

# **COMMISSION AGENDA**

**June 4, 2007 7:00 p.m.**

**Commission Chambers**

**MEETING NO. 4678**

## ***CALL TO ORDER***

## ***ROLL CALL***

***INVOCATION***-Pastor Jerry Clarkson, Dodge City Family of Friends

## ***PLEDGE OF ALLEGIANCE***

## ***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).

City of Character-June Character Trait is RESPECT

## ***CONSENT CALENDAR***

1. Approval of minutes of meeting from May 21, 2007
2. Approval of payment of bills
3. Approval Cereal Malt Beverage License
  - a. High Plains Pizza, Inc., Pizza Hut #103, 1513 W. Wyatt Earp, Dodge City
  - b. High Plains Pizza, Inc., Pizza Hut #104, 110 Frontview, Dodge City
  - c. Love's Travel Stops & Country Stores, Inc., 400 E. Wyatt Earp, Dodge City

## ***ORDINANCES & RESOLUTIONS***

## ***UNFINISHED BUSINESS***

1. Approval 2007 Street Program. Reported by Ray Slattery, Public Engineer.

## ***NEW BUSINESS***

1. Presentation of 14<sup>th</sup> Street Redesign. Randall Gorton, BHC Rhodes.
2. Approval of Bids for Pruning & Maintenance of Street Trees (Storm Damage Trees). Reported by Paul Lewis, Director of Parks and Recreation

***NEW BUSINESS CONTINUED:***

3. Approval of Hoover Flooring Bids. Reported by Paul Lewis, Director of Parks and Recreation.
4. Approval of Proposal from Layne-Western to Test Water Wells for Capacity. Reported by Joe Finley, Director of Public Works.
5. Approval of Bids for Mowers. Reported by Mike Klein, Director of Administration/Airport Director
6. Approval of Bids for Slurry Seal. Reported by Mike Klein, Director of Administration/Airport Director.
7. Approval of In Car Police Department Video System. Reported by Mike Klein, Director of Administration/Airport Director.

***OTHER BUSINESS***

City Manager

Commissioners

***ADJOURNMENT***

## COMMISSION AGENDA

### City Commission Meeting

Commission Chambers

May 21, 2007

7:00 p.m.

MEETING NO. 4677

Mayor Kent Smoll called the meeting to order at 7:00 p.m.

Mayor Kent Smoll, Commissioner Jim Lembright, and Commissioner Rick Sowers were present and accounted for. Absent were Commissioner Jim Sherer and Commissioner Terry Lee.

Reverend Gib Botten from Christ the King Lutheran Church read the Invocation.

#### PLEDGE OF ALLEGIANCE

Joe Finley, Director of Public Works informed the Commissioners that National Public Works Week is May 20—May 26, 2007.

Commissioner Lembright moved to open Public Hearing, seconded by Commissioner Sowers, by unanimous vote. No comments. Commissioner Lembright moved to close Public Hearing, seconded by Commissioner Sowers, by unanimous vote.

VISITORS: Ryan Carpenter, Assistant to the City Manager, stated that there will be a benefit concert for Greensburg on Monday, May 28<sup>th</sup>, at Dodge City Raceway Park at 6:30 p.m. Riders In The Sky are the performers.

Consent Calendar was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, unanimous vote.

Minutes of regular meeting on May 7, 2007

Payment of bills

Cereal Malt Beverage License for Tianguis Grocery Store, 512 South Second Ave, Dodge City

#### ORDINANCES & RESOLUTIONS

**Ordinance NO 3431**—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

**Ordinance NO 3432**—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

**Ordinance NO 3433**—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

**Resolution NO. 2007-08--** A Resolution Authorizing the Issuance of Certain Health Care Facilities Refunding and Improvement Revenue Bonds in the Principal Amount Not to Exceed \$28,000,000 Pursuant to an Interlocal Cooperation Agreement by and Between the City of Wichita, Kansas, as Issuer, and the City of Dodge City, Kansas, as Participant was adopted on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

## UNFINISHED BUSINESS

Mayor Smoll asked the City Manager, Jeff Pederson to update the public on the Smoking Ban. City Manager and the City's Attorney, Ken Strobel reported.

## NEW BUSINESS

OMI Contract was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for purchase of three (3) Utility Vehicles from Kan Equip, Dodge City, for \$23,478.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of a Skid Steer from White Star Machinery, Garden City, in the amount of \$40,454.13 for the Bobcat A300, Bucket, and Blade and the bid from B & S Trailer Sales, Dodge City, for the Neal Trailer in the amount of \$3,750.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of a Forklift from Kansas Fork Lift, Wichita, in the amount of \$21,995.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of a Backhoe from Murphy Tractor, Dodge City, in the amount of \$69,952.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of a Utility Tractor from Unruh Foster, Inc., Dodge City, in the amount of \$40,050.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of ¾ Ton 4x4 Pickup, with Snow Prep Package from Frontier Ford, Dodge City in the amount of \$20,624.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of One Ton Truck with Utility Box and Tommy Gate Lift from Frontier Ford, Dodge City, in the amount of \$41,377.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of Crack Sealer Melter from Paving Maintenance Supply, Wichita, in the amount of \$33,498.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Approve bid and alternate bid from Arbor Masters for ice storm debris grinding and reduction in the amount of \$48,450.00. FEMA will reimburse 75% and State will reimburse 10%, was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for installation of suspended ceiling tile at Hoover Pavilion by LR Lee Contracting in the amount of \$18,925.00 was approved by a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

The 2007 Street Program was tabled by a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Curfew Ordinance submitted by the Coalition for the Youth of Dodge City was discussed and the suggestion of a Task Force was decided.

#### OTHER BUSINESS

Motion to Adjourn to Executive Session to discuss Attorney/Client matters at 8:27 p.m. for 60 minutes was approved by a motion by Commissioner Sowers, seconded by Commissioner Lembright. The City Manager, City Attorney, Ryan Carpenter, Dennis Veatch, and Joe Finley were asked to be in attendance at the Executive Session. The meeting reconvened at 9:27 p.m. Motion for adjournment was made by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0/

#### ADJOURNMENT

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June 2007

TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the High Plains Pizza, Inc.

corporation whose principal place of business is 7 West Parkway Blvd.

and under authority of the resolution of the Board of Directors of said corporation. I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages on behalf of said corporation; for the purpose of securing such license, I make the following statements under oath:

1. The proposed licensee is High Plains Pizza, Inc.

corporation with principal place of business at 7 West Parkway Blvd. Liberal, KS

The resident agent is

with offices at

Said corporation was incorporated on 9-01-66. A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (X), No ( ).

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of corporate stock, and managers of said corporation together with their position and address, age, date of birth, place of birth, method of acquiring United States citizenship—if acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas.

See Attached

3. The premises for which the license is desired are located at 1513 W. Wyatt Eard Dodge City, KS 67801

(a) The legal description of the premises is East 150 of 5/2 of SE 1/4 Section 27

(b) The street number is 1513 W. Wyatt Eard

(c) The building is described as Brick, Frame

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:

High Plains Pizza, Inc. dba: Pizza Hut #103

4. The name and address of the owner or owners of the premises upon which the place of business is located is

High Plains Pizza, Inc. PO Box 2438 Liberal, KS 67205

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true:

- (a) None of them has within the last two years from this date been convicted of (1) A felony (2) A crime involving moral turpitude (3) Drunkenness (4) Driving a motor vehicle while under the influence of intoxicating liquor (5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owning in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:

Name Greg Chaffin

Address

Residence 2005 Hart Ave. Dodge City

Length of residence within this city or county in which the application is being made 11 years

Method of obtaining U.S. citizenship together with date of naturalization if such is the method Birth

Date and place of birth 11-7-75 Liberal, KS

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter.

7. This application is for a license to retail cereal malt beverages for consumption on the premises. (X) For a license to retail cereal malt beverages in original and unopened containers and not be consumption on the premises. ( )

A license fee of \$ 225.00 is enclosed herewith.

I, Amy Hinkle, VP Finance  
(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

High Plains Pizza, Inc.  
(Corporation)

Attest:

By Amy Hinkle  
(Signature and position of individual making application on behalf of corporation)  
AMY HINKLE VP FIN.

Elizabeth Mobley  
(Secretary of Corporation)  
Elizabeth Mobley

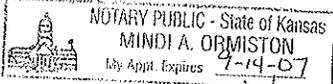
STATE OF KANSAS, COUNTY OF Seward, ss.

I, Amy Hinkle  
(Signature and official position)  
AMY HINKLE VP FIN. High Plains Pizza, Inc.  
(Name of corporation) do solemnly

swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Amy Hinkle  
(Signature and official position)  
AMY HINKLE VP FIN.

SUBSCRIBED AND SWORN TO before me this 24 day of May A.D. 2007



Mindi A. Ormiston  
(Character of official administering oath)

My commission expires on the 14 day of September A.D. 2007

APPLICATION APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

By \_\_\_\_\_  
(Official position)

of \_\_\_\_\_, Kansas.  
(City or county)

Recorded in Volume \_\_\_\_\_, at page \_\_\_\_\_

I, Amy Hinkle VP Finance  
(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

High Plains Pizza, Inc.  
(Corporation)

Attest:

By Amy Hinkle  
(Signature and position of individual making application on behalf of corporation)  
Amy Hinkle VP Fin.

Elizabeth Mabley  
(Secretary of Corporation)  
Elizabeth Mabley

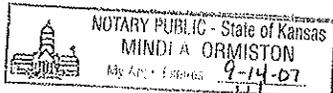
STATE OF KANSAS, COUNTY OF Seward, ss.

I, Amy Hinkle  
Amy Hinkle VP Fin.  
(Signature and official position), of the  
High Plains Pizza, Inc.  
(Name of corporation) do solemnly

swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Amy Hinkle  
Amy Hinkle VP Fin.  
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 24 day of May A.D. 2007



[Signature]  
(Character of official administering oath)

My commission expires on the 14 day of September A.D. 2007

APPLICATION APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

By \_\_\_\_\_  
(Official position)

of \_\_\_\_\_, Kansas.  
(City or county)

Recorded in Volume \_\_\_\_\_, at page \_\_\_\_\_

480728482

(This form prepared by the Attorney General's office)

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June 2007

TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the High Plains Pizza, Inc. corporation whose principal place of business is 7 West Parkway Blvd.

and under authority of the resolution of the Board of Directors of said corporation. I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages on behalf of said corporation; for the purpose of securing such license, I make the following statements under oath:

1. The proposed licensee is High Plains Pizza, Inc. corporation with principal place of business at PO Box 2438 Liberal, KS 67905

The resident agent is

with offices at

Said corporation was incorporated on 9-01-66 A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (X), No ( )

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of corporate stock, and managers of said corporation together with their position and address, age, date of birth, place of birth, method of acquiring United States citizenship—if acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas.

See Attached

4. The name and address of the owner or owners of the premises upon which the place of business is located is

High Plains Pizza, Inc. PO Box 2438 Liberal, KS 67905

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true:

- (a) None of them has within the last two years from this date been convicted of (1) A felony (2) A crime involving moral turpitude (3) Drunkenness (4) Driving a motor vehicle while under the influence of intoxicating liquor (5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:

Name Greg Chaffin

Address

Residence 2005 Hart Ave., Dodge City

Length of residence within this city or county in which the application is being made 11 years

Method of obtaining U.S. citizenship together with date of naturalization if such is the method Birth

Date and place of birth 11-7-75 Liberal, KS

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter.

7. This application is for a license to retail cereal malt beverages for consumption on the premises. (X). For a license to retail cereal malt beverages in original and unopened containers and not be consumption on the premises. ( )

3. The premises for which the license is desired are located at 110 Frontview Dodge City, KS 67801

(a) The legal description of the premises is 150 Front in Block, Prairieview Sub-Div.

