

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Monday, December 17, 2018

7:00 p.m.

MEETING #5115

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Assistant Pastor Joshua Middlebrooks

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

2018 Budget Amendments

## **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).

Micro Racecar and Go Cart Track at Dodge City Raceway Park Update. Assistant City Manager/Public Affairs Melissa McCoy.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 3, 2018;
2. Approval of City Commission Meeting, December 8, 2018;
3. Appropriation Ordinance No.24, December 17, 2018;
4. Approval of City Manager Contract Addendum.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3702:** An Ordinance Granting Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas Corporation, its Lessees, Successors and Assigns a Natural Gas Franchise and the Authority to Construct, Operate, Maintain and Extend a Natural Gas

Distribution Plant and System, and Granting the Right to use the Streets, Alleys and Other Public Places within the Present or Future Corporate Limits of the City of Dodge City. Report by City Manager, Cherise Tieben.

**Resolution No. 2018-29:** A Resolution Designating the Fidelity State Bank and Trust Company, Dodge City, Kansas as an Official Depository Bank, and Stating the Official Signers on the Accounts. Report by Finance Director/City Clerk, Nannette Pogue.

**Resolution No. 2018-30:** A Resolution Designating the Bank of the West, Dodge City, Kansas as an Official Depository Bank, and Stating the Official Signers on the Accounts. Report by Finance Director/City Clerk, Nannette Pogue.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of 2018 Budget Amendments. Report by Assistant to Finance Director, Nicole May.
2. Approval of Heritage District Parking Lot Landscape. Report by Director of Engineering, Ray Slattery.
3. Approval of Quote for Street Lights for Soule Street Extension. Report by Director of Engineering, Ray Slattery.
4. Approval of Bids for Phase 3 of SCADA Replacement for Water Towers and Wells and Wastewater Lift Stations. Report by Director of Public Works, Corey Keller.
5. Approval of Change Orders for Airport Runway Construction. Report by Director of Public Works, Corey Keller.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, December 3, 2018

7:00 p.m.

MEETING #5113

## **CALL TO ORDER**

**ROLL CALL:** Mayor Kent Smoll, Commissioners Brian Delzeit, Joyce Warshaw, and Rick Sowers. Commissioner Jan Scoggins was reported absent.

**INVOCATION** by Pastor Albert Shrock of Bible Baptist Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Mayor Kent Smoll read the proclamation on Veterans Suicide Awareness and proclaimed the month of December as Veterans Suicide Awareness Month.

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

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, November 19, 2018;
2. Appropriation Ordinance No.23, December 3, 2018;
3. Cereal Malt Beverage License:
  - a. Murphy Oil USA #7483, 1907 N. 14<sup>th</sup> Avenue.

Commissioner Joyce Warshaw moved to approve the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3701:** An Ordinance authorizing and providing for the issuance of General Obligation Bonds, Series 2018-A, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said bonds as they become due; authorizing certain other documents and actions in connection therewith; and making certain covenants with respect thereto.

**Resolution No. 2018-26:** A Resolution prescribing the form and details of and authorizing and directing the sale and delivery of General Obligation Bonds, Series 2018- A, of the City of

Dodge City, Kansas, previously authorized by Ordinance No. 3701 of the issuer; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Commissioner Rick Sowers moved that the bid for \$4,105,000 General Obligation Bonds, Series 2018-A, for a true interest rate of 3.055816% from Robert W. Baird be accepted, the Mayor and Clerk be authorized and directed to execute the bid form selling the Bonds to the best bidder on the basis of the bid and the terms specified in the Notice of Bond Sale, the Ordinance be passed and the Resolution be adopted. The motion was seconded by Commissioner Brian Delzeit. The motion was carried by a vote of 4-0.

**Resolution No. 2018-27:** A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2018-1, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Commissioner Joyce Warshaw moved that the bid for \$990,000 General Obligation Temporary Notes for a true interests rate of 2.423130% from County Club Bank be accepted, the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale, and the Resolution be adopted. The motion was seconded by Commissioner Brian Delzeit. The motion was carried by a vote 4-0.

**Resolution No. 2018-28:** A Resolution Authorizing and Directing the Issuance, Sale and Delivery of the Taxable General Obligation Temporary Notes, Series 2018-2, of the City of Dodge City, Kansas; providing for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal of and interest on said notes as they become due; making certain covenants and agreements to provide for the payment and security thereof; and authorizing certain other documents and actions connected therewith.

Commissioner Joyce Warshaw moved that the bid for \$4,965,000 Taxable General Obligation Bonds from Oppeneimer & Co., Inc. for a true interest cost of 2.984039% be accepted, the Mayor and Clerk be authorized and directed to execute the bid form selling the Notes to the best bidder on the basis of the bid and the terms specified in the Notice of Note Sale, and the Resolution be adopted. The motion was seconded by Commissioner Brian Delzeit. The motion was carried by a vote of 4-0.

**Resolution No. 2018-25:** A Resolution Describing and Defining the Boundary of the City of Dodge City, Kansas was approved on a motion by Commissioner Brian Delzeit. Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

**NEW BUSINESS**

1. Commissioner Joyce Warshaw moved to approve the bid from Kansas Golf & Turf in the amount of \$55,000 for a Wing Deck Rotary Mower for the Cemetery Department. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.
2. Commissioner Brian Delzeit moved to approve the bid from Key Equipment in the amount of \$211,895 for a Street Sweeper for the Public Works Street Department. Commissioner Rick Sowers seconded the motion. The motion carried 4-0.
3. Commissioner Brian Delzeit moved to approve the City's Legislative agenda; Commissioner Rick Sowers seconded the motion. The motion carried 4-0.
4. Commissioner Rick Sowers moved to approve the Allocation of 2018 Special Alcohol and Drug Funds as follows:

<b>Organization</b>	<b>Project</b>	<b>Recommendation</b>
Compass Behavioral Health	Dual Diagnosis services	14,500
Dodge City Police Dept – GREAT Program	Supplies and training for GREAT Program	1,500
New Chance	Assist with social detox position & bilingual licensed counselor position	69,500
Friends of Recovery	Oxford Houses of Dodge City	9,500

Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

**OTHER BUSINESS**

Nannette Pogue

- Reported that she gave a packet to the Commissioners that included information that would be discussed at the Commission Retreat that will be held on December 8<sup>th</sup> in the City Commission meeting room.
- Reminder that the City Christmas party will be held on December 7<sup>th</sup> at the Boot Hill Casino and Resort Conference Center.

