility.

**Justification:** This project is part of the New Water Reclamation Facility that will provide sewer service for the north end of town for future growth.

**Financial Considerations:** The construction of Phase II will cost \$813,776.00 Funding of this project will be provided by the low interest loan the the City has with KDHE.

**Purpose/Mission:** The completion of this project is necessary for the continued growth of Dodge City.

**Legal Considerations:** By approving the bid with Utility Contractors Inc. the City will enter into a contract with Utility Contractors Inc. and be responsible to make payments to Utility Contractors Inc. for the completed work.

**Attachments:** The bid tabulation for Utility Contractors Inc., Nowak Construction Co., Inc., Mies Contraction, Tribal Construction Co., Smoky Hills, LLC., Red Cliff, Midlands Contracting, Inc.

**BID TABULATION SHEET #1**

**ENGINEER'S ESTIMATE**

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Utility Contractors Inc.		Nowak Construction Co., Inc.		Mies Construction, Inc.		Tribal Construction Co.	
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
<b>SANITARY SEWER IMPROVEMENTS</b>													
1	4" Pipe	120	LF	\$28.00	\$3,360.00	\$ 15.00	\$ 1,800.00	\$ 33.50	\$ 4,020.00	\$ 20.00	\$ 2,400.00	\$ 24.00	\$ 2,880.00
2	4" DR 25 (Min) C900 Pipe	6	LF	\$30.00	\$180.00	\$ 50.00	\$ 300.00	\$ 114.25	\$ 685.50	\$ 25.00	\$ 150.00	\$ 690.00	\$ 4,140.00
3	8" Pipe	1,581	LF	\$35.00	\$55,335.00	\$ 20.00	\$ 31,620.00	\$ 27.25	\$ 43,082.25	\$ 30.00	\$ 47,430.00	\$ 24.58	\$ 38,860.96
4	8" DI CL Pipe	7	LF	\$48.00	\$336.00	\$ 50.00	\$ 350.00	\$ 232.00	\$ 1,624.00	\$ 35.00	\$ 245.00	\$ 424.00	\$ 2,968.00
5	10" Pipe	1,138	LF	\$45.00	\$51,210.00	\$ 22.00	\$ 25,036.00	\$ 29.00	\$ 33,002.00	\$ 25.00	\$ 28,450.00	\$ 29.00	\$ 33,002.00
6	18" Pipe	8,496	LF	\$80.00	\$679,680.00	\$ 45.00	\$ 382,320.00	\$ 46.00	\$ 390,816.00	\$ 40.00	\$ 339,840.00	\$ 50.00	\$ 424,800.00
7	8" Stub and Plug	2	EA	\$300.00	\$600.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 400.00	\$ 500.00	\$ 1,000.00	\$ 320.00	\$ 640.00
8	18" x 4" Saddle Tee	2	EA	\$100.00	\$200.00	\$ 300.00	\$ 600.00	\$ 700.00	\$ 1,400.00	\$ 1,000.00	\$ 2,000.00	\$ 500.00	\$ 1,000.00
9	Standard Manhole (4' Dia)	23	EA	\$5,500.00	\$126,500.00	\$ 6,000.00	\$ 138,000.00	\$ 4,500.00	\$ 103,500.00	\$ 8,500.00	\$ 195,500.00	\$ 8,097.00	\$ 186,231.00
10	Standard Manhole (5' Dia)	1	EA	\$8,500.00	\$8,500.00	\$ 11,000.00	\$ 11,000.00	\$ 8,400.00	\$ 8,400.00	\$ 9,500.00	\$ 9,500.00	\$ 10,400.00	\$ 10,400.00
11	Standard Manhole with Bolt Down Cover (4' Dia)	1	EA	\$6,000.00	\$6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 4,700.00	\$ 4,700.00	\$ 9,000.00	\$ 9,000.00	\$ 7,200.00	\$ 7,200.00
12	Outside Drop Manhole (4' Dia)	3	EA	\$10,000.00	\$30,000.00	\$ 7,000.00	\$ 21,000.00	\$ 6,150.00	\$ 18,450.00	\$ 10,500.00	\$ 31,500.00	\$ 2,400.00	\$ 7,200.00
13	Sanitary Sewer Warning Sign	7	EA	\$750.00	\$5,250.00	\$ 100.00	\$ 700.00	\$ 180.00	\$ 1,260.00	\$ 150.00	\$ 1,050.00	\$ 200.00	\$ 1,400.00
14	Reinforced Concrete Encasement	20	LF	\$300.00	\$6,000.00	\$ 80.00	\$ 1,600.00	\$ 116.00	\$ 2,320.00	\$ 50.00	\$ 1,000.00	\$ 100.00	\$ 2,000.00
15	Steel Casing by Boring (Min ID = 12")	85	LF	\$200.00	\$17,000.00	\$ 170.00	\$ 14,450.00	\$ 145.00	\$ 12,325.00	\$ 170.00	\$ 14,450.00	\$ 200.00	\$ 17,000.00
16	Steel Casing by Boring (Min ID = 18")	126	LF	\$350.00	\$44,100.00	\$ 290.00	\$ 36,540.00	\$ 201.00	\$ 25,326.00	\$ 220.00	\$ 27,720.00	\$ 200.00	\$ 25,200.00
17	Steel Casing by Boring (Min ID = 30")	99	LF	\$750.00	\$74,250.00	\$ 500.00	\$ 49,500.00	\$ 301.00	\$ 29,799.00	\$ 350.00	\$ 34,650.00	\$ 340.00	\$ 33,660.00
18	Remove and Replace Concrete Drive	153	LF	\$100.00	\$15,300.00	\$ 120.00	\$ 18,360.00	\$ 106.00	\$ 16,218.00	\$ 75.00	\$ 11,475.00	\$ 68.00	\$ 10,404.00
19	Air Release Assembly	1	EA	\$15,000.00	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,300.00	\$ 12,300.00	\$ 12,000.00	\$ 12,000.00	\$ 14,000.00	\$ 14,000.00
20	Force Main No. 1	1	LS	\$25,000.00	\$25,000.00	\$ 4,000.00	\$ 4,000.00	\$ 9,100.00	\$ 9,100.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00
21	Church Lift Station Abandonment	1	LS	\$30,000.00	\$30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,800.00	\$ 16,800.00	\$ 20,000.00	\$ 20,000.00	\$ 7,500.00	\$ 7,500.00
22	Candletree Lift Station Abandonment	1	LS	\$30,000.00	\$30,000.00	\$ 9,000.00	\$ 9,000.00	\$ 17,000.00	\$ 17,000.00	\$ 15,000.00	\$ 15,000.00	\$ 7,500.00	\$ 7,500.00
23	Legends Lift Station Abandonment	1	LS	\$35,000.00	\$35,000.00	\$ 7,000.00	\$ 7,000.00	\$ 12,000.00	\$ 12,000.00	\$ 15,000.00	\$ 15,000.00	\$ 8,400.00	\$ 8,400.00
24	Erosion Control	1	LS	\$25,000.00	\$25,000.00	\$ 5,000.00	\$ 5,000.00	\$ 7,600.00	\$ 7,600.00	\$ 7,020.00	\$ 7,020.00	\$ 14,000.00	\$ 14,000.00
25	Site Clearing and Restoration	1	LS	\$50,000.00	\$50,000.00	\$ 19,400.00	\$ 19,400.00	\$ 35,150.00	\$ 35,150.00	\$ 20,000.00	\$ 20,000.00	\$ 25,000.00	\$ 25,000.00
<b>TOTAL</b>					<b>\$1,333,801.00</b>		<b>\$813,776.00</b>		<b>\$816,477.75</b>		<b>\$853,880.00</b>		<b>\$892,885.98</b>
<b>Addendum No 1</b>						X		X		X		X	
<b>BID BOND</b>						X		X		X		X	