(b) The street number is 110 Frontview

(c) The building is described as Block, Brick & Frame

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:

High Plains Pizza, Inc. dba: Pizza Hut #104

A license fee of \$ 225.00 is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City Ford COUNTY, KANSAS, May 17 2007
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

or
THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the Love's Travel Stops & Country Stores, Inc
corporation whose principal place of business is Love's Travel Stop #62

and under authority of the resolution of the Board of Directors
of said corporation. I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the
rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages on behalf
of said corporation; for the purpose of securing such license, I make the following statements under oath:

1. The proposed licensee is Love's Travel Stops & Country Stores, Inc. 4. The name and address of the owner or owners of the premises
corporation with principal place of business at Oklahoma City, OK upon which the place of business is located is Love's Travel Stops & Country Stores, Inc
P.O. Box 26210 Oklahoma City, OK 73126

The resident agent is C.T. Corporation
with offices at Topeka, Ks

Said corporation was incorporated on 12/29/86
A copy of the Articles of Incorporation are presently on file
with the Register of Deeds of this County.
Yes ( ), No ( )

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent
of corporate stock, and managers of said corporation together with their position and address, age, date of birth, place
of birth, method of acquiring United States citizenship—if acquired by naturalization, date and place of naturalization, and
the length of residence in the State of Kansas.

See Attached

5. I hereby certify with regard to each of the persons named in
number 2 above the following statements are true:

- (a) None of them has within the last two years from this date
been convicted of
(1) A felony
(2) A crime involving moral turpitude
(3) Drunkenness
(4) Driving a motor vehicle while under the influence of in-
toxicating liquor
(5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above
specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owing
in the aggregate more than 25% of the stock of the corpora-
tion has been an officer, manager or director, or a stockholder
owning in the aggregate more than 25% of the stock of a
corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-2708
and amendments thereto; or
(B) has been convicted of a violation of The Drinking Es-
tablishment Act or the Cereal Malt Beverage Laws of the
State.

6. The place of business will be conducted by the following man-
ager or agent:

Name: Johnnie Dunlap
Address: 400 E. Wyatt Dodge City, K
Residence: 417 Runyan Dodge City, KS
Length of residence within this city or county in which the ap-
plication is being made: 12 years

Method of obtaining U.S. citizenship together with date of
naturalization if such is the method

Date and place of birth: N/A 7/02/1948 Dodge City, Ks

I hereby certify that with regard to this above-named manager,
the statement contained in number 5 above is in every respect
true. If not, the details are set out hereinafter.

3. The premises for which the license is desired are located at
400 E. Wyatt Earp
Dodge City, Ks 67801

(a) The legal description of the premises is

(b) The street number is 400 E. Wyatt Earp

(c) The building is described as Concrete Block

(d) The corporate business under the license will be conducted
in the name of the corporation or in the following name:

Love's Travel Stop #62

7. This application is for a license to retail cereal malt beverages
for consumption on the premises. ( ). For a license to retail
cereal malt beverages in original and unopened containers and
not be consumption on the premises. (X)

A license fee of \$ 125.00 is enclosed herewith.

I, Doug Stussi, Exec. Vice President - CFO  
(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal-malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

Love's Travel Stops & Country Stores, Inc.  
(Corporation)

Attest:

By [Signature]  
(Signature and position of individual making application on behalf of corporation)

Ronda K. Mullingford  
(Secretary of Corporation)  
Asst.

STATE OF KANSAS, COUNTY OF Ford, ss.

I, Exec. Vice President - CFO  
(Signature and official position), of the  
Love's Travel Stops & Country Stores, Inc.  
(Name of corporation) do solemnly

swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

[Signature]  
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 24 day of May A.D. 2007  
Sherry J. Starnes  
(Character of official administering oath)

My commission expires on the 24 day of May A.D. 2007

APPLICATION APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ A.D. \_\_\_\_\_

By \_\_\_\_\_  
(Official position)

of \_\_\_\_\_, Kansas.  
(City or county)

Recorded in Volume \_\_\_\_\_, at page \_\_\_\_\_

*[Faint, illegible text and stamps in the bottom left corner]*

# City of Dodge City

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## Memorandum

To: Jeff Pederson  
City Manager

From: Ray Slattery, P.E.  
City Engineer

Date: May 15, 2007

**Subject:** Annual Street Program

Below please find my recommendations for the 2007 Street Program. Due to the fact that the City is in the middle of reconstructing and/or designing for reconstruction of several of the City's Arterial Streets, a majority of this year's program will focus on finalizing the funding of these projects. There is a small amount of money allocated on maintaining and/or reconstructing our residential asphalt streets and repair of other streets.

This year's program will basically consist of the following projects; funding the remaining monies needed for Phase II of Wyatt Earp Reconstruction, Additional funds needed for the 14<sup>th</sup> Ave. Reconstruction Project since the addition of the fifth lane, Construction of 6<sup>th</sup> Ave. north of Ross Blvd., and Payment to KDOT for the City's share of the North 14<sup>th</sup> Ave. Reconstruction. The Asphalt Program will consist of Chip Sealing residential streets and Residential Asphalt Street Reconstruction. There will also be some smaller maintenance projects; the Sidewalk Cost Share Program, Sidewalk Repair, Concrete Street Repairs, and Traffic Signal Improvements.

A majority of the funding for this year's projects will need to come from General Obligation Bonds, a small amount will be from the Special Street Fund. See the attached Project Listing/Funding for the exact amounts.

The following is a list of the proposed projects for this year.

- Wyatt Earp Reconstruction, Phase II** **\$5,000,000**  
Although there has been a significant amount of money from KDOT and FHA, there is a shortfall of about \$5 million that will be the City's responsibility. This dollar amount should cover all the anticipated costs, i.e. right-of-way acquisition, razing any buildings (if needed), construction, engineering, and contingencies. Attached is an outline of the anticipated costs of Phase II along with the costs of Phase I.

2. **14<sup>th</sup> Ave. Reconstruction, Comanche St to US 50 \$2,900,000**  
 This additional money along with what was bonded for in 2005 should cover the anticipated cost of this project. With the addition of the fifth lane additional money was needed.

3. **14<sup>th</sup> Ave. Reconstruction, Ross Blvd. to Iron Rd. \$ 200,000**  
 This is the City's share for this project that is a partnership between KDOT which is responsible for 80% and the City and Ford County funding 10% each of the project.

4. **6<sup>th</sup> Ave. Construction, Ross Blvd. to Iron Rd. \$1,500,000**  
 The design for this project has been completed. Construction Easements need to be acquired before this project can be let. This project will connect the residential streets of a new sub-division north of Ross Blvd. to 6<sup>th</sup> Ave. It will also provide an additional entrance/exit into Legend's Park. A majority of the project costs will be special assessed to the adjacent property owners. The City will be responsible for additional cost for the extra width and construction with concrete.

5. **2007 ASPHALT STREET SEALING PROGRAM \$ 400,000**

This is the 5<sup>th</sup> year of the Sealing Program. The 2007 phase of the Street Sealing Program will encompass all residential Streets between Comanche St. and US 50 from Avenue A to Avenue P. See the attached map of streets proposed for sealing.

6. **2007 ASPHALT STREET RECONSTRUCTION \$ 360,000**

This project consists of reconstructing residential asphalt streets. The process used is removing the existing asphalt pavement and replacing it with 6" of new asphalt pavement over paving fabric and a treated sub-grade. Some curb and gutter will be replaced, if needed, but a majority of the curb and gutter will remain.

The streets proposed for reconstruction are shown in the following table:

Street	From	To
Melencamp Ave.	Country Acres Dr.	North End Park
Windsong Way	Elbow Bend	Circle Lake Dr.
Elbow Bend	Circle Lake Dr.	Ave. P

7. **2007 Sidewalk Program \$ 50,000**

This money would be split between the Cost Share Program and sidewalk replacement on or near city owned property.

**8. Concrete Street Repairs \$ 75,000**

This money will be allocated for contractor work for concrete street repair around town.

**9. TRAFFIC SIGNAL LOOP \$ 15,000  
SIGNAL CAMERA IMPROVEMENTS**

The City Electrician will prioritize which intersections around town are in need of updating or major maintenance. It is our goal to install traffic control cameras on at least one intersection a year.

**10. 6<sup>th</sup> Ave. Reconstruction, Phase I; Plains St. to Ross Blvd. \$ 385,000**

This project would replace the existing asphalt pavement that is starting to fail with concrete from Plains St. to Ross Blvd., adjacent to the new elementary school that is proposed. After Phase I is completed 6<sup>th</sup> Ave. would be stripped as a four lane to handle the higher traffic because of the new school. Next year, Phase II would be constructed, Frontview Rd. to Plains St. Phase I of this project could be delayed until next year and combined with Phase II so that the entire roadway could be reconstructed at the same time. I just think it is important to have this roadway reconstructed before the new school opens, because I believe the construction traffic for the school will cause many maintenance issues for this section of 6<sup>th</sup> Ave.

**TOTAL \$ 10,885,000**

This is my recommendation for the 2007 Street Program. As always, Staff would be happy to make any additions or deletions to the program that you or the commission desire.

For your information, the two Asphalt project are completed and are waiting to be bid as soon as funding is secured. On the City let projects we have given the Contractor a "to be finished" date instead of a "start date", we are hoping this will result in better bids on our behalf.

If you have any comments or questions, please let me know.

# 2007 STREET PROJECTS

<u>PROJECT</u>	<u>\$</u>	<u>FUND</u>
<b>Wyatt Earp Reconstruction</b> (2 <sup>nd</sup> Ave. to Matt Down Ln.)	\$5,000,000 \$3,750,000	GOB 2005 GOB
<b>14<sup>th</sup> Ave. Reconstruction</b> (Comanche St. to US 50)	\$2,900,000 \$1,600,000	GOB 2005 GOB
<b>14<sup>th</sup> Ave. Reconstruction</b> (Ross Blvd. to Iron Rd.)	\$ 200,000	GOB
<b>6<sup>th</sup> Ave. Construction</b> (Ross Blvd. to Iron Rd.)	\$1,500,000	GOB
<b>2007 Street Sealing Program</b> <i>Sealing Residential Streets (5<sup>th</sup> Year of a 6-year rotation on Residential Streets)</i>	\$ 400,000	GOB
<b>2007 Asphalt Street Program</b>	\$ 160,000 \$ 200,000	Special Streets GOB
<b>2007 Sidewalk Program</b>	\$ 50,000	Special Streets
<i>Cost Share Program</i>	\$ 25,000	
<i>3<sup>rd</sup> Ave Sidewalk Repairs</i>	\$ 25,000	
<b>Concrete Street Repairs</b> (6 <sup>th</sup> Ave. & Soule St. Valley Gutter)	\$ 75,000	Special Streets
<b>Traffic Signal Loop &amp; Camera Improvements</b>	\$ 15,000	Special Streets
 <b>OPTIONAL PROJECTS</b>		
<b>6<sup>th</sup> Avenue Reconstruction</b> <i>Ross Blvd. to Plains St.</i>	\$ 385,000	GOB
<b>TOTAL</b>	<b>\$ 16,235,000</b>	

Estimated Project Funds: \$10,585,000 GOB (2007) \$ 300,000 Special Streets  
\$ 5,350,000 GOB (2005) already funded

**West Wyatt Earp Blvd. Funding & Expenses**

**Secured Funding**

Source	\$ Amount
2005 GOB	\$ 3,750,000.00
HPP Funds	\$ 3,500,000.00
City's HPP Match	\$ 875,000.00
TCSP Funds	\$ 800,000.00
City's TCSP Match	\$ 200,000.00
KDOT - Phase I	\$ 300,000.00
KDOT - Phase I	\$ 3,750,000.00
	\$ 13,175,000.00

NOTE A - City's Match is planned for, but not yet secured.