Melissa McCoy

- Reported about the University Center activity and that she will be attending and presenting to Seward County and the hospital.

Commissioner Rick Sowers

Commissioner Joyce Warshaw

Commissioner Brian Delzeit

Mayor Kent Smoll

- Thanked everyone for attending the Christmas Parade. There were a lot of people in attendance and the activity at the Mayor's Christmas tree and the drawing for the gifts there was a great addition.
- Shop local and shop often. Local merchants have plenty to purchase this season.

**ADJOURNMENT**

Commissioner Joyce Warshaw moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

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Mayor

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City Clerk

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Saturday, December 8, 2018

8:00 a.m.

MEETING #5114

## **CALL TO ORDER**

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

Cherise Tieben, City Manager, reviewed the 2018 Goals with the Commission. She presented the goals and where the City is with each subject.

The Commission, City Manager, and staff discussed and established 2019 Goals.

## **EXECUTIVE SESSION**

At 10:55 Commissioner Jan Scoggins moved to recess into executive session pursuant to the “personnel matters of nonelected personnel” exception found in K.S.A. 75-4319(b)(1). The justification for closing the meeting is to protect the privacies of the individuals to be discussed. The meeting will resume in the City Commission Chamber in 30 minutes at 11:30. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

At 11:30 the City Commission resumed into Regular Session.

## **ADJOURNMENT**

Commissioner Joyce Warshaw moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

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Mayor

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City Clerk

## Memorandum

*To: City Commissioners*  
*From: Cherise Tieben, City Manager*  
*Date: December 12, 2018*  
*Subject: Black Hills Gas Franchise*  
*Agenda Item: Ordinance No. 3702*

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**Recommendation:** Staff recommends approval of Ordinance 3702 granting a natural gas franchise to Black Hills Energy.

**Background:** The City of Dodge City enters into franchise agreements with our local utilities who utilize our streets, alleys and other public easements/right of ways to provide their services to our community members. Previously we have had a system of assessing the franchise fee in a fashion that attempted to maintain a certain financial end result. Obviously that was challenging when revenues were heavily subject to weather. Black Hills notified us that they are trying to move away from that system and break down their franchise fees by rates per class of users. The following rates are applicable to gross receipts and are utilized in the proposed agreement:

*General System Sales Customers (residential & some commercial) – 3%*

*Transportation Customers (Small & Large) – 3% + a volumetric rate of \$.02/therm x volumes transported*

*Large Volume Transport Customers (use in excess 850,000 MMBtu per year) - 3% + a Volumetric rate of \$.012/therm x volumes transported*

**Justification:** By granting a franchise fee we are theoretically having the other utility providers participate in funding the acquisition of future right of way and easements that are used to transport utility services to their customers. This is passed on to the customers.

**Financial Considerations:** As we worked through the rate structure, we attempted to utilize a system that was comparable to what has been charged in the past. The only one that should notice a change, is the Large Volume Transport Customers as that charge has never been applied in the past, yet the utilize the same pipelines for the gas service.

**Purpose/Mission:** Together, we endeavor to provide a safe and secure workplace and community.

**Legal Considerations:** The franchise agreement has been reviewed by the City Attorney.

## **Ordinance No. 3702**

**An Ordinance granting Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas corporation, its lessees, successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City of Dodge City, Kansas**

Be it ordained by the Governing Body of the City of Dodge City, KS as follows:

### **FRANCHISE GRANTED**

The City of Dodge City, KS (hereinafter referred to as "Grantor"), hereby grants a non-exclusive franchise to Black Hills/Kansas Gas Utility Company, LLC d/b/a Black Hills Energy, a Kansas limited liability corporation (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over, above or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public easements as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas and other operations connected therewith or incident thereto for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, poles, communication devices, conduits and all other apparatus and appliances necessary or convenient for transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

### **TERM**

The rights and privileges granted hereunder shall remain in effect for a period of Twenty (20) years from the effective date of this Ordinance.

### **FRANCHISE FEES OR TAXES**

In exchange for the franchise granted herein, Grantee shall collect from its gas customers located within the corporate limits of Grantor and pay to Grantor an amount equal to the following customer classes:

**General System Sales Customers (includes residential and commercial customers):** Three percent (3%) of gross receipts;

**Transportation Customers (Transport Small [TS] and Transport Large [TL] commercial customers):** Three percent (3%) of gross receipts plus a Volumetric Rate of \$.02/therm times volumes transported (Volumetric Fee).

**Large Volume Transport Customer Fee:** Three percent (3%) of gross receipts plus a Volumetric Rate of \$.012/therm times the volumes transported (Volumetric Fee) to a Large Volume Transport Customer as defined below.

Gross receipts as used herein are revenues received from the sale, distribution or transportation of gas, after adjustment for the net write-off of uncollectible accounts and corrections of bills theretofore rendered. Large Volume Transport Customer shall mean a customer which has quantities of natural gas delivered or transported to the Large Volume Transport Customer in excess of 850,000 MMBtu in a calendar year.

Except for permit fees, the amount paid by Grantee shall be in lieu of, and Grantee shall be exempt from, all other fees, charges, taxes or assessments which the Grantor may impose for the privilege of doing business within the present or future corporate limits of Grantor, including, without limitation, excise taxes, occupation taxes, licensing fees, , and in the event the Grantor imposes any such fee, charge, tax or assessment, the payment to be made by Grantee in accordance with this section shall be reduced in an amount equal to any such fee, charge, tax or assessment imposed upon the Grantee. Ad valorem property taxes imposed generally upon all real and personal property within the present or future corporate limits of Grantor shall not be deemed to affect Grantee's obligations under this section.

Grantee shall report and pay any amount payable under this section on a monthly basis. Such payment shall be made no more than thirty (30) days following the close of the period for which payment is due. Initial and final payments shall be prorated for the portions of the periods at the beginning and end of the term of this Ordinance.

Grantee shall list the franchise fee collected from customers as a separate item on bills for utility service issued to its customers. If at any time the Kansas Corporation Commission or other authority having proper jurisdiction prohibits such recovery, then Grantee will no longer be obligated to collect and pay the franchise fee. Any customer refunds ordered by the Commission or other authority due to an unlawful or prohibited collection of the franchise fee collected by Grantee and remitted to Grantor shall be refunded by Grantor.