Professional Engineering  
 Consultants, P.A.  
 303 S. Topeka  
 Wichita, Kansas 67202  
 Phone (316) 262-2691

OWNER: CITY OF DODGE CITY  
 PROJECT: COLLECTION SYSTEM IMPROVEMENTS PHASE 2  
 KDHE LOAN NO.: C20 1792 01  
 PEC PROJECT NO.: 35-08827-003-1009  
 Bid Date/Time: 2:00 PM OCTOBER 14, 2011

BID TABULATION SHEET #2

ENGINEER'S ESTIMATE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	ENGINEER'S ESTIMATE		Smoky Hill, LLC		Red Cliff		Midlands Contracting, Inc.		UNIT PRICE	COST
				UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST		
<b>SANITARY SEWER IMPROVEMENTS</b>													
1	4" Pipe	120	LF	\$28.00	\$3,360.00	\$ 40.00	\$ 4,800.00	\$ 22.00	\$ 2,640.00	\$ 21.00	\$ 2,520.00	\$	-
2	4" DR 25 (Min) C900 Pipe	6	LF	\$30.00	\$180.00	\$ 50.00	\$ 300.00	\$ 26.00	\$ 156.00	\$ 100.00	\$ 600.00	\$	-
3	8" Pipe	1,581	LF	\$35.00	\$55,335.00	\$ 33.00	\$ 52,173.00	\$ 25.00	\$ 39,525.00	\$ 30.00	\$ 47,430.00	\$	-
4	8" DI CL Pipe	7	LF	\$48.00	\$336.00	\$ 480.00	\$ 3,360.00	\$ 150.00	\$ 1,050.00	\$ 150.00	\$ 1,050.00	\$	-
5	10" Pipe	1,138	LF	\$45.00	\$51,210.00	\$ 35.00	\$ 39,830.00	\$ 27.00	\$ 30,726.00	\$ 27.00	\$ 30,726.00	\$	-
6	18" Pipe	8,496	LF	\$80.00	\$679,680.00	\$ 64.00	\$ 543,744.00	\$ 72.00	\$ 611,712.00	\$ 47.00	\$ 399,312.00	\$	-
7	8" Stub and Plug	2	EA	\$300.00	\$600.00	\$ 700.00	\$ 1,400.00	\$ 650.00	\$ 1,300.00	\$ 600.00	\$ 1,200.00	\$	-
8	18" x 4" Saddle Tee	2	EA	\$100.00	\$200.00	\$ 615.00	\$ 1,230.00	\$ 1,000.00	\$ 2,000.00	\$ 325.00	\$ 650.00	\$	-
9	Standard Manhole (4' Dia)	23	EA	\$5,500.00	\$126,500.00	\$ 6,200.00	\$ 142,600.00	\$ 4,850.00	\$ 111,550.00	\$ 5,600.00	\$ 128,800.00	\$	-
10	Standard Manhole (5' Dia)	1	EA	\$8,500.00	\$8,500.00	\$ 9,400.00	\$ 9,400.00	\$ 9,000.00	\$ 9,000.00	\$ 9,900.00	\$ 9,900.00	\$	-
11	Standard Manhole with Bolt Down Cover (4' Dia)	1	EA	\$6,000.00	\$6,000.00	\$ 5,300.00	\$ 5,300.00	\$ 4,850.00	\$ 4,850.00	\$ 4,600.00	\$ 4,600.00	\$	-
12	Outside Drop Manhole (4' Dia)	3	EA	\$10,000.00	\$30,000.00	\$ 6,200.00	\$ 18,600.00	\$ 7,500.00	\$ 22,500.00	\$ 8,200.00	\$ 24,600.00	\$	-
13	Sanitary Sewer Warning Sign	7	EA	\$750.00	\$5,250.00	\$ 140.00	\$ 980.00	\$ 250.00	\$ 1,750.00	\$ 200.00	\$ 1,400.00	\$	-
14	Reinforced Concrete Encasement	20	LF	\$300.00	\$6,000.00	\$ 75.00	\$ 1,500.00	\$ 150.00	\$ 3,000.00	\$ 50.00	\$ 1,000.00	\$	-
15	Steel Casing by Boring (Min ID = 12")	85	LF	\$200.00	\$17,000.00	\$ 165.00	\$ 14,025.00	\$ 350.00	\$ 29,750.00	\$ 290.00	\$ 24,650.00	\$	-
16	Steel Casing by Boring (Min ID = 18")	126	LF	\$350.00	\$44,100.00	\$ 215.00	\$ 27,090.00	\$ 380.00	\$ 47,880.00	\$ 260.00	\$ 32,760.00	\$	-
17	Steel Casing by Boring (Min ID = 30")	99	LF	\$750.00	\$74,250.00	\$ 390.00	\$ 38,610.00	\$ 625.00	\$ 61,875.00	\$ 450.00	\$ 44,550.00	\$	-
18	Remove and Replace Concrete Drive	153	LF	\$100.00	\$15,300.00	\$ 120.00	\$ 18,360.00	\$ 180.00	\$ 27,540.00	\$ 70.00	\$ 10,710.00	\$	-
19	Air Release Assembly	1	EA	\$15,000.00	\$15,000.00	\$ 16,500.00	\$ 16,500.00	\$ 12,000.00	\$ 12,000.00	\$ 17,000.00	\$ 17,000.00	\$	-
20	Force Main No. 1	1	LS	\$25,000.00	\$25,000.00	\$ 7,000.00	\$ 7,000.00	\$ 10,000.00	\$ 10,000.00	\$ 3,000.00	\$ 3,000.00	\$	-
21	Church Lift Station Abandonment	1	LS	\$30,000.00	\$30,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$ 12,000.00	\$	-
22	Candletree Lift Station Abandonment	1	LS	\$30,000.00	\$30,000.00	\$ 12,400.00	\$ 12,400.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$	-
23	Legends Lift Station Abandonment	1	LS	\$35,000.00	\$35,000.00	\$ 16,700.00	\$ 16,700.00	\$ 10,000.00	\$ 10,000.00	\$ 9,000.00	\$ 9,000.00	\$	-
24	Erosion Control	1	LS	\$25,000.00	\$25,000.00	\$ 15,000.00	\$ 15,000.00	\$ 12,000.00	\$ 12,000.00	\$ 6,000.00	\$ 6,000.00	\$	-
25	Site Clearing and Restoration	1	LS	\$50,000.00	\$50,000.00	\$ 26,000.00	\$ 26,000.00	\$ 25,000.00	\$ 25,000.00	\$ 11,000.00	\$ 11,000.00	\$	-
<b>TOTAL</b>					<b>\$1,333,801.00</b>		<b>\$1,031,902.00</b>		<b>\$1,099,804.00</b>		<b>\$835,458.00</b>		<b>\$0.00</b>
<b>Addendum No 1</b>													
<b>BID BOND</b>													
						X		X		X			