NOTE B - Funds from KDOT Phase I	\$ 2,850,000.00	Turn back Maintenance Payment
	\$ 700,000.00	Bridge Replacement Funds
	\$ 500,000.00	Funds from Sen. Roberts
	\$ (300,000.00)	Payment received for Preliminary Engineering
	\$ 3,750,000.00	

**FUNDING STILL NEEDED:**

EXPENSES	\$ 16,996,430.97
FUNDS	\$ 13,175,000.00
	\$ 3,821,430.97
plus	\$ 1,075,000.00
	\$ 4,896,430.97

**GOB AMOUNT**

2007 GOB AMOUNT \$ 5,000,000.00

**Expenses - Phase I**

Source	\$ Amount
Adams & Jones	\$ 28,857.51
Dobson Bros.	\$ 5,224,305.48
Change Orders to Date	\$ 11,088.51
Future Change Orders	\$ 522,430.55
G & G Dozer	\$ 57,483.00
LAI	\$ 200,278.00
OCI	\$ 4,800.00
Safety-Kleen	\$ 8,890.00
Terracon	\$ 9,600.00
Railroad Fee	\$ 1,000.00
R/W Acquisition	\$ 2,649,496.24
CF&S	\$ 1,232,160.00
	\$ 9,950,389.29

**Expenses - Phase II**

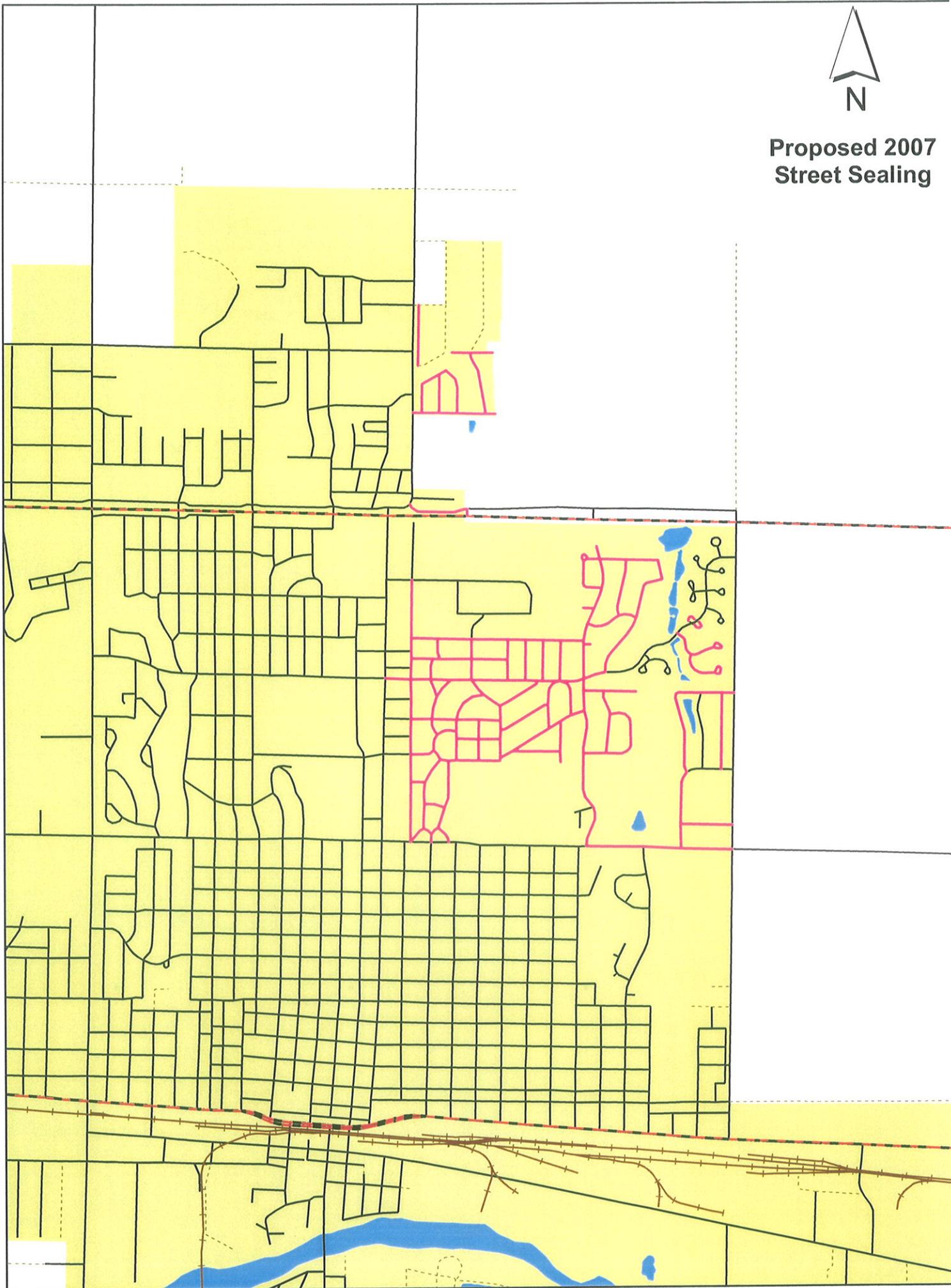
Source	Estimated \$ Amount
Adams & Jones	\$ 25,000.00
Contractor	\$ 4,250,000.00
Estimated Change Orders (12%)	\$ 510,000.00
Demolition	\$ 100,000.00
LAI	\$ 150,000.00
Buried Obstacles	\$ 15,000.00
Railroad Fee	\$ 1,000.00
R/W Acquisition	\$ 1,250,000.00
CF&S	\$ 250,000.00
	\$ 6,551,000.00

Total Expenses = \$ 16,501,389.29  
3% contingences \$ 495,041.68

**GRAND TOTAL = \$ 16,996,430.97**



**Proposed 2007  
Street Sealing**





# City of Dodge City

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

## *Memorandum*

To: City Commissioners  
Jeff Pederson, City Manger  
From: Paul Lewis, Parks & Recreation Director  
Date: May 30, 2007  
Subject: Public Tree Maintenance Bids

A handwritten signature in black ink, appearing to be "P. Lewis", located to the right of the "From:" line.

Bids were opened on Tuesday, May 29, 2007 for the repair of storm damage to public trees as a result of this past winter's ice storm. Attached with this memo is a tabulation of the bids received.

This project will clean up dangerous hangers and broken limbs resulting from the winter ice storm. To be qualify for FEMA reimbursement, only trees located on, or overhanging the right of way with broken branches and hangers more than two inches in diameter are eligible for maintenance. Based on an assessment completed by City staff and our FEMA coordinator, there are over 1500 trees meeting that standard. FEMA does not cover general maintenance costs so this project does not include removal of low hanging limbs or routine crown maintenance.

For this project the city was divided into multiple zones and the number of trees requiring maintenance in each zone identified. The bid package asked for separate bids on a per tree basis broken down by zone. We also asked contractors to state the number of days it would take to complete the work in each zone. The purpose for this arrangement was to provide flexibility to allow multiple contractors the opportunity to get involved in the event it was too much work for a single contractor.

The low bid for the work in each of the zones specified was provided by ArborMasters Tree Service out of Wichita. They are a large commercial arborist company specializing in public tree service including storm damage remediation. In our discussions with ArborMasters, they have indicated it is their intent to bring in multiple crews to complete all the work within the time frames they have indicated.

Staff recommends accepting the bid provided by ArborMasters and authorizing staff to execute the contract. The actual cost for this work based on the assessment and the proposed cost per tree is \$108,075.50. Because this work is associated with the declared disaster, FEMA will reimburse 75% of the cost to the City and we would also anticipate receiving an additional 10% from the State. Based on those figures, the City's actual outlay for this work will be approximately \$16,211.

If there are any questions, I'll be happy to answer them or provide additional information if needed.

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# Dodge City Parks & Recreation Public Tree Maintenance

May 29, 2007

Bidder	Bid Bond	Cost per Tree / Days to Complete			
		Zone A	Zone B	Zone C,D,E,F	Public Grounds
Arensmen Services Inc.		\$149/tree 40 days	\$98/tree 80 days	\$95/tree 60 days	\$125/tree 30 days
Arbor Masters	Yes	\$79.50 /tree 4 days	\$58/tree 7 days	\$59/tree 6 days	\$84.50/tree 4 days



# City of Dodge City

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

## *Memorandum*

To: City Commissioners  
Jeff Pederson, City Manager  
From: Paul Lewis, Parks & Recreation Director  
Date: May 30, 2007  
Subject: Hoover Floor Finishing

A handwritten signature in black ink, appearing to be "P. Lewis", located to the right of the "From:" line.

Bids were opened on Tuesday, May 29<sup>th</sup> for subcontract work related to the renovation of Hoover Pavilion. Two projects were bid, staining of the new concrete floor and installation of an epoxy floor system in the kitchen and service area. A bid tabulation is attached with this memo.

The concrete staining provides a three color stained surface on the new concrete floor recently installed in the main hall at Hoover. The staining process utilizes acid compounds that react to the concrete resulting in a colored appearance. Different compounds provide different colors. Because it is a stain to the concrete itself, it doesn't wear off and provides an easily maintained surface.

In the kitchen and service areas we are planning to install an epoxy surface. The existing painted surface will be blasted off and a new epoxy surface that includes quartz silica for slip prevention will be installed. The epoxy is also an extremely durable surface and easy to maintain.

Both surfaces require specialized installation experience and training which limits the number of potential bidders. That, combined with financial issues experienced by another contractor has resulted in only receiving one bid.

Epoxy Coating Specialist out of Kansas City, Ks. provided the sole bid for these two projects. The bid for staining the main hall was \$22,795 and \$9,950 for the epoxy finish in the kitchen. The original estimate for the staining was \$24,000 and the epoxy coating was \$11,000.

Funds for this work are available in the CIP and were budgeted as part of the Hoover Renovation project. Staff recommends accepting the bid of Epoxy Coating Specialist in the total amount of \$32,745 and authorizing staff to enter into contract for the work.

If there are any questions, I'll be happy to answer them or provide additional information if necessary.

# Dodge City Parks & Recreation Hoover Floor Finishing

May 29, 2007

Bidder	Bid 1 – Concrete Staining	Bid 2 – Epoxy Surface	Addendum	Bid Bond
Epoxy Coating Specialist	22,795.00	9,950.00	N/A	Yes

# City of Dodge City

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## Memorandum

May 30, 2007

TO: Jeff Pederson, City Manager

FROM: Joseph E. Finley, P.E., Director of Public Works 

RE: Proposal for services for Dodge City Well Field Evaluation

As you know, PEC has been working on rehabilitating several of our wells and also evaluating our future water needs. As a part of their scope they are visiting with the Division of Water Resources (DWR) about relocating some of our water rights and also looking at allowing us to pump more of our water rights based on population growth.

DWR has been very receptive to our suggestions that the City get back approximately 2000 ac-ft of water rights. However, they are concerned whether our current wells can actually pump the amount of water we are requesting. Therefore they have suggested that the City conduct an analysis of our current wells.

The work would consist of

- Provide recommendations to maximize the yield
- Evaluate the need for well rehabilitation or well replacement

This will be accomplished by

- Compiling and evaluating historical pumping data
- Compiling and evaluating historical water level data
- Conduct a well performance field test to determine specific capacity
- Estimate well efficiency
- Recommend maximum pumping rates using collected data

Layne-Western was asked to submit a proposal for this work as they are currently working with us to test drill several wells and rehabilitate others. They have submitted a proposal for \$20,300 or approximately \$1,692 for each well. Staff would recommend approval of this proposal.

Should you have any questions, please let me know.

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May 18, 2007

City of Dodge City  
806 2<sup>nd</sup> Ave  
P.O. Box 880  
Dodge City, KS 67801

Mr. Joe Finley, P.E.  
Director of Public Works

**RE: Proposal for Services  
Dodge City Well Field Evaluation**

Dear Mr. Finley:

This proposal presents the scope and fee for Layne Christensen Company (Layne) to evaluate the current condition of Dodge City's (City) water supply well field. The City operates a well field that consists of 12 wells most within the city limits. Given these concerns, Layne proposes conduct a well field evaluation (Study) to address the City's short term and long term goals for the project, as summarized below:

- Phase I - Short term goals – Evaluate the current operating condition of all wells located within the City's well field. Specific tasks to be performed include:
  - Provide recommendations to maximize the yield from the well field while also protecting the well pumps.
  - Evaluate the need for well rehabilitation or well replacement.