Within ten (10) days of the date of this ordinance, Grantor shall provide Grantee with a map of its corporate limits (the "Map"). The Map shall be of sufficient detail to assist Grantee in determining whether their customers reside within Grantor's corporate limits. The Map along with Grantee's Geographic Information System ("GIS") mapping information shall serve as the basis for determining Grantee's obligation hereunder to collect and pay the franchise fee from customers; provided, however, that if the Grantor's corporate limits are changed by annexation or otherwise, it shall be the Grantor's sole responsibility to (a) update the Map so that the changes are included therein, and (b) provide the updated Map to the Grantee.

Grantee's obligation to collect and pay the franchise fee from customers within an annexed area shall not commence until the later: (a) of sixty (60) days after Grantee's receipt from the Grantor of an updated Map including the annexed area, or (b) after Grantee's receipt from the Grantor of an updated Map including the annexed area as is reasonably necessary for Grantee to identify the customers in the annexed area obligated to pay the franchise fee; provided, further that neither

party shall have the obligation to correct a mistake, including but not limited to collection of the fee by Grantee from its customers or remittance of that fee by Grantee to Grantor, that is discovered more than one (1) year after the occurrence thereof. Grantor shall indemnify Grantee from claims of any nature, including attorney fees, arising out of or related to the imposition and collection of the franchise fee. In addition, Grantee shall not be liable for paying franchise fees from or to any customer originally or subsequently identified, or incorrectly identified, by Grantor or by Grantee, as being subject to the franchise fee or being subject to a different level of franchise fees or being exempt from the imposition of franchise fees.

Grantor shall have access to and the right to examine, during normal business hours, such of Grantee's books, receipts, files, records and documents as is necessary to verify the accuracy of payments due hereunder. If it is determined that a mistake was made in the payment of any franchise fee required hereunder, the mistake shall be corrected promptly upon discovery such that any under-payment by Grantee shall be paid within thirty (30) days of recalculation of the amount due, and any over-payment by Grantee shall be deducted from the next payment of such franchise fee due by Grantee to Grantor.

Grantor or Grantee may review the Franchise Fee provision, and propose an amendment to the Ordinance to alter the Franchise Fee at any time in any year until the third (3rd) anniversary of the effective date of this Ordinance, and once every five (5) years thereafter until the franchise term expires.

Grantor shall notify Grantee in writing, no later than sixty (60) days before the Franchise Fee would take effect if Grantor desires to amend the Franchise Fee. The Ordinance shall be amended only in a manner that modifies the Franchise Fee and is mutually agreed upon by Grantor and Grantee. The Grantor and Grantee shall negotiate in good faith to agree upon mutually satisfactory amendment(s) to the Franchise Fee. This Ordinance shall continue as written, unless amended as provided in this section. The effective date of this Ordinance and any amendments thereto shall be determined pursuant to state law.

## **GOVERNING RULES AND REGULATIONS**

The franchise granted hereunder is subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by state or federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee, shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body having proper jurisdiction take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken. In determining the rights and duties of the Grantee, the terms of this Ordinance shall take precedence over any conflicting terms or requirements contained in any other ordinance enacted by the Grantor.

### **PROVISION FOR INADEQUATE ENERGY SUPPLIES**

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

### **CONSTRUCTION AND MAINTENANCE OF GRANTEE'S FACILITIES**

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and the general public as is reasonably necessary, and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good a condition as existed immediately prior to excavation.

Grantee agrees that for the term of this franchise, it will use its best efforts to maintain its facilities and equipment in a condition sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance and will fix its excavations within a commercially reasonable time period, except that in emergency situations Grantee shall take such immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible. Within a reasonable time thereafter, Grantee shall request and Grantor shall issue any permits or authorizations required by Grantor for the actions conducted by Grantee during the emergency situation.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affects Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements, and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which the work is to proceed. The notice shall be given to the Grantee as soon as practical in advance of the actual commencement of the work, considering seasonable working conditions, to permit the Grantee to make any additions, alterations, or repairs to its facilities.

### **EXTENSION OF GRANTEE'S FACILITIES**

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria as approved by the Kansas Corporation Commission make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

### **RELOCATION OF GRANTEE'S FACILITIES**

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, unless otherwise reimbursed by federal, state or local legislative act or governmental agency, Grantee, upon reasonable notice from Grantor, shall

remove and relocate its facilities or equipment situated in the public rights-of-way, at the cost and expense of Grantee, if such removal is necessary to prevent interference with Grantor's facilities.

If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference with such project, then Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment.

Grantor shall consider reasonable alternatives in designing its public works projects and exercising its authority under this section so as not to arbitrarily cause Grantee unreasonable additional expense. If alternative public right-of-way space is available, Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of an order or request to vacate a public right-of-way; provided, however, that its receipt of such notice shall not deprive Grantee of its right to operate and maintain its existing facilities in such public right-of way until it (a) if applicable, receives the reasonable cost of relocating the same and (b) obtains a reasonable public right-of-way, dedicated utility easement, or private easement alternative location for such facilities.

#### **CONFIDENTIAL INFORMATION**

Grantor acknowledges that certain information it might request from Grantee pursuant to this Ordinance may be of a proprietary and confidential nature, and that such requests may be subject to the Homeland Security Act or other confidentiality protections under state or federal law. If Grantee requests that any information provided by Grantee to Grantor be kept confidential due to its proprietary or commercial value, Grantor and its employees, agents and representatives shall maintain the confidentiality of such information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such proprietary or confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief.

#### **FORCE MAJEURE**

It shall not be a breach or default under this Ordinance if either party fails to perform its obligations hereunder due to force majeure. Force majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and (4) any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid force majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance of its obligations hereunder; provided, however, that this provision shall not obligate a party to settle any labor strike.

#### **HOLD HARMLESS AND INDEMNIFY**

Grantee, during the term of this Ordinance, agrees to hold Grantor harmless and indemnify Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in constructing, operating, and maintaining its distribution and transmission facilities or equipment; provided, however, that Grantee need not save Grantor harmless from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

**SUCCESSORS AND ASSIGNS**

All rights, privileges and authority granted to Grantee hereunder shall inure to the benefit of Grantee's lessees, successors and assigns, subject to the terms, provisions and conditions herein contained, and all obligations imposed upon Grantee hereunder shall be binding upon Grantee's lessees, successors and assigns.