## Memorandum

*To: City Manager  
Assistant City Manager  
Mike Klein  
Nanette Pogue*

*From: Corey Keller*

*Date: October 13, 2011*

*Subject: Purchase of new police vehicles*

*Agenda Item: New Business*

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**Recommendation:** On September 6, 2011 three bids were received and opened to purchase (6) new/unused police package vehicles. Based on the bids received staff would recommend purchasing the 6 Chevrolet Tahoe's from Government Surplus Auction because it is low bid. Magouirk Chevrolet is within the budgeted amount for this purchase as well.

**Background:** Late 2009, Ford announced that they would no longer be making the traditional Crown Victoria that is normally used for police cars. This required us as well as many other cities to research the next generation of police cars. In this research staff determined that the Chevy Tahoe would be their best option. This recommendation comes from many factors, the largest factor being the size of the new vehicles. Many of the new vehicles offered do not offer the size of interior room that the Crown Vic has. The interior space of the Crown Vic is already very cramped due to all the equipment needs of the officers. The Chevy Tahoe will offer plenty of interior space and is very comparable if not better in fuel mileage than many of the new cars as well as the Crown Vic.

**Justification:** Many other cities are faced with the same dilemma we have and many have already researched this same purchase. Based on our findings the Chevy Tahoe will have better resale value when the vehicle is traded in. It has also been determined that because of the heavier duty chassis and suspension the vehicle could stay in service longer. The size and the space of the interior will allow the officers to be more comfortable in their work environment. Fuel mileage was also a concern but from our findings the Chevy Tahoe gets just as good of fuel mileage if not better than all the vehicles available for police use. The Chevy Tahoe is not low bid but based on the

research between the Dodge Charger and the Chevy Tahoe. Staff would recommend purchasing the Chevy Tahoe.

**Financial Considerations:** There is \$144,000.00 available in the MERF for this purchase. In addition, there is \$75,396.00 available to purchase new equipment for the police vehicles. This would be a total of \$219,396.00 available in the MERF to purchase the police cars.

If the Tahoe's are purchased from the GSA website the purchase would be \$31,416.22 under budget. The 6 Crown Vic to be traded in would have to be sold via purple wave or eBay and that money would be placed back into the MERF. This amount is undetermined at this time. This also includes the \$26,056.68 needed to purchase new cages for the vehicles.

If the Tahoe's are purchase from Magouirk Chevrolet the purchase will be \$27,933.32 under the budgeted amount. This amount includes the price that Magouirk gave us for the 6 trade-ins. This also includes the \$26,056.68 need to purchase new cages for the vehicles.

**Legal Considerations:** None

**Attachments:** Police Chief Craig Mellecker fuel mileage report, Lieutenant Drew Francis's recommendation

Bids Received:

**Government Surplus Auction**

2012 Chevy Tahoe                    \$27,153.85 x 6 = \$162,923.10

2012 Chevy Caprice                \$26,956.90 x 6 = \$161,741.40

2012 Dodge Charger                \$24,263.23 x 6 = \$145,579.38

Value of trade-in vehicle unknown would have to be sold on purple wave auction or E-Bay.