**OBJECTIVES**

The specific objectives of the proposed activities are to evaluate the current status of all wells and provide recommendations to maximize the flow from each well, while also providing recommendations that will be designed to protect the pumps installed in the wells. To complete the objectives, the following tasks are proposed:

1. Compile and evaluate historical pumping data from each well.
2. Compile and evaluate historical water level data from each observation well.
3. Conduct a well performance field tests on each well to determine the current specific capacity of each well. A step rate test will be conducted at each well consisting of four (4) steps lasting one (1) to two (2) hours per step at progressively increasing discharge rates. The pumping water level in the well will be recorded by Layne field personnel using a pressure transducer or electronic water level meter.
4. Estimate well efficiency of each well based on the results of the field testing activities.



5. Use all data collected to recommend maximum pumping rates from each well.

**PHASE I - DELIVERABLES**

Once all of the above activities have been completed, all data and analysis will be summarized in a report. The primary objective of the report will be to develop a pumping schedule that can be used by the City to best meet summer water demands. To develop the pumping schedule, Layne will review the following data for each well:

- Available drawdown in the well;
- Depth to the top of screen;
- Depth to the pump intake; and
- Well performance test results.

**PROPSAL ASSUMPTIONS:**

General assumptions used to develop the proposal include:

- The City will provide necessary water level and well construction data (water levels from pumping wells, observation wells, and original well construction sheets, etc.).
- One (1) on-site meeting is included in the costs. The purpose of the meeting will be to review the recommended pumping schedule developed by Layne.
- Proposal costs good for 30 days.
- A mutually agreeable subcontract to be negotiated prior to project startup.

**COSTS:**

Estimated costs are summarized in the tables below.

Task	Estimated Level of Effort	Estimated Cost
Mobilization / Demobilization	1	\$ 1800
Perform pump testing at each well	\$175/hour x 5 hours x 12 wells	\$ 10,500
Per Diem Rate	\$ 100/hour x 2men x 6 days	\$ 1200
Testing Material	Layne's equipment	No Charge
Compile, review, and evaluate historical water level data	12 hrs @ \$100/hr	\$ 1200
Review 12 well performance test	12 hrs @ \$100/hr	\$1,200
Estimate well efficiency (12 wells)	12 hrs @ \$100/hr	\$1,200



Phase I summary report	32 hrs @ \$100/hr	\$3,200
<b>TOTAL</b>		<b>\$ 20,300</b>

Estimated Project Total

**\$20,300.**

Layne appreciates the opportunity to work with you on this important project. If you have any questions or comments on this proposed scope of services, please give me a call at (913) 321-5000 ext. 611.

Note: this proposal will be honored for 30 Days

Accepted by: \_\_\_\_\_

Date: \_\_\_\_\_

Sincerely,

Jim Seley  
Sales Engineer



Luca DeAngelis, P.E., R.G.  
Engineer/Hydrogeologist

Enc.



# Memorandum

To: Jeff Pederson, City Manager  
City Commission  
From: Mike Klein, Director of Administration *MK*  
Date: Wednesday, May 30, 2007  
Subject: Bids: Mowers & Spray Units  
2007 Budget Fund & Amount  
MERF \$ 75,000.00

Bids were received and opened on Tuesday, May 29, 2007, at 2:00 p.m. for mowers and spray units. The mowers consist of 52" mid-mount mower for the Cemetery, 72" mid-mount mower for the Park Dept., tri plex mower for the Golf Course, sidewinder/stripping mower for the Athletic Field Maintenance Dept., and portable spray units – 1 each to be utilized by the Park Dept. and the Cemetery respectively.

The bids received are as follows:

## 52" Mid-Mount Mower, Cemetery

<b>Kan-Equip, Inc., Dodge City, KS</b> Land Pride Z52	<b>\$ 5,100.00</b>
<b>Kansas Golf &amp; Turf, McPherson, KS</b> Gravely PM 152	\$ 5,434.00
<b>Unruh-Foster, Dodge City, KS</b> Hustler Mini Z 24/52	\$ 6,959.00
<b>Kofer Sales, Dodge City, KS</b> Grasshopper 227/52	\$ 7,197.00
<b>Moridge Manufacturing, Inc., Moundridge, KS</b> Grasshopper 227/52	\$ 7,542.00

Based on the bids received, Staff would recommend to accept the bid from Kan-Equip, Inc., of Dodge City, KS, for a total bid price of \$5,100.00.

## 72" Mid-Mount Mower, Park Dept.

<b>Kofer Sales, Dodge City, KS</b> Grasshopper 428D/72	<b>\$ 10,997.00</b>
<b>Moridge Manufacturing, Inc., Moundridge, KS</b> Grasshopper 428D/72	\$ 11,455.00

**Kansas Golf & Turf, McPherson, KS**  
Gravely PM272 \$ 11,598.00

**Unruh-Foster, Dodge City, KS**  
John Deere 997 \$ 12,214.00

Based on the bids received, Staff would recommend to accept the bid from Kofer Sales., of Dodge City, KS, for a total bid price of \$10,997.00.

**Tri Plex Mower, Golf Course**

**Kansas Golf & Turf, McPherson, KS**  
Jacobsen G-PLEX3 \$ 18,737.00  
Less Trade In 800.00  
(Toro GM 3000 w/3328 hours)  
  
Total Bid **\$17,937.00**

**Sidewinder/Striping Mower, Athletic Field Maintenance**

**Kansas Golf & Turf, McPherson, KS**  
Jacobsen AR3 \$ 25,900.00  
Less Trade In 800.00  
(Toro 2600D w/2179 hours)  
  
Total Bid **\$25,100.00**

Based on the bids received, Staff would recommend to accept the bids from Kansas Golf and Turf., of McPherson, KS, for the Tri Plex Mower for a total bid price of \$17,937.00, and also the Sidewinder/Striping Mower for a total bid price of \$25,100.00..

**Portable Spray Units, 1 each for the Park Dept. & Cemetery respectively**

**Kansas Golf & Turf, McPherson, KS**  
Skid Spray Unit B&B \$ 6,995.00 each  
  
Total Bid **\$13,990.00**

**Superior Industries, Inc., Superior, NE**  
Skid Spray Unit LP100-BB-C \$ 7,960.00 each  
  
Total Bid \$15,920.00.00

Based on the bids received, Staff would recommend to accept the bid from Kansas Golf & Turf., of McPherson, KS, for a total bid price of \$13,990.00.

**Total Expenditure \$ 73,124.00**

**MERF Funds Available \$ 75,000.00**

**\$1,876.00 Under Budget**

If you have any questions or need additional information, please contact my office.

# Memorandum

To: *Jeff Pederson, City Manager*  
*City Commission*

CC: *Mike Rottinghaus, FAA*  
*Dave Hadel, Burns & McDonell*  
*Airport Advisory Board Members*

From: *Mike Klein, Airport Manager MK*

Date: *Wednesday, May 30, 2007*

Subject: *Bids, Slurry Seal Runway 14-32 & 2-20, Lighting Rehabilitation and PAPI's Runway 2-20*

The Dodge City Regional Airport received notification from the Federal Aviation Administration to proceed with advertising and the bidding process for the Slurry Seal of Runways 14-32 and 2-20, new lighting system and Precision Approach Path Indicators ( PAPI's) for Runway 2-20. Bids were received and opened on May 1, 2007.

The bid received is as follows:

## SLURRY SEALING RUNWAY 14-32 & 2-20

Maxwell Asphalt, Inc. Littleton, CO.	Total Bid	\$ 396,492.73
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<b>Vance Brothers, Inc.</b> <b>Kansas City, MO.</b>	<b>Total Bid</b>	<b>\$ 555,543.45</b>
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Musselman & Hall Contractors, LLC Kansas City, MO.	Total Bid	\$ 669,191.87
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## LIGHTING IMPROVEMENTS FOR RUNWAY 2-20

Base Bid 2, new runway lighting system  
Bid Alternate 2A, PAPI's

<b>Kayton Electric, Inc.</b> <b>Holdrege, NE.</b>	<b>Base Bid 2</b>	<b>\$ 183,850.00</b>
	<b>Bid Alternate 2A</b>	<b>\$ 137,487.00</b>
	<b>Total Bid</b>	<b>\$ 321,337.00</b>

3G Electric, Inc. Garden City, KS.	Base Bid 2	\$ 194,650.00
	Bid Alternate 2A	\$ 139,437.00
	Total Bid	\$ 334,087.00

Burns & McDonnell, Airport Consultant Engineer estimated cost of construction is as follows:

SLURRY SEALING RUNWAY 14-32 & 2-20	\$ 828,049.69
LIGHTING IMPROVEMENTS FOR RUNWAY 2-20	\$ 322,990.50
Total Engineers Estimate	\$ 1,151,040.19

As per FAA requirements, Burns & McDonnell has tabulated and reviewed the bid for compliance as established in the project specifications manual. All unit prices were verified and no irregularities were discovered. However, the apparent low bidder, Maxwell Asphalt, Inc. did not provide any DBE participation with their bid. Vance Brothers, Inc. and Musselman & Hall Contractors were able to provide 25% and 21% respectively exceeding the project goal of 4%.

Maxwell Asphalt, Inc. is the apparent low Bidder. However, it is our opinion that they did not meet the "Good Faith Effort" criteria identified in Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts). As a result, Burns & McDonnell's recommendation is for the acceptance of the second low Bidder, Vance Brothers Inc. for the proposed and tabulated confirmed value of \$555,543.45 for Base Bid 1. Documentation is attached for your review.

**Based on the bids received it is Burns & McDonnell and airport staff's recommendation to accept the bid from Vance Brothers, Inc. of Kansas City, MO. for a Total Bid \$ 555,543.45 for the slurry sealing of Runways 14-32 / 2-20 and to accept the bid from Kayton Electric, Inc. of Holdrege, NE. for a total bid of Total Bid \$ 321,337.00 for lighting improvements for Runway 2-20.**

**Attached for your review and ratification is the Construction Services Agreement with Burns and McDonnell for slurry seal of Runways 14-32 & 2-20 and lighting improvements for Runway 2-20 for a total lump sum of \$ 124,627.00. This agreement is included in the FAA Grant application.**

**Total project cost which includes, Engineering / Design, Construction and Construction Services is \$ 1,093,416.00. 95% FAA funded \$ 1,038,745.00 and 5% local match \$ 54,671.00. Funds are available for the City match from the CIP fund.**

A preconstruction meeting is tentatively set for June 20, 2007 and an estimated starting date of June 26, 2007.

Upon City Commission approval, documentation will be forwarded to FAA for completion of the grant offer. Contracts will not be signed until the grant offer is received. If you have any questions or need additional information, please contact my office.



May 17, 2007

Mr. Mike Klein  
Airport Manager  
806 Second Avenue  
Dodge City, Kansas 67801

Engineer’s Recommendation for Airfield Improvements for Slurry Sealing for Runway 2-20 and Runway 14-32 and Lighting Improvements for Runway 2-20 at Dodge City Regional Airport  
AIP No. 3-20-0017-19  
B&McD No. 44804

Dear Mr. Klein:

Burns & McDonnell has tabulated and reviewed the bids received for the Slurry Sealing for Runway 2-20 and Runway 14-32 project. Table A provides a summary of the bid analysis. A detailed tabulation summary is attached herein.