**NO THIRD PARTY BENEFICIARIES**

This Ordinance constitutes a franchise agreement between the Grantor and Grantee. No provision of this Ordinance shall inure to the benefit of any third person, including the public at large, so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action for any person not a party hereto.

**SEVERABILITY**

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

**NON WAIVER**

Any waiver of any obligation or default under this Ordinance shall not be construed as a waiver of any future defaults, whether of like or different character.

**REPEAL CONFLICTING ORDINANCES**

This Ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to the franchise granted by Grantor hereunder, and the same shall supersede all prior ordinances relating thereto, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed.

**EFFECT AND INTERPRETATION OF ORDINANCE**

The captions that precede each section of this Ordinance are for convenience and/or reference only and shall not be taken into consideration in the interpretation of any of the provisions of this Ordinance.

**NOTICES**

Any notices required to be given hereunder, including those required under the Franchise Fees Section, shall be sent to the following:

If to Grantee:            Monique Pope  
                                  Black Hills Energy  
                                  2330 N. Hoover Road  
                                  Wichita, KS 67205

If to Grantor:           Nannette Pogue  
                                  City Clerk  
                                  City of Dodge City  
                                  806 N. 2<sup>nd</sup> Avenue  
                                  Dodge City, KS 67801

**EFFECTIVE DATE AND ACCEPTANCE**

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon Grantee’s acceptance by written instrument, within sixty (60) days of passage by the Governing Body, and filing with the Clerk of the City of Dodge City, KS. The Clerk of the City of Dodge City, KS shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance, either express in writing its objections to any terms or provisions contained therein, or reject this Ordinance in its entirety, Grantee shall be deemed to have accepted this Ordinance and all of its terms and conditions.

Passed and approved by the Governing Body of the City of Dodge City, KS, this X day of December, 2018.

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E. Kent Smoll  
Mayor of Dodge City

Attest:

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Nannette Pogue  
Clerk of City of Dodge City, KS

## *Memorandum*

*To: Cherise Tieben City Manager*  
*From: Nannette Pogue*  
*Date: December 12, 2018*  
*Subject: Resolution No. 2018-29*  
*Agenda Item: Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Resolution No. 2018-29

**Background:** The City currently uses Fidelity State Bank as our official depository. We have renewed the signature cards for the City's accounts at the bank to delete Dot Sumaya and add Jennie Keller. The resolution authorizes Fidelity State Bank as an official depository and authorizes all of the accounts that the City currently has established there.

**Justification:** It is required by the bank to have City Commission authorization via a Resolution of the City to add names to and reiterate the names currently authorized to sign on the accounts.

**Financial Considerations:** None

**Purpose/Mission:** To promote open communications, honesty and integrity.

**Legal Considerations:** None

**Attachments:** Resolution No. 2018-29

RESOLUTION NO. 2018-29

A RESOLUTION DESIGNATING THE FIDELITY STATE BANK AND TRUST COMPANY, DODGE CITY, KANSAS, AS AN OFFICIAL DEPOSITORY BANK, AND STATING THE OFFICIAL SIGNERS ON THE ACCOUNTS

WHEREAS, K.S.A. 9-1401 requires the Governing Body of the City of Dodge City designated by official action, the financial institutions which shall serve as depositories of City Funds;

AND WHEREAS, the Governing Body has voted to designate The Fidelity State Bank and Trust Company, 510 N. Second Avenue, Dodge City, Kansas as an official depository for City funds.

NOW THEREFORE, be it resolved by the Governing Body of the City of Dodge City that The Fidelity State Bank and Trust Company, Dodge City, Kansas is designated as a depository for the City of Dodge City funds.

BE IT FURTHER RESOLVED that the following accounts are hereby authorized and all checks, drafts, notes or orders drawn against the stated accounts must be signed as shall be certified to The Fidelity State Bank and Trust Company, Dodge City, Kansas and no checks, drafts, notes or orders drawn against said accounts shall be valid unless signed as certified. The authorized signers on each account are stated below.

- A. City of Dodge City, General Funds – Account Number 02-200-4.  
Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May
- B. City of Dodge City, Department of Parks and Recreation – Account Number 02-205-3. Authorized signers: Caitlyn Alvarado, Troy Brown, Nannette Pogue, Nicole May and Jennie Keller
- C. City of Dodge City, Revolving Account – Account Number 02-210-3.  
Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May
- D. City of Dodge City, HSA Funding Account – Account Number 02-215-2.  
Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May
- E. City of Dodge City, Employee Flexible Spending Account – Account Number 02-220-2. Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May
- F. City of Dodge City, Long Branch Lagoon – Account Number 108174.  
Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May

- G. City of Dodge City, Medical Self Insurance – Account Number 107571. Authorized signers: Cherise Tieben, Nannette Pogue, Jennie Keller, and Nicole May
- H. City of Dodge City, Credit Card Receipt Account – Account Number 108012. Authorized signers: Cherise Tieben, Jennie Keller, Dot Sumaya, and Nicole May
- I. Dodge City Municipal Band – Account Number 29-862-0. Authorized signatures: Bettye Young, Joan Welchel, Nicole May

BE IT FURTHER RESOLVED that certification of persons authorized to sign on the above stated accounts shall also be provided to The Fidelity State Bank and Trust Company, Dodge City, Kansas by the City Manager of Dodge City and the City Clerk.

BE IT FURTHER RESOLVED that this resolution shall continue to have effect until express written notice of its rescission or modification has been received by the Fidelity State Bank and Trust Company, Dodge City, Kansas.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

\_\_\_\_\_  
Mayor

ATTEST:

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

## *Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue*  
*Date: December 12, 2018*  
*Subject: Resolution No. 2018-30*  
*Agenda Item Ordinances and Resolutions*

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**Recommendation:** I recommend the approval of Resolution No. 2018-30

**Background:** Whenever the City changes authorized signatures on an account(s) at a financial institution, the bank will require a Resolution of the City authorizing the signers to the accounts. All accounts are properly collateralized for public funds. On the accounts at Bank of the West, we are taking off Dot Sumaya's name because she is retiring and adding Jennie Keller, who is replacing Dot's position and Nicole May.