**Lopp Motors**

2012 Dodge Charger	<u>\$28,915.00</u> x 6 = \$173,490.00
	Less Trade <u>\$12,000.00</u>
	<b>Total Bid      \$161,490.00</b>

Trade-in value of each vehicle:

# 301, 2006 Crown Victoria, Mileage as of 8/18/11	87,998	<u>\$2,000.00</u>
# 309, 2006 Crown Victoria, Mileage as of 8/18/11	111,109	<u>\$2,000.00</u>
# 311, 2004 Crown Victoria. Mileage as of 8/18/11	75,337	<u>\$2,000.00</u>
# 323, 2005 Crown Victoria. Mileage as of 8/18/11	74,153	<u>\$2,000.00</u>
# 327, 2006 Crown Victoria. Mileage as of 8/18/11	111,965	<u>\$2,000.00</u>
# 326, 2006 Crown Victoria, Mileage as of 8/18/11	112,964	<u>\$2,000.00</u>
	<b>Total Value</b>	<b><u>\$12,000.00</u></b>

**Magouirk Chevrolet**

2012 Chevrolet Tahoe	<u>\$29,901.00</u> x 6 = \$179,406.00
	Less Trade <u>\$14,000.00</u>
	<b>Total Bid      \$165,406.00</b>

2012 Chevy Caprice	<u>\$31,863.00</u> x 6 = \$191,178.00
	Less Trade <u>\$14,000.00</u>
	<b>Total Bid      \$177,178.00</b>

Trade-in value of each vehicle:

# 301, 2006 Crown Victoria, Mileage as of 8/18/11	87,998	<u>\$2,500.00</u>
# 309, 2006 Crown Victoria, Mileage as of 8/18/11	111,109	<u>\$2,500.00</u>
# 311, 2004 Crown Victoria. Mileage as of 8/18/11	75,337	<u>\$2,000.00</u>
# 323, 2005 Crown Victoria. Mileage as of 8/18/11	74,153	<u>\$2,000.00</u>
# 327, 2006 Crown Victoria. Mileage as of 8/18/11	111,965	<u>\$2,500.00</u>
# 326, 2006 Crown Victoria, Mileage as of 8/18/11	112,964	<u>\$2,500.00</u>
	<b>Total Value</b>	<b><u>\$14,000.00</u></b>

# Officer's Report

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10/14/2011

Lieutenant Drew Francis  
Badge #138

Patrol Bureau Commander  
Dodge City Police Department

Regarding: Police vehicle comparison

## **Dodge Charger**

### **Pros**

- Lower cost/ lowest local bid
- Highest Gas mileage 16 city & 25 hwy

### **Cons**

- Interior cabin space does not meet specs
- Large officer discomfort and increased susceptibility to injury getting in and out; Some officers will simply not fit.
- Out of specs on 10 areas listed on 2<sup>nd</sup> page of local bid.
- Not as durable Chassis as Tahoe
- Cage reduces spaces further for both driver and Prisoner. In fact larger prisoners will not be able to be seated properly in there seats where the seat belts would be placed appropriately to prevent injuries and work properly.
- 7.1 inch Ground clearance – Too low to the ground considering the dips within the city.
  - Will result in higher repair costs
  - More down time
  - Slower response time during emergencies do to equipment requiring slower speed manipulation of dips
  - Increased possibility of interruption in emergency response (potential for loss of life where a timely response may have prevented it) if the vehicle were disabled due to attempted high speed manipulation of roadway.
  - This will also impact the vehicles ability to be utilized during snow or heavy rain/flooding conditions even more than past police vehicles.

## **Chevy Caprice**

### **Pros**

- None over Tahoe (except cheaper if purchased through GSA but only by \$196.95 each)
- Slight increase in interior cabin space over Charger
- Gets 3 mpg on the HWY more than Tahoe (city miles are the same= 15 mpg)

### **Cons**

- Lowest ground clearance (5.5 inches) (consider all above consequences; but even more likely than the Charger to suffer those)
- Gets 1 mpg less in city and on the HWY than Charger ( Gas mileage 15 city & 24 hwy
- Can't key the same
- Interior cabin space tight vs Tahoe
- More expensive than Charger regardless of merchant
- More expensive than Tahoe if purchased local

# Officer's Report

---

10/14/2011

Lieutenant Drew Francis  
Badge #138

Patrol Bureau Commander  
Dodge City Police Department

- Lower ground clearance than Tahoe
- Less cargo space than Tahoe.
- Not as durable chassis as Tahoe
- Large officer discomfort and increased susceptibility to injury getting in and out; Some will simply not fit

## **Chevy Tahoe**

### **Pros**

- Less expensive than the Caprice if purchased locally. (\$546 less each)
- Gain in resale value of \$1,000.00 because it is a Tahoe and another \$1,000.00 because it is all black.
- 10.5 inches in front and 9.5 inches in rear - Ground clearance (dips, snow, rain/flooding roads, light off road ability without getting stuck, doing damage or starting fires from hot exhaust resulting in the squad burning up by the time you get back to it with your prisoner.)
- Driver ride height; less operator strain/ injuries.
- As we add more equipment in the cab of a car we are running out of space to mount and secure things safely and out of the line of vision. The Tahoe has more interior cabin space to accommodate the growing equipment.
- Transport equipment/ Storage space.
- Heavier duty Chassis; better able to handle the abuse of police use.
- Visibility of marked unit to community; larger unit stands out from the side view and with lights on from a higher platform.
- Less recognizable from the review mirror as it is still a non-standard police vehicle; resulting in increased ability to monitor and apprehend traffic offenders.
- Raised observation position of driving Officer allows advantaged views into motoring public; increasing officer safety, evidence discovery and interdiction efforts.
- Easier loading of prisoners; increasing officer safety, lowering risk of injuries to prisoners getting in and out.
- Sufficient interior cabin space for prisoner to seated properly in the rear seat and securely fastened into their seat.
- Sufficient interior space for large officers to comfortably and safely get in and out, ride and drive with a full cage in place securing them from prisoners.
- Inspected by city shop and approved;
  - More room to for mechanics to perform regular maintenance.
  - Less expensive in labor.
  - Less down time.