**TABLE A**  
**TABULATION OF BIDDING**  
**FOR SLURRY SEALING RUNWAY 2-20 AND RUNWAY**  
**14-32 PROJECT**

Bidders/Engineer	Bid Options
	Base Bid 1
<i>Burns &amp; McDonnell</i>	<b>\$828,049.69</b>
Maxwell Asphalt, Inc.	\$396,492.73
Vance Brothers, Inc.	\$555,543.45
Musselman & Contractors, LLC.	\$669,191.87

There were no discrepancies between any of the tabulated bid values and the submitted bid values. As a part of our bid review process, Burns & McDonnell performed several tasks to verify the validity of each proposal. Details of these evaluations are described herein as follows:

**Bid Tabulation:** All Bidders proposal values match the tabulated values calculated by the engineer.

**DBE Participation:** The apparent low bidder, Maxwell Asphalt, Inc. (MAI), did not provide any DBE participation with their Bid. However, Vance Brothers, Inc. and Musselman & Hall Contractors, LLC were able to provide 25% and 21% respectively. Both exceeded the project goal of 4%.



Mr. Mike Klein  
May 17, 2007  
Page 2

MAI's proposal included a list of DBE's that were contacted by facsimile. Subsequent information provided confirmation of the time and date of each one-page request sent to their list of DBE's. This information was received after the bid opening. In addition, Burns & McDonnell performed a review of Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts), paragraphs IV and V and compared the information provided by MAI. Our review evaluated the following:

Paragraph IV.A: Soliciting through all reasonable and available means (e.g. attendance at the pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

***BMcD Opinion: MAI did not attend the prebid meeting. MAI did initiate contact of potential DBEs as evidenced from the information provided in their Bid and the subsequent confirmation of records forwarded to Burns & McDonnell. However, MAI did not provide any additional information supporting steps performed to follow up the initial solicitations.***

Paragraph IV.B: Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

***BMcD Opinion: MAI's facsimile letter dated April 18, 2007 identifies a break out of work intended for DBEs. This effort has been satisfactorily achieved.***

Paragraph IV.C: Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

***BMcD Opinion: The information provided by MAI to potential DBEs was sent in a timely manner. However, specific details and requirements of the items were not defined. In all fairness, this could have been provided to the DBEs when they responded to MAI as being interested in the work items identified.***

Paragraph IV.E: Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

***BMcD Opinion: Through conversations with MAI it was understood that they had contacted the Kansas Department of Transportation (KDOT) in seeking DBE participation. However, they were not able to access the KDOT on-line information. However, no written documentation was provided to Burns & McDonnell to confirm these efforts.***

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Mr. Mike Klein  
May 17, 2007  
Page 3

Paragraph V: In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

***BMcD Opinion: The apparent low Bidder did not meet the DBE requirement established for this project. Both of the other Bidders exceeded the established goal.***

In review of all of the information considered, Maxwell Asphalt, Inc. is the apparent low Bidder. However, it is our opinion that they did not meet the "Good Faith Effort" criteria identified in Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts). As a result, Burns & McDonnell's recommendation is for the acceptance of the second low Bidder, Vance Brothers Inc. for the proposed and tabulated confirmed value of \$555,543.45 for Base Bid 1.

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-822-3378.

Sincerely,

David G. Hadel, P.E.  
Project Manager

enc

cc M. Rottinghaus, FAA  
J. Wall, BMcD  
J. DeHart, BMcD

44804 eng bid recomend 5-16-07

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May 17, 2007

Mr. Mike Klein  
Airport Manager  
806 Second Avenue  
Dodge City, Kansas 67801

Engineer's Recommendation for Airfield Improvements for Slurry Sealing for Runway 2-20 and Runway 14-32 and Lighting Improvements for Runway 2-20 at Dodge City Regional Airport  
AIP No. 3-20-0017-19  
B&McD No. 44804

Dear Mr. Klein:

Burns & McDonnell has tabulated and reviewed the bids received for the Lighting Improvements for Runway 2-20 project. Table A provides a summary of the bid analysis. A detailed tabulation summary is attached herein.

**TABLE A**  
**TABULATION OF BIDDING**  
**FOR LIGHTING IMPROVEMENTS FOR RUNWAY 2-20 PROJECT**

Bidders/Engineer	Bid Options		
	Base Bid 2	Bid Alternate 2A	Base Bid & Bid Alternate 2A
<b><i>Burns &amp; McDonnell</i></b>	<b><i>\$187,887.00</i></b>	<b><i>\$135,103.50</i></b>	<b><i>\$322,990.50</i></b>
Kayton Electric, Inc.	\$183,850.00	\$137,487.00	\$321,337.00
3G Electric, Inc.	\$194,650.00	\$139,437.00	\$334,087.00

As a part of our bid review process, Burns & McDonnell performed several tasks to verify the validity of each proposal. Details of these evaluations are described herein:

**Bid Tabulation:** All Bidders proposal values match the tabulated values calculated by the engineer.

**DBE Participation:** There was no DBE requirement for this project. However, the apparent low Bidder, Kayton Electric, Inc. (KEI), stated they will be providing 4.2% participation. The bid of 3G Electric did not include any DBE participation.

**Telephone Interview:** Burns & McDonnell contacted KEI regarding elements of their Bid. Burns & McDonnell received confirmation from KEI that they agreed with the values established in their proposal, agreed with the items discussed regarding the FAAs 90% review comments and acknowledge their acceptance of the calendar day contract requirements.



Mr. Mike Klein  
May 17, 2007  
Page 2

Based on the information obtained and discussions with the apparent low Bidder, Burns & McDonnell's recommendation is for the acceptance of Kayton Electric, Inc. for the proposed and tabulated confirmed value of \$321,337.00 for Base Bid 2 and Bid Alternate 2A.

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-822-3378.

Sincerely,

David G. Hadel, P.E.  
Project Manager

enc

cc M. Rottinghaus, FAA  
J. Wall, BMcD  
P. O'Gorman, BMcD  
J. DeHart, BMcD

44804 eng bid recomend 5-16-07 RWY 2-20 MIRLs

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TABULATION OF BIDS  
DODGE CITY REGIONAL AIRPORT  
DODGE CITY, KANSAS  
AIRPORT IMPROVEMENTS  
BASE BID 1: SLURRY SEAL RUNWAYS 2-20 & 14-32  
PROJECT NO: AIP NO.3-20-0017-19  
Burns & McDonnell No. 44804  
May 1, 2007

ITEM NO.	SPEC. ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		Maxwell Asphalt		Vance Brothers		Musselman & Hill	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	P-100-5.1	MOBILIZATION	LS	1.0	\$39,430.94	\$39,430.94	\$19,500.00	\$19,500.00	\$30,000.00	\$30,000.00	\$40,000.00	\$40,000.00
2		TRAFFIC CONTROL	LS	1.0	\$35,706.00	\$35,706.00	\$45,500.00	\$45,500.00	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00
3	P-620-5.1	RUNWAY AND TAXIWAY PAINTING (WHITE)	SF	149,535.0	\$1.00	\$149,535.00	\$0.20	\$29,907.00	\$0.50	\$74,767.50	\$0.45	\$67,290.75
4	P-620-5.2	RUNWAY AND TAXIWAY PAINTING (YELLOW)	SF	2,230.0	\$1.35	\$3,010.50	\$0.20	\$450.00	\$0.50	\$1,115.00	\$0.55	\$1,227.50
5	P-620-5.3	RUNWAY AND TAXIWAY PAINTING (BLACK)	SF	34,230.0	\$1.10	\$37,653.00	\$0.20	\$6,846.00	\$0.50	\$17,115.00	\$0.52	\$17,810.00
6	P-620-5.4	RUNWAY AND TAXIWAY PAINTING (WHITE - TEMPORARY)	SF	27,491.0	\$1.00	\$27,491.00	\$0.65	\$17,869.15	\$0.80	\$21,992.80	\$1.00	\$27,491.00
7	P-626-6.1	SLURRY SEAL	SY	128,311.0	\$3.25	\$417,010.75	\$1.25	\$160,388.75	\$1.65	\$211,713.15	\$2.42	\$310,512.62
8	P-626-6.3	LIGHT CRACK SEALING	LF	300.0	\$3.90	\$1,170.00	\$6.25	\$1,875.00	\$5.00	\$1,500.00	\$5.60	\$1,680.00
9	P-626-6.4	MODERATE CRACK SEALING	LF	200.0	\$14.00	\$2,800.00	\$9.50	\$1,900.00	\$7.30	\$1,460.00	\$5.00	\$1,000.00
10	P-626-6.5	HEAVY CRACK REPAIR	LF	50.0	\$70.00	\$3,500.00	\$40.00	\$2,000.00	\$100.00	\$5,000.00	\$25.00	\$1,250.00
11	P-626-6.6	PAVEMENT SURFACE REPAIR	SF	4,010.0	\$4.50	\$18,045.00	\$10.35	\$41,503.50	\$15.00	\$60,150.00	\$8.00	\$32,080.00
12	P-626-6.7	PAINT AND RUBBER REMOVAL	LS	1.0	\$75,008.50	\$75,008.50	\$36,750.00	\$36,750.00	\$80,000.00	\$80,000.00	\$115,150.00	\$115,150.00
13	P-626-6.8	EMULSIFIED ASPHALT FOR TACK COAT FOR SLURRY SEAL SURFACE PREPARATION	GAL	5,100.0	\$3.50	\$17,850.00	\$1.50	\$7,650.00	\$2.10	\$10,710.00	\$3.70	\$18,870.00
<b>TOTAL COST OF BASE BID</b>						<b>\$838,049.69</b>		<b>\$396,492.73</b>		<b>\$535,543.45</b>		<b>\$689,191.87</b>

**TABLATION OF BIDS**  
**DODGE CITY REGIONAL AIRPORT**  
**DODGE CITY, KANSAS**  
**AIRPORT IMPROVEMENTS**  
**BASE BID 2: MEDIUM INTENSITY RUNWAY LIGHTS FOR RUNWAY 2-20**  
**PROJECT NO: AIP NO. 3-20-0017-19**  
**Burns & McDonnell No. 44804**

May 1, 2007

ITEM NO.	SPEC. ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		Kayton Electric		3-G Electric	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	P-100-5.1	MOBILIZATION	LS	1.00	\$8,947.00	\$8,947.00	\$9,000.00	\$9,000.00	\$5,000.00	\$5,000.00
2		TRAFFIC CONTROL	LS	1.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00	\$1,500.00	\$1,500.00
3	T-901-5.1	SEEDING	AC	3.00	\$1,500.00	\$4,500.00	\$750.00	\$2,250.00	\$500.00	\$1,500.00
4	T-908-5.1	MULCHING	AC	3.00	\$500.00	\$1,500.00	\$300.00	\$900.00	\$400.00	\$1,200.00
5	L-108-5.1	TRENCHING	LF	18,800.00	\$2.50	\$47,000.00	\$2.00	\$37,600.00	\$1.60	\$30,080.00
6	L-108-5.2	#8 AWG L-S24C 5KV CABLE	LF	11,000.00	\$1.10	\$12,100.00	\$1.75	\$19,250.00	\$1.15	\$12,650.00
7	L-108-5.3	INSULATED EQUIPMENT GROUND, #6 XHHW	LF	10,500.00	\$1.10	\$11,550.00	\$1.25	\$13,125.00	\$1.25	\$13,125.00
8	L-108-5.4	BARF COUNTERPOISE WIRE, #6 AWG	LF	9,400.00	\$1.10	\$10,340.00	\$1.00	\$9,400.00	\$1.90	\$17,860.00
9	L-110-5.1	SINGLE-WAY 2" PVC DIRECT BURIED DUCT	LF	9,400.00	\$2.25	\$21,150.00	\$1.25	\$11,750.00	\$2.00	\$18,800.00
10	L-110-5.2	2" RGS CONDUIT DIRECTIONAL BORED UNDER EXISTING PAVEMENT	EA	1,000.00	\$20.00	\$20,000.00	\$17.00	\$17,000.00	\$32.00	\$32,000.00
11	L-125-5.1	L-861 RUNWAY EDGE LIGHT	EA	42.0	\$600.00	\$25,200.00	\$500.00	\$21,000.00	\$880.00	\$36,960.00
12	L-125-5.2	L-861E RUNWAY THRESHOLD END LIGHT	EA	16.0	\$650.00	\$10,400.00	\$1,850.00	\$29,600.00	\$1,100.00	\$17,600.00
13	L-125-5.5	EXISTING ELEVATED LIGHT, REMOVED	EA	85.00	\$120.00	\$10,200.00	\$135.00	\$11,475.00	\$75.00	\$6,375.00
<b>TOTAL COST OF BID ALTERNATE</b>						<b>\$187,887.00</b>		<b>\$183,850.00</b>		<b>\$194,650.00</b>