**Justification:** It is required by the bank to have City Commission authorization via a Resolution of the City.

**Financial Considerations:** None

**Purpose/Mission:** To promote open communications, honesty and integrity.

**Legal Considerations:** None

**Attachments:** Resolution No. 2018-30

## Resolution No. 2018-30

### A Resolution Designating Bank Accounts at Bank of the West and Authorizing Signers

**BE IT RESOLVED** that the City of Dodge City authorizes the following individuals named below:

Nannette Pogue, Finance Director/City Clerk  
Nicole May, Assistant Finance Director  
Jennie Keller, Assistant to the Finance Director

(each an “Authorized Representative”) and acting alone, to: (1) establish with Bank of the West (the “Bank”) one or more deposit accounts all such deposit accounts have the same ownership and Authorized Signer(s) as provided on the City of Dodge City Signature Card dated 10/29/2014 (“Signature Card”) (2) open one or more additional deposit account(s) at a future date under the Signature Card; provided the ownership and Authorized Signer(s) of the new deposit account(s) is/are the same as the ownership and Authorized Signer(s) on the Signature Card; (3) designate from time to time persons to manage, operate, or otherwise provide instructions regarding each deposit account (“Authorized Signers”) and (4) contract for such other banking services as any Authorized Representative deems necessary or appropriate to manage this organization’s deposit accounts;

**RESOLVED FURTHER**, that the City of Dodge City adopts for each deposit account (a) the Bank’s Deposit Account Disclosure for Business Accounts and Schedule of Fees and Charges for Business Accounts, as added to, deleted from or otherwise amended from time to time; (b) this Signature Card; and (c) any addenda thereto, which is incorporated by this reference, for each deposit account it opens;;

The following accounts have been established at Bank of the West:

Checking Account #036151779  
Money Market Account #036151787

**RESOLVED FURTHER**, that the person(s) designated as Authorized Signer(s) are authorized to transact on all current and future deposit accounts opened under the Signature Card. The authority granted to each Authorized Signer includes, but is not limited to, authority to sign checks and other items and to give Bank other instructions to withdraw funds, to endorse and deposit checks and other items that are payable to or that belong to the Organization, and to transact other business relating to each of this Organization’s deposit accounts.

**RESOLVED FURTHER**, that the authority conferred is in addition to any other, including conflicting authorizations, in effect and shall remain in force until Bank receives written notice of its revocation at the office where the deposit account is maintained or at such other location as the Bank may direct.

CERTIFICATE

I further certify that the Authorized Representatives are authorized (a) to establish deposit accounts for the City of Dodge City; (b) to designate persons to operate each deposit account; and (c) to provide Bank with future instructions regarding the opening, closing, or management of any of this Organization's deposit accounts, including the designation of Authorized signer(s), and the certification that such Authorized Signers' signatures are accurate and genuine

I certify that I am the Mayor of the City of Dodge City; that the foregoing is a complete, true and correct copy of the resolution of the City Commission of the City of Dodge City, and that the resolution is in full force and effect and has not been amended or revoked and does not exceed the objects or powers of the City of Dodge City.

IN WITNESS WHEREOF, I have hereunto set my hand as Mayor of the City of Dodge City.

\_\_\_\_\_  
Mayor

Dated:

ATTEST:

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

## *Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue/Nicole May*  
*Date: December 11, 2018*  
*Subject: Approval of 2018 Budget Amendments*

*Agenda Item Public Hearing and New Business*

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**Recommendation:** I recommend the approval 2018 Budget Amendments.

**Background:** Kansas law provides that each year municipalities set a budget for each of the funds that the municipality has. It also provides that if the revenues exceed what was budgeted and the expenditures exceed the budget, the budget can be amended by going through the same procedure as when the budget was originally adopted. The 2018 budget was passed by the City Commission in August of 2017. A public hearing notice was published in the December 8<sup>th</sup> 2018, edition of the Dodge City Daily Globe notifying the public that the City Commission would hold a public hearing to consider the amendments for the 2018 budget.

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

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

Special Highway – This amendment was required to allow for the purchase of the street sweeper approved at the December 3, 2018 meeting. There was sufficient cash in the fund to allow for the purchase but additional budget authority was needed.

Transient Guest Tax – 2% - This amendment was required due to the assistance given to Boot Hill for the purchase of the former Chamber building. This item was not originally budgeted in this fund.

Community Improvement District – This amendment was required due to an increase in collections in sales tax in the 4 CID districts. The collections from 2 of the districts are passed through to the business owner.

Rural Housing Incentive District Fund – This amendment is required due to a developer requesting funds to pay the deposit to Victory Electric for electric service to the houses

being built in Wagon Wheel II. This is an eligible RHID expense and as the houses are built and electric service is established the deposit will be refunded to the City and placed back into the RHID fund. The developer also had funds available to him that were being held in this fund from other developments he has constructed. Funds are available to pay the additional amount.

Sales Tax Fund – This amendment was required due to transfers to the debt service funds being figured incorrectly in the amount of \$1,165,600. There was also additional funding needed at the Events Center due to an additional payment made for the 2017 operating year. The Waterpark division was over budget due to the contract with Standguard being more than budgeted. However, although this amount was over budget, it was only slightly higher than was paid in 2017.

Sales Tax Fund – Organizational Funding – This amendment was required due to the additional salaries being paid because of a promotion that took place in July.

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

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

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



## Memorandum

*To: City Manager  
City Commissioners*

*From: Ray Slattery, PE  
Director of Engineering*

*Date: December 11, 2018*

*Subject: Heritage District Parking Lot  
Landscape,  
KDOT # - 29 TE-0449-01  
Dodge City # - CA 1603*

*Agenda Item: New Business*

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**Recommendation:** Basically we have two identical bids in terms of the total cost of the project. Al's H<sub>2</sub>O, Minneola, Ks, submitted the low bid for the project in the amount of \$199,422.11, but has a stipulation on the bid that Bermuda Sod not available until after June 30<sup>th</sup>. He has indicated that it will take him two weeks +/- to install the sod once he has it on site. The second bid is from Furr Lawn Care, LLC, Liberal, Ks, in the amount of \$199,520.12. Which is \$98.01 higher than Al's H<sub>2</sub>O bid. Furr Lawn Care, LLC has said they will have the project completed by the specified date. The Engineer's Estimate for the project was \$212,155.75.