### **Cons**

- More expensive than the Charger
- More expensive than Caprice if purchased GSA but only by \$196.95 each

# Officer's Report

---

10/14/2011

Lieutenant Drew Francis  
Badge #138

Patrol Bureau Commander  
Dodge City Police Department

- MPG is 1 mile less than Charger and the same as the Caprice for city MPG; 3 less than Caprice and 4 less than Charger for HWY MPG

## Questions

- 1) Why does the Charger work for the KHP and SO?

Answer:

They do not run cages in their fleet. When a disorderly subject is arrested by them they generally call for a city unit with cage to transport for them. If we stopped then all of us would be at risk of injury while transporting violent offenders.

They also don't spend near the amount of time manipulating our streets as we do. The Charger handles the HWY and even dry dirt roads very well. Not so much the dips of the city nor snow and flooded streets.

- 2) Why not get a few Tahoes and a few Chargers; why do they all have to be Tahoes?

Answer:

Fleet maintenance is much more efficient when all the vehicles are the same and the equipment is interchangeable. Resulting in the ability to get more use out of expensive outfitted components. If a vehicle is taken out of service the expensive equipment purchased to outfit it can be used on another one vs buying new.

- 3) What is the ground clearance for the Ford Crown Victorias that we have driven for years?

Answer:

Ground Clearance 5.6 inches

Now considering the fact that the best prediction of the future is an analysis of the past.

According to our city shop maintenance records:

- We have had to replace 2 engines due to water damage. Cost \$3700 and \$4100. (\$7800.)
- We totaled one car (308) due to water damage. Not sure on the cost of this, we used it as a trade in and were paid \$500. (\$22000.)
- We have replaced many parts from damage caused by dips in streets including:
  - Four radiators at approx \$470 each (\$1880)
  - Three oil/ coolant heat exchanger at \$275 each (\$825)
  - We have had numerous wheel alignments at about \$85 each plus parts (\$850)
  - Seven broken stabilizer bars at an average cost of \$340 each (\$2380)
  - Five control arm assemblies at about \$270 each. (\$1350.)

Grand estimated total = \$37,085.00

## Officer's Report

---

10/14/2011

Lieutenant Drew Francis  
Badge #138

Patrol Bureau Commander  
Dodge City Police Department

We should learn from the totals and the past and account for it in current decisions that will impact not only this budget year, but many to follow.

## **Gas Mileage Information / Rollover Research**

### Ford Crown Victoria Police Package

9.75	mpg	Plano Texas PD
10.95	mpg	Lubbock Texas PD
12	mpg	Unknown University PD
14	mpg	Fairway, Ks. PD
9.9	mpg	Fairway, Ks. PD
10 to 15	mpg	Unknown municipal department
12 to 16	mpg	Wathena, Ks. PD
11.5 to 13	mpg	Burlington, Ks. PD

Average for the Crown Victoria 11.83 mpg

### Chevy Tahoe Police Package

9.35	mpg	Plano Texas PD
10.29	mpg	Lubbock Texas PD
13	mpg	Pratt County Sheriff Department
11.5	mpg	Unknown University PD
14 to 16	mpg	Wathena, Ks. PD

Average for the Chevy Tahoe 11.83 mpg

### Dodge Charger Police Package

13	mpg	Unknown University PD
12	mpg	Kechi, Ks. PD
7.8	mpg	Fairway, Ks. PD
9.1	mpg	Fairway, Ks. PD
12	mpg	Fairway, Ks. PD

Average for the Dodge Charger 10.78 mpg

I'm of the opinion that the gas mileage is directly related to individual operator driving style.

## Police Package Tahoe rollover research

### Plano Texas Police Dept.

They have been using Tahoe's since 2007.

Rollover accidents: 0

Number of Tahoe's on the street: 100

Number of sworn officers: 341

### Kansas Highway Patrol

They have been using Tahoe's since 2008

Rollover accidents: 0

Number of Tahoe's on the street: 40 (they have another 40 on order)

### Lubbock Texas Police Dept.

They have been using the Tahoe's since 2006

Rollover accidents: 0

Number of Tahoe's on the street: 63 (With 51 on order for 2012)

Number of sworn officers: 380

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Cherise Tieben*  
*Date: 10-14-11*  
*Subject: KS. Builders Development*  
*Agenda Item: New Business*

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**Recommendation:** Staff requests approval of the Project Cost Reimbursement Agreement with Kansas Builders, LLC and approval of the Consulting Services Agreement with SMH Consultants in the amount of \$30,325.00 for the design of infrastructure for the Ave. K & Comanche development.

**Background:** Staff has been working with many builders to spur housing creation. In order to simplify the process, the contract for engineering the infrastructure has been with the City of Dodge City. As we have limited experience with this developer and they are not local, we felt it necessary to have some reassurances regarding the engineering expenses if the development fell through. Therefore, along with approving the engineering fee, we are seeking authorization to sign the agreement with Kansas Builders, LLC who will cover the costs incurred if the development does not occur.

**Justification:** This process will allow us to continue to expedite development through assistance to builders in an effort to meet our community housing needs, while simultaneously limiting unnecessary risk to tax payers funds.

**Financial Considerations:** Funds are available from various budgetary accounts and will be reimbursed through the collection of the applicable incentive following completion of the project.