**TABLATION OF BIDS**  
**DODGE CITY REGIONAL AIRPORT**  
**DODGE CITY, KANSAS**  
**AIRPORT IMPROVEMENTS**  
**BID ALTERNATE 2A: PRECISION APPROACH PATH INDICATORS FOR RUNWAY 2-20**  
**PROJECT NO: AIP NO. 3-20-0017-19**  
**Burns & McDonnell No. 44804**  
**May 1, 2007**

ITEM NO.	FAA ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		Kayton Electric		3-G Electric	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	P-100-5.1	MOBILIZATION	LS	1.00	\$6,433.50	\$6,433.50	\$8,000.00	\$8,000.00	\$2,000.00	\$2,000.00
2		TRAFFIC CONTROL	LS	1.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00	\$1,000.00	\$1,000.00
3	T-901-5.1	SEEDING	AC	3.00	\$800.00	\$2,400.00	\$100.00	\$300.00	\$500.00	\$1,500.00
4	T-908-5.1	MULCHING	AC	3.00	\$800.00	\$2,400.00	\$100.00	\$300.00	\$400.00	\$1,200.00
5	P-605-5.1	JOINT SEALANT	LF	1,020.00	\$1.50	\$1,530.00	\$7.10	\$7,242.00	\$3.85	\$3,927.00
6	P-610-5.1	PORTLAND CEMENT CONCRETE (5") (P-610)	SY	670.00	\$60.00	\$40,200.00	\$66.00	\$44,220.00	\$48.50	\$32,495.00
7	L-108-5.1	TRENCHING	LF	3,400.00	\$2.50	\$8,500.00	\$2.00	\$6,800.00	\$1.60	\$5,440.00
8	L-108-5.3	INSULATED EQUIPMENT GROUND, #6 XHHW	LF	3,900.00	\$1.10	\$4,290.00	\$1.25	\$4,875.00	\$1.25	\$4,875.00
9	L-108-5.5	#8 AWG L-824C 600V CABLE	LF	12,000.00	\$1.10	\$13,200.00	\$1.50	\$18,000.00	\$1.15	\$13,800.00
10	L-110-5.1	SINGLE-WAY 2" PVC DIRECT BURIED DUCT	LF	3,400.00	\$2.25	\$7,650.00	\$1.25	\$4,250.00	\$2.00	\$6,800.00
11	L-110-5.2	2" RGS CONDUIT DIRECTIONAL BORED UNDER EXISTING PAVEMENT	EA	500.00	\$20.00	\$10,000.00	\$17.00	\$8,500.00	\$22.00	\$16,000.00
12	L-125-5.3	L-880 PRECISION APPROACH PATH INDICATOR	LS	2.0	\$17,500.00	\$35,000.00	\$16,000.00	\$32,000.00	\$22,000.00	\$44,000.00
13	L-125-5.4	PAPI POWER FEED	LS	1.0	\$2,500.00	\$2,500.00	\$2,500.00	\$2,500.00	\$6,400.00	\$6,400.00
<b>TOTAL COST OF BID ALTERNATE 2A</b>						<b>\$135,103.50</b>		<b>\$137,487.00</b>		<b>\$139,437.00</b>

TABULATION OF BIDS  
DODGE CITY REGIONAL AIRPORT  
DODGE CITY, KANSAS  
SUMMARY OF BASE BIDS AND BID ALTERNATE 2A

PROJECT NO: AIP NO. 3-20-0017-19  
Burns & McDonnell No. 44804  
May 1, 2007

ITEM NO.	Burns & McDonnell	Maxwell Asphalt	Vance Brothers	Musselman & Hall	Kayton Electric	3-G Electric
	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
BASE BID 1: SLURRY SEAL RUNWAYS 2-20 & 14-32	\$828,049.69	\$396,492.73	\$555,543.45	\$669,191.87		
TOTAL COST	\$828,049.69	\$396,492.73	\$555,543.45	\$669,191.87		
ITEM NO. BASE BID 2: MEDIUM INTENSITY RUNWAY LIGHTS FOR RUNWAY 2-20	Burns & McDonnell	Maxwell Asphalt	Vance Brothers	Musselman & Hall	Kayton Electric	3-G Electric
	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
	\$187,887.00				\$183,850.00	\$194,650.00
BID ALTERNATE 2A: PRECISION APPROACH PATH INDICATORS FOR RUNWAY 2-20						
	\$135,103.50				\$137,487.00	\$139,437.00
TOTAL COST	\$322,990.50				\$321,337.00	\$334,087.00

**AUTHORIZATION NO. 2  
FOR CONSTRUCTION PHASE SERVICES  
FOR  
SLURRY SEAL RUNWAYS 2-20 AND 14-32 AND LIGHTING IMPROVEMENTS  
FOR RUNWAY 2-20  
AT DODGE CITY REGIONAL AIRPORT  
AIP Project No. 3-20-0017-19**

In accordance with SECTION 2 -- SCOPE OF PROJECT of the Agreement for Professional Engineering Services dated February 19, 2007, by and between CITY OF DODGE CITY, KANSAS, (SPONSOR) and BURNS & McDONNELL, (CONSULTANT), the following improvement project "Slurry Seal Runways 2-20 and 14-32 and Lighting Improvements for Runway 2-20 at the Dodge City Regional Airport", authorization is hereby given and mutually agreed upon:

**A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**

1. **Project Name:** Slurry Seal Runways 2-20 and 14-32 and Lighting Improvements for Runway 2-20 at the Dodge City Regional Airport.
2. **Description of Improvements:** Provide professional engineering for construction phase services for the aforementioned project.

**B. DESCRIPTION OF SERVICES TO BE PERFORMED:**

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Construction Phase Services:** This phase includes activities for developing a construction observation program and providing defined construction services throughout the project.
  - a. Develop the Construction Observation Program. This program will conform to the criteria established in "ACE-1030 Construction Management Program".
  - b. Attend and conduct a preconstruction meeting with the SPONSOR, FAA and Contractor. Attendees for the CONSULTANT will include the Project Manager, Project Civil Engineer, Project Electrical Engineer and Resident Representative.
  - c. During the Design Phase, a preliminary construction schedule was developed by the CONSULTANT to determine the number of calendar days needed to complete construction of this project. As a result, the Contractor will be required to complete both projects within the same 100 calendar days from receipt of the SPONSOR's Notice-To-Proceed. To verify that the project is being constructed in compliance with the approved Drawings and Specifications, the

CONSULTANT will provide construction observation services as follows:

Construction Phase 1 – Slurry Seal and install temporary pavement markings for Runway 14-32: The duration is 19 calendar days. As a result, the CONSULTANT will provide construction observation services for fifteen (15) calendar days for twelve (12) hours per day for a total of 180 hours.

Construction Phase 2 – Slurry Seal Runway 2-20, install MIRLs and PAPIs for Runway 2-20. The duration is 66 calendar days. As a result, the CONSULTANT will provide part time construction observation services as based on the slurry sealing and lighting contractor's schedules. For the purposes of this Authorization, it is assumed that part time construction observations will be needed for an estimated twenty (20) calendar days for ten (10) hours per day for a total of 200 hours.

Construction Phase 3 – Application of final pavement marking for Runways 2-20 and 14-32. The duration is 15 calendar days. As a result, the CONSULTANT will provide part time construction observation services for ten (10) calendar days for ten (10) hours per day for a total of 100 hours.

The total construction observation hours estimated for Phases 1, 2 and 3 shall not exceed 480 hours without the approval of the SPONSOR. In the event the Contractor elects to work more than the estimated hours per day, the Resident Project Representative will remain on site as needed to observe the work being performed. The additional hours utilized for these observations will be deducted from the established 480 hours as previously indicated.

- d. Provide an Assistant Project Representative, (APR) during critical activities, which physically requires the presence of more than the Resident Project Representative. The APR's visit is estimated to be no more than twelve hours per day per trip. A maximum of one trip for this effort is estimated.
- e. Perform shop drawing reviews and material certifications as received from the Contractor.
- f. Testing. The CONSULTANT will provide through the services of a testing laboratory, all first time testing for the required quality assurance tests as identified in the Project Specifications.
- g. Respond to field issues throughout the duration of the project.
- h. Provide monthly Contractor progress estimates and SPONSOR's request for reimbursement form SF271.
- i. Prepare change orders and supplemental agreements necessary for construction of the project.

- j. Reports.
  - (1) Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
  - (2) Final Report: At the end of the project, the Project Manager shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
- k. Prepare Final Punch List. The Resident Project Representative, and Project Electrical Engineer, SPONSOR, FAA (if available) and Contractor will perform a final walk through of the project and prepare a final punch list of the project.
- l. Final Project Walk Through. The Resident Project Representative, Project Manager, Project Civil Engineer with SPONSOR and FAA to verify final punch list items have been addressed and that the project is acceptable to SPONSOR and FAA.
- m. Prepare a record set of conforming to construction record drawings as based on the contractor's redlined markups. An electronic copy of the completed record set will be provided to the SPONSOR in AutoCAD version 14.
- n. Provide FAA closeout documents as stated in ACE-1610 Development Project Closeout.
- o. Provide periodic site visits from the Project Manager or other Project Team Member (One visit per month per the duration of the project.)
- p. Provide overall project management throughout the construction process.
- q. Update the Airport Layout Drawing to illustrate the construction improvements.

**C. UNDERSTANDING & CITY FURNISHED ITEMS:**

- 1. The SPONSOR shall provide a work and storage area (as designated by the Airport Manager) for use by CONSULTANT for storage of supplies, records preparing of project related paper work and all related materials needed to perform construction services for this project

**D. METHOD OF COMPENSATION:**

1. Compensation of the Scope of Work for items B.1.a thru p except for m and n herein, shall be made by Method B – Cost Plus a Fixed Payment (profit) according to SECTION VII – PAYMENTS TO CONSULTANT, paragraph A.2, which outlines compensation on a Cost Plus a Fixed Payment (profit) basis
2. Compensation of the Scope of Work for items for items. B.1.m, n and q herein shall be made by Method A – Fixed Lump Sum Payment according to ARTICLE VII- PAYMENTS TO CONSULTANT, paragraph A, which outlines compensation on a fixed lump sum basis.

**E. AMOUNT OF COMPENSATION:**

1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 2, per the terms and conditions set forth in the Agreement, as indicated in Table A.

**TABLE A**

<b>SCHEDULE OF FEES FOR CONSTRUCTION SERVICES</b>	
Construction Services (Items B.1.a thru p except for m and n)	<b>\$116,442.</b>
Construction Services (Items B.1.m, n and q)	<b>\$8,185.</b>
<b>Total Cost of Construction Phase Services</b>	<b>\$124,627.</b>

**F. ESTIMATED TIME OF COMPLETION:**

1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 2, is estimated at Fifty (50) calendar days after the SPONSOR’s acceptance of the Contractor’s completed work.