**Background:** This project is partially funded by a Transportation Enhancement (TE) Grant from KDOT. By accepting the grant the project must meet KDOT requirements not only in the bidding process, but during the construction phase. The project was advertised for letting earlier this year and no proposals were submitted. In September the project was re-advertised. This time the City gathered a list of Landscapers and other contractors and mailed a letter to each stating the City was advertising this project. This was done to try and generate more interest and bids for the project. Per KDOT requirement the project had to be advertised for 30 days. Bid were opened on October 30, 2018, the results of the bid opening where mentioned above. In speaking with KDOT, it has been determine that if the project is rebid the advertising period for the project can be reduced to 21 days. The project was advertised for the 21 days and bids were opened on December 4, 2018.

**Justification:** The project is part of the Heritage District improvements that run in conjunction with the STAR Bond projects in the Heritage district. The parking lot has been completed for over a year now and the final step is to install the landscaping.

**Financial Considerations:** As mentioned previously, this is funded by a TE Grant from KDOT. KDOT's share in this project is \$154,690. The City will be responsible for all costs above this amount.

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

**Legal Considerations:** By approving one of the bids, the City will enter into a contract with that contractor responsible to make payments to that contractor.

**Attachments:** Bid Tab



## Memorandum

*To: City Manager  
City Commissioners*

*From: Ray Slattery  
Director of Engineering Services*

*Date: December 12, 2018*

*Subject: Quote for Street Lights for Soule St.  
Extension; CA 1703*

*Agenda Item: New Business*

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**Recommendation:** Approve the quote from Victory Electric to install 4 LED Street lights along the extension of Soule St. in the Power Plaza STAR Bond area in the amount of \$30,280.00.

**Background:** This section of Soule St. from 14<sup>th</sup> Ave. to Water Tower #2 is nearing completion. As with all collectors and arterials in town street lights are provided along the roadway. Staff requested a quote from Victory Electric for the installation of the street lights. Victory Electric and the City also have a program in place where the City pays for the cost of the individual street lights and installation, Victory Electric then bills the City a monthly fee of \$4.71 per light. This fee covers the cost of powering the lights and any maintenance of the street lights from the date of installation forward. The street lights will consist of metal poles and 50 watt LED luminaires.

**Justification:** The addition of the street lights will help with the visibility along the new retail area of the Soule St. extension.

**Financial Considerations:** Funding for the Street lights will come from the STAR Bond proceeds.

**Purpose/Mission:** The completion of this project aligns with the City's core value of ongoing improvement by providing and preparing for the community's future.

**Legal Considerations:** By approving the quote from Victory Electric the City will be responsible to make payment to Victory Electric for the completed work.

**Attachments:** A map showing the location and spacing of the Street Lights is attached.



# Memorandum

*To: City Manager  
City Commissioners*  
*From: Corey Keller*  
*Date: December 12, 2018*  
*Subject: Approval to Purchase Phase 3 of  
SCADA Replacement*  
*Agenda Item: New Business*

**Recommendation:** To approve proposals from R.E. Pedrotti Co., Inc. To start and complete phase 3 of SCADA replacement for Water and Wastewater.

**Background:** Phase I of this project on the water side consisted of new SCADA equipment for Wells 22 through 28 and the Chlorine Building in 2017. Phase II added tower 3, the reservoir, wells 10, 17, and 20 in 2018. On the wastewater side phase I included new SCADA equipment for the irrigation pump station, gas handling building 1, gas handling building 2, and the control building. Phase II added the primary lift station and the booster pump station.

Phase 3 of the SCADA replacement on the water side will include 11 wells, tower 1 and tower 2 along with a national beef RTU replacement panel and some other modifications to the water plants SCADA panel. On the wastewater side they will be replacing 9 SCADA panels in liftstations, make modifications to the north WWTP telemetry panel and make modifications to the south WWTP primary lab telemetry panel.

**Justification:** SCADA replacement was broken up into three phases. Approval of the \$294,560.00 will conclude the final upgrades which will be completed in the spring of 2019. The upgrades have made vast improvements to the communications at many of these sites. Equipment that could not be operated remotely is now communicating without any problems.

**Financial Considerations:**

2018 Budget Fund and Amount:

Water Department, Capital Outlay	\$ 165,000.00	Water Proposal Phase 3	\$ 164,795.00
WasteWater Treat, Capital Outlay	\$ 135,000.00	WWT Proposal Phase 3	\$ 129,765.00
	<b>\$ 300,000.00</b>		<b>\$ 294,560.00</b>

**Attachments:** Equipment replacement proposals

# *REP* R.E. Pedrotti Co., Inc.

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*Instrumentation, Controls & Computer Systems*  
 5855 BEVERLY AVENUE, SUITE A MISSION, KS 66202  
 (913) 677-3366 FAX (913)677-3460 Web: [www.repedrotti.com](http://www.repedrotti.com)

December 11, 2018

Mr. Corey Keller  
 City of Dodge City  
 Public Works  
 Dodge City, KS 67801

RE: Dodge City Water – **Phase III, FULL Upgrades:** Water Towers 1 & 2 and Well RTUs  
 Pcode: DOKSRH

Dear Mr. Keller:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the subject referenced above. The structure of this proposal is based upon our recent discussions and on-site visits of your existing telemetry system.

This proposal includes the upgrade of the PLC control panels at the Towers No. 1 & 2 along with remaining twelve water Wells and National Beef RTU. These upgrades will involve the replacement of the existing proprietary Bristol Babcock PLC equipment with new Allen-Bradley PLC equipment and a Calamp license free Ethernet radios to match recent upgrades made at other water system RTUs.

At the Water Treatment Plant the Master Telemetry Panel will be updated to include a new Calamp Ethernet radio to communicate with the upgraded Tower and Well RTUs.