**Purpose/Mission:** Together, we serve to make Dodge City the best place to be.

**Legal Considerations:** None

**Attachments:** Project Cost Reimbursement Agreement and Consulting Services Agreement

## Project Cost Reimbursement Agreement

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_, 2011 by and between the City of Dodge City, Kansas hereinafter referred to as the **City** and Kansas Builders, LLC and the individual members thereof hereinafter referred to as the **Developer**;

**WHEREAS**, the **Developer** intends to construct a housing project in Dodge City pursuant to the **City**'s Neighborhood Revitalization (NRP) or the Rural Housing Incentive District (RHID) programs (the "Incentive Program") which housing project is more specifically described in *Exhibit A*, attached hereto and made a part hereof by this reference, (the "Project"), and

**WHEREAS**, time is of the essence as it relates to the incurring of and advancing payment for certain expenses to facilitate the commencement of construction of the Project, said expenses being described in *Exhibit B* attached hereto and made a part hereof by this reference (the "Project Costs"), and

**WHEREAS**, the City is willing to advance on behalf of the Developer the identified Project Costs as set out in Exhibit B in order to expedite the commencement of the Project, and

**WHEREAS**, the City would not advance and/or incur in any manner these Project Costs but for the promise of the Developer to reimburse the City for such advanced payment(s), and

**WHEREAS**, Developer understands, acknowledges and agrees that Project Costs being advanced by the City will inure to the benefit of the Developer and are ultimately the responsibility of the Developer;

**NOW THEREFORE**, in consideration of the premises and promises contained herein, and good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

1. City will advance certain Project Costs which in the City's sole discretion, the City deems necessary, including those described in Exhibit A, and such other costs as may be later agreed to in writing by City and Developer, for certain engineering, legal and associated services related to the initiation of the Project.
2. Should for any reason, Developer fail to proceed with the Project in a timely manner or abandon, or fail to proceed with a RHID Development Agreement for the Project or a Special Assessment District Agreement providing financing for the Project in accordance with the Project description as set out

in Exhibit A, all as determined solely and only by the City, the City may in its sole discretion declare that the Developer is in default under this agreement and upon such declaration of such default all Project Costs advanced, or to be advanced by the City under this agreement shall immediately become due and owing from the Developer to the City, and shall be paid by the Developer to the City within ten (10) calendar days of the mailing by the City of an invoice for such payment(s) to the Developer at the official address as listed below.

- 3. Any payments due from Developer to City as provided in paragraph 3 above shall accrue interest at the prime rate from date of the City's advanced payment of such Project Cost to date of receipt by the City of the Developer's reimbursement payment.
- 4. In order to encourage the City to enter into this agreement with said Developer, the said members hereby agree to either,
  - a. personally guarantee any and all financial obligations incumbent upon said corporation by virtue of this agreement and shall personally pay any such obligations incurred by said corporation, which the corporation fails or refuses to pay in a timely manner, or
  - b. provide a development or subdivision bond which is due and payable to the City for the amount of expenses incurred by the City for such Project Costs.

**IN WITNESS WHEREOF**, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

**CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Rick Sowers, Mayor

Dated: \_\_\_\_\_

Attest:

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

**KANSAS BUILDERS, L.L.C.**

By: \_\_\_\_\_  
DAN WALDBERG  
KANSAS BUILDERS, LLC MEMBER

Dated: \_\_\_\_\_

10-14-11

By: \_\_\_\_\_  
BARNEY ASHNER  
KANSAS BUILDERS, LLC MEMBER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
TODD DUDLEY  
KANSAS BUILDERS, LLC MEMBER

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
RICK TRUMBULL  
KANSAS BUILDERS, LLC MEMBER

Dated: \_\_\_\_\_

OFFICIAL ADDRESS:  
KANSAS BUILDERS, LLC  
13830 SANTA FE TRAIL DRIVE  
LENEXA, KANSAS 66215

10-14-11

## **EXHIBIT A HOUSING PROJECT DESCRIPTION**

Kansas Builders, LLC proposes to build in Dodge City, KS an apartment complex consisting of eleven (11) apartment buildings with eleven (11) individual living units per building.

Kansas Builders, LLC has purchased property which is adequate for the size of such development and properly zoned for the same at a location defined as:

Lot One (1), Block Two (2), correction Map of Final Replat  
of Haggard Addition, Dodge City, Ford County, Kansas.  
Deed to control.

10-14-11

## **Exhibit B Project Costs**

Attach here - signed Consulting Services Agreement between the City of Dodge City and SMH Consultants for same project, dated September 28, 2011.

## CONSULTING SERVICES AGREEMENT

Client: City of Dodge City Address: 806 Second Avenue Dodge City, KS 67801	Project: Avenue K & Comanche Development Project Location: Dodge City, KS
Telephone: 620-225-8106 Contact: Ray Slattery Client Job No.:	SMH Project Manager: Jeff Hancock SMH Job No.: 110830DE

This AGREEMENT is made by and between **City of Dodge City**, hereinafter "CLIENT", and SMH Consultants, PA, INC. hereinafter called "CONSULTANT", for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows:

*Final Platting, and Construction Documents for Sanitary Sewer, Water, Mass Grading, and Street Construction related to the development in the southeast quadrant of Avenue K and Comanche Street in Dodge City, KS.*

The following Attachments here hereby made a part of the AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services and Fee Estimate for Work Authorizations
- Attachment B: Personnel and Reimbursable Rates
- Attachment C:
- Other:

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT.

- FEE ESTIMATE SHOWN ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
- THE LUMP SUM TOTAL COST OF CONSULTANT'S SERVICES IS \$30,325.00

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT

By: \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

CONSULTANT

By:  \_\_\_\_\_  
AUTHORIZED REPRESENTATIVE

TITLE: \_\_\_\_\_

TITLE: Vice-President

DATE: \_\_\_\_\_

DATE: September 28, 2011

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, P.A.



## **GENERAL CONDITIONS**

### **SECTION I – Services by Consultant**

#### **1.1 General**

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories and special equipment.