**G. ENGINEERS’ NOTICE TO PROCEED DATE:**

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is \_\_\_\_\_.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL ENGINEERING  
COMPANY, INC

CITY OF DODGE CITY, KANSAS

By  5/29/07  
David G. Hadel, P.E.  
Director of General Aviation Services

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Michael Klein  
Director of Administration/  
Airport Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

ELEMENT 1:

DERIVATION OF CONSULTANT PROJECT COSTS  
 CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)  
 Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services  
 Dodge City Regional Airport  
 2007 Construction: Slurry Seal & Lighting/PAPIs  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 May 21, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	75.0	\$43.11	\$3,233.25
Resident Representative	480.0	\$26.00	\$12,480.00
Sr. Civil Engineer	213.0	\$38.00	\$8,094.00
Staff Engineer	0.0	\$34.00	\$0.00
Asst. Civil Engineer	0.0	\$27.00	\$0.00
Sr. Electrical Engineer	99.0	\$37.76	\$3,738.24
Staff Electrical Engineer	0.0	\$35.40	\$0.00
Asst. Electrical Engineer	0.0	\$29.50	\$0.00
Sr. Tech.	0.0	\$25.00	\$0.00
Staff Tech.	0.0	\$19.00	\$0.00
Geotech. Engineer	8.0	\$35.40	\$283.20
Clerical	18.0	\$16.50	\$297.00
	893.00		
Total Direct Salary Costs			= \$28,125.69

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42% = \$48,494.31

3 SUBTOTAL:

Items 1 and 2 = \$76,620.00

4 PROFIT:

10.00% of Item 3 Subtotal = \$7,662.00

Subtotal \$84,282.01 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	5,550.56 Miles @	\$0.445 / Mile =	\$2,470.00
b. Transport. (field)	3.50 Months @	\$1,745.63 / Mo. =	\$6,109.72
c. Motel (office)	10.00 Nights @	\$75.00 / Night =	\$750.00
d. Motel (field)	54.00 Nights @	\$75.00 / Night =	\$4,050.00
e. Meals	68.00 Days @	\$30.00 / Day =	\$2,040.00
f. Computer CADD	8.00 Hours @	\$7.00 / Hour =	\$56.00
g. Computer Eng.	885.00 Hours @	\$3.50 / Hour =	\$3,097.50
h. Materials and Supplies		=	\$1,572.00

Total Out-of-Pocket Expenses = \$22,159.74

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$3,500.00
b. Geotechnical Engineer	=	\$6,500.00
c. Name of firm: type of work	=	
		= \$10,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$116,441.75

CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)

ELEMENT 2:

DERIVATION OF CONSULTANT PROJECT COSTS  
 PROJECT CLOSEOUT TASKS (ACE-1610)  
 Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services  
 Dodge City Regional Airport  
 2007 Construction: Slurry Seal & Lighting/PAPIs  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 May 21, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	1.0	\$43.11	\$43.11
Resident Representative	16.0	\$26.00	\$416.00
Sr. Civil Engineer	24.0	\$38.00	\$912.00
Staff Engineer	0.0	\$34.00	\$0.00
Asst. Civil Engineer	0.0	\$27.00	\$0.00
Sr. Electrical Engineer	10.0	\$37.76	\$377.60
Staff Electrical Engineer	0.0	\$35.40	\$0.00
Asst. Electrical Engineer	8.0	\$29.50	\$236.00
Sr. Tech.	12.0	\$25.00	\$300.00
Staff Tech.	8.0	\$19.00	\$152.00
Geotech. Engineer	0.0	\$35.40	\$0.00
Clerical	6.0	\$16.50	\$99.00
	85.00		
Total Direct Salary Costs			= \$2,535.71

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42% = \$4,372.07

3 SUBTOTAL:

Items 1 and 2 = \$6,907.78

4 PROFIT:

10.00% of Item 3 Subtotal = \$690.78

Subtotal = \$7,598.56

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	0.00 Miles @	\$0.445 / Mile =	\$0.00
b. Transport. (field)	0.00 Months @	\$1,745.63 / Mo. =	\$0.00
c. Motel (office)	0.00 Nights @	\$75.00 / Night =	\$0.00
d. Motel (field)	0.00 Nights @	\$75.00 / Night =	\$0.00
e. Meals	0.00 Days @	\$30.00 / Day =	\$0.00
f. Computer CADD	20.00 Hours @	\$7.00 / Hour =	\$140.00
g. Computer Eng.	65.00 Hours @	\$3.50 / Hour =	\$227.50
h. Materials and Supplies		=	\$166.00

Total Out-of-Pocket Expenses = \$586.85

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$0.00
c. Name of firm: type of work	=	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$8,185.41

PROJECT CLOSEOUT TASKS (ACE-1610)

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
 Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services  
 Dodge City Regional Airport  
 2007 Construction: Slurry Seal & Lighting/PAPIs  
**BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES**  
 May 21, 2007

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	76.00	\$43.11	\$3,276.36
Resident Representative	496.00	\$26.00	\$12,896.00
Sr. Civil Engineer	237.00	\$38.00	\$9,006.00
Staff Engineer	0.00	\$34.00	\$0.00
Asst. Civil Engineer	0.00	\$27.00	\$0.00
Sr. Electrical Engineer	109.00	\$37.76	\$4,115.84
Staff Electrical Engineer	0.00	\$35.40	\$0.00
Asst. Electrical Engineer	8.00	\$29.50	\$236.00
Sr. Tech.	12.00	\$25.00	\$300.00
Staff Tech.	8.00	\$19.00	\$152.00
Geotech. Engineer	8.00	\$35.40	\$283.20
Clerical	24.00	\$16.50	\$396.00
	978.00		

Total Direct Salary Costs = \$30,661.40

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 172.42% = \$52,866.39

3 **SUBTOTAL:**

Items 1 and 2 = \$83,527.79

4 **PROFIT:**

10.00% % of Item 3 Subtotal = \$8,352.78

Subtotal \$91,880.56 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage (office)	5550.56 Miles @	\$0.445 / Mile =	\$2,470.00
b. Transport. (field)	3.50 Months @	\$1,745.63 / Mo. =	\$6,109.72
c. Motel (office)	10.00 Nights @	\$75.00 / Night=	\$750.00
d. Motel (field)	54.00 Nights @	\$75.00 / Night=	\$4,050.00
e. Meals	68.00 Days @	\$30.00 / Day =	\$2,040.00
f. Computer CADD	28.00 Hours @	\$7.00 / Hour =	\$196.00
g. Computer Eng.	950.00 Hours @	\$3.50 / Hour =	\$3,325.00
h. Materials and Supplies		=	1738.00

Total Out-of-Pocket Expenses = \$22,746.59

6 **SUBCONTRACT COSTS:**

a. Surveyor	=	\$3,500.00
b. Geotechnical Engineer	=	\$6,500.00
c. Name of firm: type of work	=	\$0.00
		= \$10,000.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$124,627.16

**SUMMARY**

## Memorandum

To: City Commission  
Jeff Pederson, City Manager  
From: Mike Klein, Director of Administration *MK*  
Date: Wednesday, May 30, 2007  
Subject: Police Dept. In Car Digital Video Recording System  
Budget Fund & Amount  
2007 CIP \$90,000.00

Four bids were received and opened on Tuesday, May 29, 2007, at 2:00 p.m. for an In Car Digital Video Recording System to be utilized by the Dodge City Police Dept. The new video system consists of:

- 14 Flash Drive In Car Digital Video Recording Units
- Server
- Software
- Wireless Access System
- DVD Backup/Archiving System
- Power Backup
- Software Configuration and Training

The Digital In Car Video Recording System automatically transfers the data from the patrol unit to the storage and management system. The data is stored in the hard drive for 90 to 180 days depending on the incident before being copied to a DVD for permanent storage. Class 1 & 2 incidents will be available on line for a period of 90 days. Class 3 (DUI, arrest, vehicle searches) and above will be stored for 180 days. The system will automatically copy files to a DVD making them available long after they have been purged from the online storage.

Installation of the new system will be completed by our IT Dept. and Police Dept. personnel.

The new system will be replacing 14 Mobile Vision VHS Tape Recording System, which is approximately 10 years old.

The bids received are as follows:

### **Police Dept. In Car Digital Video Recording System**

#### **Integrain, Inc., Morrisville, NC**

Total Bid \$90,754.00

**I COP Digital, Inc., Lenexa KS**

Total Bid \$92,320.79

**L3 Communications, Boonton, NJ**

Total Bid **\$97,023.98**

**Radio North, Traverse City, MI**

Total Bid \$116,839.98

The two low bids do not meet specifications. They use a removable hard drive from the patrol units to transfer data to a storage system. L3 Communications meets the specifications, which includes the flash drive requirements.

Based on the bids received, Staff would recommend accepting the bid from L3 Communications, Boonton, NJ, for a total bid of \$97,023.98. This purchase is \$ 7,023.98 over budget. Documentation is attached for your review.

If you have any questions or need additional information, please contact my office.

MK/bjs

cc: John Ball, Chief of Police  
Ryan T. Reid, IT Administrator

**City of  
Dodge City**



Department of Police  
110 W. Spruce  
Dodge City, Kansas 67801 - 4423  
Phone (316) 225-8126  
FAX (316) 225-8117

May 30, 2007

To: Mike Klein

From: John K. Ball

RE: Digital Video Bids

I have reviewed the four bids received for the in car digital video systems. After review of the bids and discussions with Ryan Reid it is my recommendation that the city accept the bid from L3 Solutions. L3 Solutions provided the only system to meet all specifications listed on the RFP. One of the main reasons for the specifications listed was to insure a system that emphasized a wireless network that required less officer interaction with the system to transfer the digital video from the vehicle to the server. The two bids that did come in lower than that of L3 Solutions rely on removable hard drives. As these systems will be required to be in operation constantly, the possibility for damage to and/or failure of this type of system is greatly increased. This is a situation we cannot allow.

In car video systems are a necessity for the Police Department. The resulting archived video provides evidence for court, review of officer actions, and protection from lawsuit. The current racial profiling statute allows individuals to file a complaint with the state up to 180 days from the time of occurrence. We do not currently have the ability to retain video that long unless the tape is saved as evidence. The L3 Solutions system recommended has a larger server and provides us with the ability to archive video much longer before saving it to DVD.

The final bid received was much higher and not considered. I am aware that the L3 Solutions bid is \$7,000 over funds budgeted for this project. If it is not an option to cover the overage from the CIP budget it would be possible to provide that amount from the Police Department budget.

A handwritten signature in black ink, appearing to read 'John K. Ball', written in a cursive style. The signature is located above the printed name and title.

John K. Ball  
Chief of Police

# Memo

**To:** Mike Klein, John Ball  
**From:** R.T. Reid  
**CC:**  
**Date:** May 30, 2007  
**Re:** In Car Digital Video Bids

---

I have reviewed the four bid responses. The two low bids (Icop for \$92,320.79 and Integrian for \$90,754) do not meet the specifications put forth in the RFP due to their reliance upon rugged removable hard drives. Hard drives have more moving parts and are more prone to breakage and data loss than are flash drives.

L3 (\$97,023.98) meets specs (including the flash drive requirement) and seems to have a proposal that emphasizes automation and deemphasizes human interaction-which are elements that are very important for this project. I believe that our in house I.T. department can set up the wireless network that the L3 solution uses but arrangements will need to be made to install the cameras and transmitter in the vehicles (I do not believe L3 does either for the base bid price).

The final bidder was Radio North (\$116,839.98). They appear to meet specs but their bid was the highest; L3 appears to do more for us for less.