The following materials and services are to be provided as part of this proposal:

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	2	<p><b>Water Tower No. 1 &amp; 2 Telemetry Panel Modifications.</b> Work shall reuse existing enclosure and field wiring:</p> <p>To include:</p> <ul style="list-style-type: none"> <li>• 27" x 27" painted steel sub-panel assembly</li> <li>• Incoming surge protection and service breaker</li> <li>• Allen Bradley MicroLogix 1400 PLC with I/O as required</li> <li>• Calamp Viper SC UHF Modem/Radio</li> <li>• 24VDC Power Supply</li> <li>• Ethernet Switch</li> <li>• Precision Digital Level Display</li> <li>• UPS System</li> <li>• Yagi antenna and surge arrestor – <i>to reuse existing coaxial cable</i></li> <li>• FCC UHF Site Licensing and Registration</li> <li>• Wiring terminals, receptacles, fuses, breakers, relays, etc. as required</li> </ul>

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
B.	11	<p><b>Water Well #4, 5, 6, 7, 8, 9, 14, 19, 21, 29, 30 Telemetry Panel Modifications.</b>  Work shall reuse existing enclosure and field wiring:  To include:</p> <ul style="list-style-type: none"> <li>• 27" x 27" painted steel sub-panel assembly</li> <li>• Incoming surge protection and service breaker</li> <li>• Allen Bradley MicroLogix 1400 PLC with I/O as required</li> <li>• Calamp Viper SC UHF Modem/Radio</li> <li>• 24VDC Power Supply</li> <li>• Ethernet Switch</li> <li>• UPS System</li> <li>• Yagi antenna and surge arrestor – <i>to reuse existing coaxial cable</i></li> <li>• FCC UHF Site Licensing and Registration</li> <li>• Wiring terminals, receptacles, fuses, breakers, relays, etc. as required</li> </ul>
C.	1	<p><b>National Beef RTU Panel Modifications.</b> Work shall reuse existing enclosure and field wiring:  To include:</p> <ul style="list-style-type: none"> <li>• painted steel sub-panel assembly</li> <li>• Incoming surge protection and service breaker</li> <li>• Allen Bradley MicroLogix 1400 PLC with I/O as required</li> <li>• Calamp Viper SC UHF Modem/Radio</li> <li>• 24VDC Power Supply</li> <li>• Ethernet Switch</li> <li>• UPS System</li> <li>• Yagi antenna and surge arrestor – <i>to reuse existing coaxial cable</i></li> <li>• FCC UHF Site Licensing and Registration</li> <li>• Wiring terminals, receptacles, fuses, breakers, relays, etc. as required</li> </ul>
D.	1	<p><b>WTP Master Telemetry Panel Modifications.</b>  To include:</p> <ul style="list-style-type: none"> <li>• Calamp Viper SC UHF Modem/Radio</li> <li>• Omni antenna, surge arrestor and coax cable</li> </ul>
E.	Lot	WTP Master modifications and programming to add existing plant Cl2 Analyzer and pressure transmitter analog signals to SCADA.
F.	Lot	PLC programming as required
G.	Lot	HMI and report programming modifications at WTP SCADA PC
H.	Lot	Control Panel hardware equipment installation, wiring and cleanup
I.	Lot	Documentation including approval submittals, panel wiring and layout diagrams
J.	Lot	Control/telemetry system & instrumentation startup, on-site testing, project coordination meetings (A/R) and operator training.

**TOTAL PRICE FOR PROPOSAL ITEMS A-J: \$ 164,795.00\*\***

\*\*Clarifications/Exclusions

1. Pricing is exclusive of taxes, fees, permits, bonds and licenses unless noted above.

2. FOB Factory. Freight included.
3. Terms: Net 30 Days.
4. The installation, wiring, startup and/or commissioning of any equipment not specifically listed in this quotation is excluded and provided by others.
5. Installation includes mounting and wiring of panel equipment, however, any additional electrical installation including field wiring, antenna mounting, coax cable install are provided by the city.

Thank you very much for this opportunity and if you have any questions or comments, please do not hesitate to call.

Sincerely,

**R. E. PEDROTTI COMPANY**

A handwritten signature in black ink, appearing to read "Dallas Massie", written in a cursive style.

Dallas Massie

# *REP* R.E. Pedrotti Co., Inc.

*Instrumentation, Controls & Computer Systems*

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(913) 677-3366 FAX (913)677-3460 Web: [www.repedrotti.com](http://www.repedrotti.com)

December 11, 2018

Mr. Corey Keller  
City of Dodge City  
Public Works  
Dodge City, KS 67801

RE: Dodge City – Waste Water Lift Stations RTU Upgrades  
Pcode: DODKSWB

Dear Corey:

The **R.E. Pedrotti Company, Inc.** is pleased to provide you the following proposal for the subject referenced above. The structure of this proposal is based upon our discussions and on-site visits.

This proposal consists of pricing for the upgrade of the remote lift station RTUs. Upgrades will include reusing existing enclosures and adding a new sub-panel control assembly that includes an Allen Bradley Micrologix Controller and associated I/O modules prewired to terminal block assemblies in addition to a new Calamp Viper UHF Ethernet radio.

Lift Station RTU #1, 2, 3, 9 and 10 will communicate directly to the South WWTP Primary Lab where a new Calamp Viper Radio will be installed in the existing Lift Station radio enclosure, all existing radio equipment will be removed from the panel. Lift Station RTU #4, 5, 8 and 11 will communicate to the existing North WWTP Telemetry Panel. A new Calamp Cellular Modem will be installed in the Telemetry panel to route these Lift Station statuses to the existing South WWTP Primary via cellular modem. This new cellular link will allow for comms between the North and South plants.

The following materials and services are to be provided as part of this proposal:

<u>Item</u>	<u>Qty.</u>	<u>Description</u>
A.	8	<b>Lift Station RTU # 1, 2, 3, 4, 5, 8, 9, 11 Upgrade.</b> Work shall reuse existing enclosure and power/control signal field wiring:  To include: <ul style="list-style-type: none"><li>• 24" x 24" painted steel sub-panel assembly</li><li>• Incoming surge protection and service breaker</li><li>• Allen Bradley MicroLogix 1400 PLC</li><li>• Calamp Viper UHF Ethernet Radio</li><li>• UHF Yagi antenna, coax cable and surge arrestor</li><li>• 24VDC Power Supply</li><li>• UPS System</li></ul>