#### **1.2 Scope of Services and Fees**

The Services to be performed by CONSULTANT and the associated fee estimate are attached hereto and made a part of this AGREEMENT as ATTACHMENT A and shall be performed by the CONSULTANT in accordance with the CLIENT's requirement. It is mutually understood that the fee estimate shown in ATTACHMENT A is not a firm contractual amount except the total fee by the CONSULTANT shall not exceed the estimate unless authorized by the CLIENT. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the Services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Work.

### **SECTION II – Payment to Consultant**

#### **2.1 Payment for Personnel Services**

##### **2.1.1 Payment**

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

##### **2.1.2 Chargeable Time**

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site and return to CONSULTANT's office is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

##### **2.1.3 Overtime Rates**

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

#### **2.2 Payment for Direct Expenses**

##### **2.2.1 Payment**

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

##### **2.2.2 Direct Expenses**

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Test and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable the CONSULTANT to provide the services requested; Vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT's field personnel; Per Diem expense of actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment

away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

### **2.3 Payment Conditions**

**2.3.1** CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

**2.3.2** Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payment will first be credited to interest and then to principal.

**2.3.3** In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

**2.3.4** If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice. CONSULTANT may after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension or services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as result of CLIENT's failure to make payments in accordance with this AGREEMENT.

**2.3.5** The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

## **SECTION III – Term of Agreement**

### **3.1 Term**

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

### **3.2 Abandonment of Work**

CLIENT shall have the absolute right to abandon any work, requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

### **3.3 Termination of AGREEMENT**

This AGREEMENT may be terminated for convenience on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

### **3.4 Payment for Work Upon Abandonment or AGREEMENT Termination**

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

## **SECTION IV – General Considerations**

### **4.1 Assignment and Responsibility for Personnel**

**4.1.1** The assignment of personnel and all phases of the undertaking of the services, which CONSULTANT shall provide hereunder, shall be subject to the oversight and general guidance of CLIENT.

**4.1.2** While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

**4.1.3** However, it is understood and agreed that in the performance of the work and obligations hereunder. CONSULTANT shall be and remain an independent Consultant and that the employees, agents or

subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

#### **4.2 Insurance**

**4.2.1** CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days advance notice of cancellation or change in the insurance coverage shown on such certificates.

#### **4.3 Successors and Assigns**

**4.3.1** CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

**4.3.2** Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

**4.3.3** Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

#### **4.4 Compliance with Law**

**4.4.1** CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

**4.4.2** Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

#### **4.5 Ownership and Reuse of Documents**

**4.5.1** All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

**4.5.2** All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project or on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any

such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

#### **4.6 Severability**

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

#### **4.7 Location of Underground Utilities**

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

#### **4.8 Subsurface Investigations**

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

#### **4.9 CONSULTANT's Personnel at Project Site**

**4.9.1** The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including , but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

**4.9.2** The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

#### **4.10 Opinions of Cost, Financial Considerations and Schedules**

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by other, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

#### **4.11 Disposition of Samples and Equipment**

##### **4.11.1** Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

##### **4.11.2** Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain, substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

##### **4.11.3** Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools), which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

#### **4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks**

**4.12.1** If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

**4.12.2** In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

**4.12.3** CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

### **SECTION V – Professional Responsibility**

#### **5.1 Performance of Services**

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other presentation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

### **5.2 No Special or Consequential Damages**

CLIENT and CONSULTANT agree that to the fullest extent permitted by law, CONSULTANT will not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

### **5.3 Indemnification**

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold CONSULTANT, its agents, subconsultants and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

### **5.4 Third Party Beneficiaries**

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

## **SECTION VI – Governing Law**

This AGREEMENT is to be governed by the laws of the State of Kansas.

***Avenue K and Comanche Street Development  
Residential Subdivision  
Scope***

**SMH Consultants (SMH) will perform the following tasks for the City of Dodge City:**

**Phase I (Topographic Survey)**

1. A complete boundary, topographic, and site survey for the entire site that is to be platted and built on.
2. Conversion of the survey into a working drawing that can be used for final platting and design
3. Cursory Drainage Impact Analysis to determine the overall plan for addressing drainage.

**Phase II (Final Plat)**

1. Preparation of a final plat document.
2. Coordination with all private utility companies to ensure proper easements are in place for utility services to each of the lots within the subdivision.
3. Twenty copies of the plat to be provided to the City of Dodge City as required.
4. Modifications to final plat based on input from Dan Waldberg and the City of Dodge City.
5. Setting of all property pins as required by the laws of the State of Kansas.
6. Submittal of three Mylar copies of final plat.

**Phase III (Construction Documents)**

1. Project construction title sheet.
2. Sanitary sewer plan and profile for the extension of sanitary sewer from the existing City sanitary sewer on Avenue K, through the proposed development, and on to the west to serve existing businesses. 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.

3. Sanitary sewer standard details as provided by the City of Dodge City.
4. Water main plan and profile for the extension of water service to and within the proposed development. The water main plan and profile shall conform to City of Dodge City standards.
5. Water main standard details as provided by the City of Dodge City.
6. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
7. Preliminary roadway plans and profiles for all primary roadways within the final platted subdivision. Roadway plans will also include intersection details depicting the elevations at key locations within intersections.
8. Paving details as required by the pavement design.
9. Preliminary roadway cross sections for all primary roadways within the proposed development. Roadway cross sections will depict proposed and existing ground, water and sanitary sewer crossings, and crown elevations.
10. Stormwater runoff calculations to determine the required stormwater needs of the subdivision.
11. Mass grading plan for the site along with required tops of foundations elevations at each of the building locations.
12. Stormwater erosion and sediment control plan including NPDES Permitting as required by the State of Kansas Department of Health and Environment.
13. Contact with the United States Army Corps of Engineers to request a jurisdictional determination in regards to regulatory requirements or mitigation necessary prior to construction. The current assumption is that the site is non jurisdictional and that additional permitting will not be required.
14. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.