RTR

## Detailed System Description

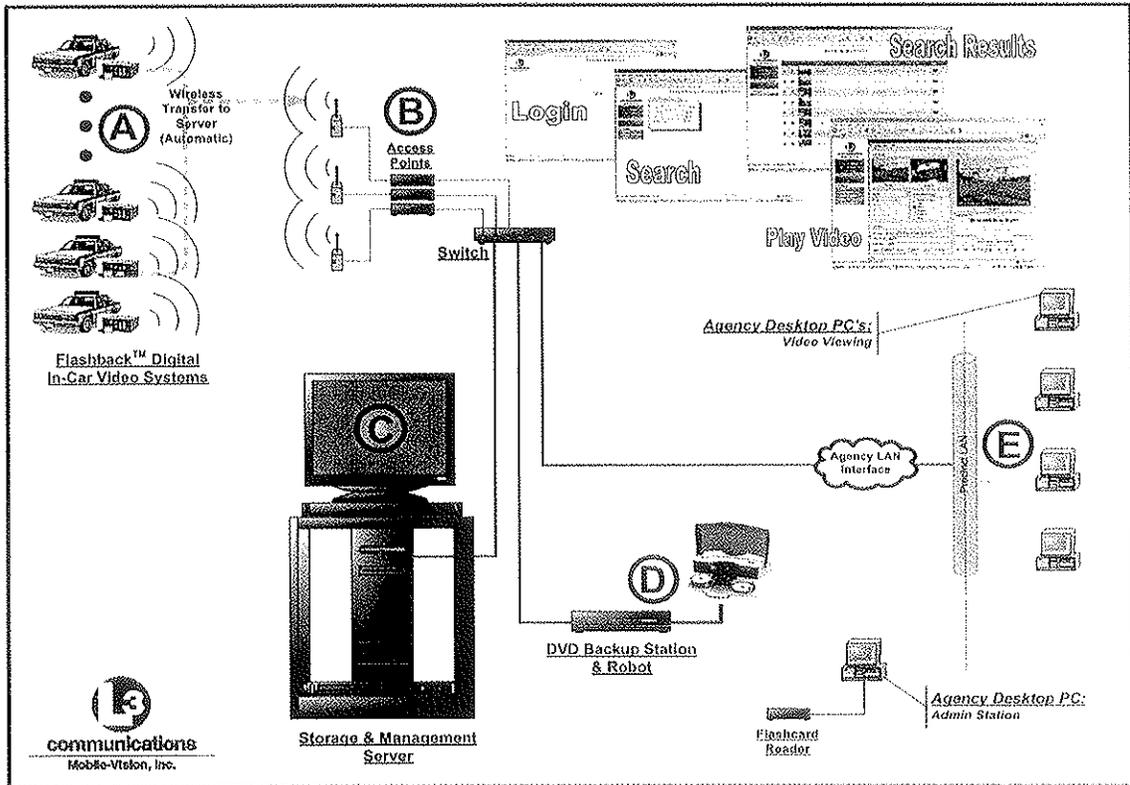
The Flashback in-car digital video recording system used in conjunction with L-3 Mobile-Vision's Digital Evidence Pro solution provides a powerful digital video evidence collection program.

Digital video is recorded, automatically transferred, easily retrieved, viewed and managed, while maintaining chain of custody.

Storage, management and archiving of the video are accommodated through a dedicated server on the agency's network. Access to digital video files is through any standard PC attached to the existing police department LAN. The search and retrieval of video is based on key data (officer, date, location, incident class, etc.).

## System Architecture

The diagram below illustrates a total L-3 Mobile-Vision in-car and substation solution. Variations in configuration are described in the text that follows.



The L-3 Mobile-Vision solution consists of five primary elements:

- A. Flashback In-Car Digital Video Recording System**
- B. File Transfer Systems**
- C. Storage & Management Server with Digital Evidence Pro or Digital Evidence Tracker Application Software**
- D. DVD Backup Station with Robot**
- E. Agency LAN Connected PCs (Viewing Stations)**

Functionally, these components work together to optimize the capture, storage, management, retrieval and distribution of law enforcement video evidence.

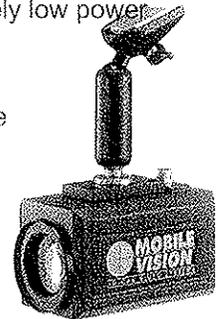
### **A. The In-Car Digital Video Recording System**

The L-3 Mobile-Vision Flashback in-car Digital Video Recorder (DVR) automatically records each incident (video, audio and metadata) with superior quality and accuracy. The RECORD mode can be activated manually or automatically by the wireless microphone, light bar, siren, vehicle speed or from two auxiliary inputs. For maximum reliability, the standard Flashback DVR records to solid-state compact flash memory. With no moving parts, the Flashback DVR is able to sustain shock, vibration, and temperature extremes well beyond the capabilities of other in-car digital systems. The compact flash memory also contributes to Flashback's compact size and extremely low power requirements.



For agencies that require extensive in-car file storage capability the Flashback DVR is also available with an 80 GB Extended Storage Unit (ESU). This consists of a lock-secured hardened hard drive.

Small enough to mount in a police console, the Flashback DVR puts all operating controls conveniently at the operator's finger tips.



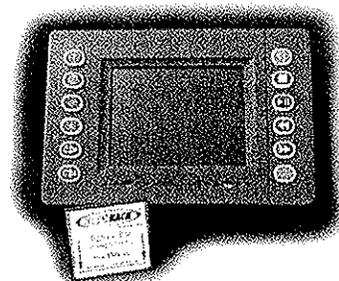
The Flashback DVR provides: programmable pre-event recording, the ability to simultaneously record two video and three audio inputs, built-in GPS, built-in 802.11 a/g LAN, and automatic power-on, power-off and file transfer. The DVR consumes up to 80% less power than other in-car systems.

The Flashback in-car system uses a forward facing color camera with 12x optical zoom and 12x digital zoom for a total zoom capability of 144x. This camera has a 1-lux sensitivity rating, which can be increased to 0.03 lux with the Nite-Watch feature, making it optimal for nighttime surveillance.

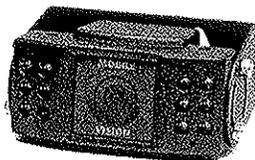
Each system is equipped with L-3 Mobile-Vision's patented VoiceLink Plus, 900 MHz digital spread spectrum, wireless microphone. This is a fully automatic device that will turn itself on whenever the DVR is recording and turn off when the DVR stops recording. An in-car microphone is also provided. The Flashback DVR can accommodate one additional VoiceLink Plus wireless microphone for vehicles that carry two officers.

A universal monitor console with flexible mounting options is available.

The console includes a 3.5-inch color LCD monitor, a speaker with adjustable volume and backlit, operational controls that duplicate the front panel controls of the Flashback DVR. This integrated design allows the DVR to be mounted in remote locations.



Also included is an internal GPS receiver, which provides location, speed and sets all DVR clocks to the worldwide GPS system.



An **optional** rear camera is available for recording the backseat area. It has a wide-angle lens and its own infrared illumination source to allow it to record in total darkness, and an internal microphone for recording conversations within the vehicle. The rear camera records in color during the day and in black and white at night.

An important feature of the Flashback in-car system is the ability to designate an incident classification immediately after the incident is concluded. This classification (or priority level) is passed to the server where definable operational rules allow for the automated processing and categorization of specific classes of incidents (e.g. DUI, Domestic, Accident, etc.).

## **B. File Transfer**

The file transfer system provides a means of transferring digital video files in the DVR's compact flash memory to the server [C]. For agencies with larger volumes of vehicles, the recommended method of transfer is wireless because it streamlines the collection of digital video evidence. Through this method, video is automatically collected, transferred and stored while maintaining chain of custody. For convenience, the Flashback DVR provides three methods to transfer files:

### **Wireless**

Each Flashback system comes complete with an internal 802.11a/g wireless LAN and antenna. To accommodate wireless transfer, one or more "hot spots" need to be provided in the vicinity of the area in which cars will park. A *hot spot* consists of an 802.11a/g wireless access point with suitable antenna.

Once the system is in place, wireless transfer of digital video files takes place automatically each time a Flashback equipped vehicle is in the vicinity of a *hot spot*. After the files have been transferred from the car to the server they are verified for accuracy and then automatically deleted from the DVR.

Typically each recorded incident can be transferred in approximately two minutes. This is a completely hands-free, secure operation designed to protect the integrity of your digital video evidence. There are no lost video files or compromises in procedures. Significant man-hours are saved compared to manually transferring and storing hard drives, tapes or DVDs.

### **Ethernet**

The Flashback DVR provides an Ethernet connector through which files can be transferred. This process requires a wired Ethernet connection, which provides fast, secure transfer.

### **Manual**

Video evidence files can also be directly transferred to the capture station by manually inserting the DVR's compact flash memory into a flash card reader.

### **Extended Storage Unit**

Any of the above methods can be used when using the ESU. However, most users will find that removing the secured hard drive from the Flashback DVR will be most convenient.



### **Case File Management**

Digital Evidence Pro has a unique case management module that allows for the creation and management of judicial case files. As with all aspects of this system this is a simple point and click operation. Multiple digital video files (and other rich media) can be added to a case file (e.g. the in-car chase the, subsequent interviews, crime scene digital photos, the digital 911 call, reports, etc.) This entire case build process can be tracked and output.

### **Distribution of Video and Fulfillment of Disclosure Requests**

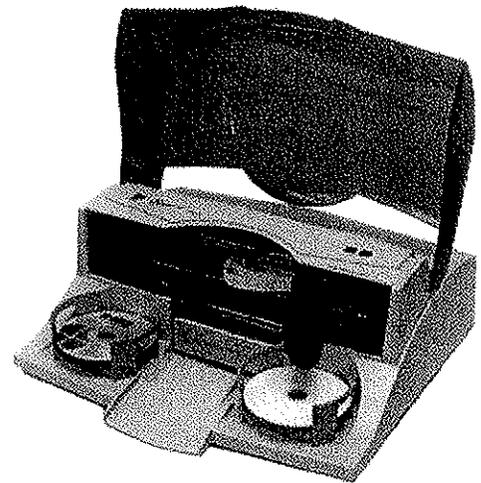
From the local viewing stations [E], the user can copy to DVD or CD by utilizing a simple output utility. Files can be renamed with case number or other identifier and saved in L-3 Mobile-Vision's secure format or they can be saved as standard AVI files. This is a simple desktop PC request. The system automatically creates and labels a DVD.

### **Security**

The security utilized within Flashback is unmatched in the industry. The DE Pro solution contains multiple levels of security designed to protect against unauthorized access or editing and to ensure file authenticity and chain of custody. Network and access security is addressed through: encryption, address specific communication, firewall implementation, user name/password and hierarchical privilege levels to prevent unauthorized server access. File integrity includes the use of frame-level (MD4 hash) digital fingerprinting, which is a security measure that other in-car systems apply at the global file-level. Additionally, the creation of unalterable copies to non-rewritable media ensures the ultimate in file integrity. Physical, lockable security is enabled for both the in-car DVR and the server. And finally, the entire lifecycle of the video evidence is completely documented with all activity recorded, logged and documented.

### **D. DVD Backup Station with Robot**

For security and long-term retention purposes, the Flashback solution archives video files to DVD. Upon receiving the video from the storage & management server [C], the backup station automatically consolidates a group of recorded incidents (typically 15-20 per DVD) and copies them to DVD.



The backup station consists of a management server [C] (with application control software) and a DVD robot with integrated printer. The automatic DVD archiving robot has a capacity of 25 DVDs and is capable of archiving approximately 120 hours of digital video data files in one load cycle. The process is fully automatic — once a DVD is full, it is labeled and numbered.

The DVDs are read only discs to ensure the integrity of the recorded digital video data files and are exact duplicates of the files recorded by the Flashback DVR systems. This redundant (dual-media) architecture assures that unalterable copies exist for secure “disaster recovery”. They also provide an unquestionable chain of custody compliance as well as a cost-effective, long-term archiving solution.

This archiving process is automatic — the operator only needs to be sure that the robot has DVD media in the feed bin. Because there is a 25 DVD capacity, this is typically a weekly or monthly task depending on volume of recorded incidents.

Video files that were not tagged as potential evidence roll from the RAID system (but are retained on the DVD archive). Accessing video files after their RAID life has expired is simple and automated. A system user (from their desktop PC) searches for files as usual. However, when the search results are returned (with file metadata and thumbnail images), the video file will not play and the user is asked if this video should be restored. A single click, YES, automatically identifies the appropriate DVD number and notifies the administrator which DVD number should be restored. The administrator need only insert the identified DVD and the video is reloaded and accessible thereafter through the online system.

#### **E. LAN Connected Agency PCs (Viewing Stations)**

When it is necessary to access video files, the user logs onto any networked PC and simply browses for an incident by date, car identifier and time. The user’s access is limited by user name and password. All operations are simple “point & click” — if the user can use a web browser, they can use the Flashback digital video management solution!