15. Submittal of construction documents (up to 3 full size sets and electronically) for review by the City of Dodge City and modification of the construction documents based on comments from the City of Dodge City.

#### **Phase IV (Bid/Construction Services)**

1. Preparation of Bid Documents and submittal to the City of Dodge City of up to two full size sets of plans and bid documents sealed and signed by the engineer. Submittal will also include electronic copies of the same.
2. Bid package distribution by SMH to interested bidders for a non-refundable fee including issuance of addendums as required.
3. Preparation of an engineer's estimate.
4. Bid review and tabulation by SMH along with a letter of recommendation concerning the lowest responsible bidder.

#### **Additional Services**

Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided at 2011 hourly rates included herein.

#### **Schedule**

The scope of services presented is intended to allow for the construction of public infrastructure to begin late during the 2011/2012 winter.

# Fee Estimate

City of Dodge City  
Comanche Street and Avenue K Development  
Attachment A

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

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

DE = Design Engineer  
CE = Construction Engineer  
CL = Clerical



	SC	CT	MPLS	RLS	MPE	PE	DE	CE	CL	Rate =	SC	CT	MPLS	RLS	MPE	PE	DE	CE	CL	Expenses	Totals Hours	Total Fee									
	Estimated Hours										Estimated Fee																				
<b>Phase I - Topographic Survey</b>																															
1. Boundary, Topo, and Site Survey	34										\$3,740.00										34	\$3,740.00									
2. Base Map Preparation		12									\$720.00										12	\$720.00									
3. Cursory Drainage Impact Analysis					1		6								\$130.00		\$420.00				7	\$550.00									
																					<b>Phase I Total =</b>		<b>\$5,010.00</b>								
<b>Phase II - Final Plat</b>																															
1. Final Plat Development		4		1							\$240.00			\$100.00							5	\$340.00									
2. Coordination with Utility Providers							1										\$70.00				1	\$70.00									
3. Final Plat Submittal (20 Copies)					0.5										\$65.00					\$60.00	0.5	\$125.00									
4. Modification to Plat Based on Comment		1									\$60.00										1	\$60.00									
5. Setting of all Required Property Monumentation	6			1							\$660.00			\$100.00							7	\$760.00									
6. Submittal of 3 Mylar Copies of Plat		1									\$60.00									\$60.00	1	\$120.00									
																					<b>Phase II Total =</b>		<b>\$1,475.00</b>								
<b>Phase III - Construction Documents</b>																															
1. Title Sheet		2				0.5					\$120.00					\$60.00					2.5	\$180.00									
2. Sanitary Sewer Plan and Profile		3			0.5	6	25				\$180.00				\$65.00	\$720.00	\$1,750.00				34.5	\$2,715.00									
3. Sanitary Sewer Standard Details		4				1					\$240.00					\$120.00					5	\$360.00									
4. Water Main Plan and Profile		3			0.5	6	25				\$180.00				\$65.00	\$720.00	\$1,750.00				34.5	\$2,715.00									
5. Water Main Standard Details		4				1					\$240.00					\$120.00					5	\$360.00									
6. Utility Coordination							2										\$140.00				2	\$140.00									
7. Roadway Plan and Profile		30			0.5	10	36				\$1,800.00				\$65.00	\$1,200.00	\$2,520.00				76.5	\$5,585.00									
8. Paving Details		6			0.5	2					\$360.00				\$65.00	\$240.00					8.5	\$665.00									
9. Preliminary Roadway Cross Sections		32			0.5	6					\$1,920.00				\$65.00	\$720.00					38.5	\$2,705.00									
10. Stormwater Runoff Calculations		2			2	2	12								\$260.00	\$240.00	\$840.00				16	\$1,340.00									
11. Mass Grading Plan					1	4	40								\$130.00	\$480.00	\$2,800.00				45	\$3,410.00									
12. Stormwater Erosion and Sediment Control					0.5	1	4								\$65.00	\$120.00	\$280.00		\$60.00		5.5	\$525.00									
13. Jurisdictional Coordination							1										\$70.00				1	\$70.00									
14. Sanitary Sewer Permitting						4										\$480.00					4	\$480.00									
15. Review Submittal and Plan Mods based on Review		16				2	4				\$960.00					\$240.00	\$280.00				22	\$1,480.00									
																					<b>Phase III Total =</b>		<b>\$22,730.00</b>								
<b>Phase IV Bid Services</b>																															
1. Bid Document Preparation and Submittal						2										\$240.00				\$150.00	2	\$390.00									
2. Bid Package Distribution						2										\$240.00					2	\$240.00									
3. Engineer's Estimate						2										\$240.00					2	\$240.00									
4. Bid Review/Letter of Recommendation						2										\$240.00					2	\$240.00									
																					<b>Phase IV Total =</b>		<b>\$1,110.00</b>								
<b>Totals =</b>											40.00	118.00	0.00	2.00	7.50	53.50	156.00	0.00	0.00	0.00	4,400.00	7,080.00	0.00	200.00	975.00	6,420.00	10,920.00	0.00	0.00	330.00	377.0

**Fee Estimate = \$30,325.00**

## 2011 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<b>Survey Crew</b>	\$115.00/hour	\$150.00/hour
<b>CADD Technician</b>	\$60.00/hour	\$78.00/hour
<b>Managing Principal Land Surveyor</b>	110.00/hour	\$143.00/hour
<b>Registered Land Surveyor</b>	\$90.00/hour	\$117.00/hour
<b>Managing Principal Engineer</b>	\$130.00/hour	\$169.00/hour
<b>Principal Engineer</b>	\$120.00/hour	\$156.00/hour
<b>Design Engineer</b>	\$70.00/hour	\$91.00/hour
<b>Construction Engineering/Inspection</b>	\$65.00/hour	\$84.50/hour
<b>Clerical</b>	\$40.00/hour	\$52.00/hour
<b>Mileage</b>	\$0.505/mile	