		<ul style="list-style-type: none"> <li>Wiring terminals, wireways, receptacles, fuses, breakers, relays, etc. as required</li> </ul>
B.	1	<p><b>Lift Station RTU #10 Upgrade.</b> Work shall reuse existing enclosure, panel door switches, pilot lights, display and power/control signal field wiring:</p> <p>To include:</p> <ul style="list-style-type: none"> <li>30" x 40" painted steel sub-panel assembly</li> <li>Incoming surge protection and service breaker</li> <li>Allen Bradley MicroLogix 1400 PLC</li> <li>Calamp Viper UHF Ethernet Radio</li> <li>UHF Yagi antenna, coax cable and surge arrestor</li> <li>24VDC Power Supply</li> <li>UPS System</li> <li>Wiring terminals, wireways, receptacles, fuses, breakers, relays, etc. as required</li> </ul>
C.	Lot	<p><b>Modifications to North WWTP Telemetry Panel</b></p> <p>To include:</p> <ul style="list-style-type: none"> <li>Calamp Vanguard 5000 Cellular Router (comms to South WWTP Primary Lab)</li> <li>Cell antenna and cable</li> </ul>
D.	Lot	<p><b>Modifications to South WWTP Primary Lab.</b> Work shall reuse existing Lift Station Radio enclosure:</p> <p>To include:</p> <ul style="list-style-type: none"> <li>Calamp Viper UHF Ethernet Radio (Comms with Lift Stations)</li> <li>Ethernet Switch (connection to Primary Lab Telemetry Panel)</li> <li>UHF Omni antenna, coax cable and surge arrestor</li> <li>24VDC Power Supply</li> </ul>
E.	Lot	PLC and HMI programming as required
F.	Lot	Control Panel hardware equipment installation, wiring and cleanup
G.	Lot	HMI programming modifications at North and South WWTP SCADA PC
H.	Lot	Documentation including approval submittals, panel wiring and layout diagrams
I.	Lot	Control and Telemetry system startup, on-site testing, project coordination meetings (A/R), startup service documentation, and operator training.

**TOTAL PRICE FOR ITEMS A-I: \$ 129,765.00\*\***

**\*\*Clarifications/Exclusions**

- Pricing is exclusive of taxes, fees, permits, bonds and licenses unless noted above.
- FOB Factory. **Freight included.**
- Terms: Net 30 Days.
- All existing field wiring is assumed to be in good working condition, any repairs of existing signal or power wiring is excluded.
- The startup and/or commissioning of any equipment not specifically listed in this quotation is excluded and provided by others.

6. Installation includes mounting and wiring of panel equipment, however, any additional electrical installation including field wiring, antenna mounting, coax cable install are provided by the city.
7. Cellular modem configuration and account setup assistance with Verizon, however, monthly cellular service payments will be excluded responsibility of city.

Thank you very much for this opportunity and if you have any questions or comments, please do not hesitate to call.

Sincerely,

**R. E. PEDROTTI COMPANY**

A handwritten signature in black ink, appearing to read "Dallas Massie", written in a cursive style.

Dallas Massie

# Memorandum

*To: City Manager  
City Commissioners*

*From: Corey Keller*

*Date: December 12, 2018*

*Subject: Approval of Change Orders No. 1, 2, 3,  
and 4 of FAA Grant #31  
Reconstruction of Runway 14/32*

*Agenda Item: New Business*

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**Recommendation:** Approve Change Orders No. 1, 2, 3, and 4 for of FAA Grant #31 Reconstruction of Runway 14/32

**Background:** FAA grant to reconstruct Runway 14/32 was approved July of 2017. Construction began that December then went into winter shut down and started back up again in March of 2018. On December 6, 2018 construction went back into winter shut down and construction will begin again in March of 2019 to complete the final phasing early fall of the next year. All four changes orders are eligible for the 95% federal and 5% local match of funds for this grant phasing.

**Justification:** Change Order No. 1 replaced lime treated subgrade with fly ash treated subgrade. The additional cost was due to the higher cost of the fly ash materials determined needed to perform subgrade treatments. Additional testing determined that lime treatment to the subgrade would not meet FAA standard specification.

Change Order No. 2 added welded wire fabric reinforcement to concrete panels under and adjacent to large areas where the pavement markings are placed on the runway. The additional wire was needed to ensure no pavement spalling or cracking occurs where the pavement markings are placed on the concrete.

Change Order No. 3 changed the quantities of area that would receive temporary seeding. The timing of permanent seeding was outside of the growing season for the specified seed to grow and obtain the necessary ground cover specified in the Storm Water Pollution Prevention Plan. Therefore the area of ground covered with temporary seeding was increased to stay in compliance with the SWPPP.

Change Order No. 4 added work for directional drilling to replace the conduit under the runway that provided electricity to the REIL's on Runway 32. It was determined that after

the concrete was placed over the existing conduit that is was damaged and no new wire could be pulled thru the existing therefore it had to be replaced.

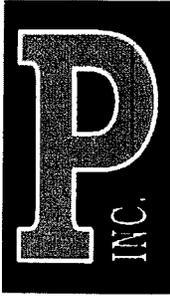
**Financial Considerations:** \$165,340.93 will be added to the original construction cost of \$5,894,854.00 awarded for phase one of the project. For a total of 6,060,194.93.

Change Order No. 1 \$ 63,736.00  
Change Order No. 2 \$ 76,244.28  
Change Order No. 3 \$ 21,400.65  
Change Order No. 4 \$ 3,960.00  
\$165,340.93

FAA Match for all change orders	95%	\$157,073.88
Dodge City's Match for all change orders	05%	<u>\$ 8,267.05</u>
		\$165,340.93

**Attachments:** Change Order No.1, Change Order No. 2, Change Order No. 3, and Change Order No.4





# PAVERS, INC.

505 Francis Ave. \* P. O. Box 1967 \* Salina, Kansas 67402-1967  
785-825-6771 \* (FAX) 785-825-0584

April 4, 2018

Burns and McDonnell  
9400 Ward Parkway  
Kansas City, Missouri 64114

Attn: Kerry Adams

Re: Dodge City Airport  
Reconstruct Runway 14-32  
Dodge City Kansas

Dear Sir:

As per our discussions and your request we are providing prices for changes to provide a fly ash treated subgrade per P-158 specifications. The prices to complete the P-158 fly ash treated subgrade are as follows:

ITEM NO.	DESCRIPTION OF WORK	UNITS	QUANTITY	UP	EXTENSION
Schedule 1					
1	12" Fly Ash Treated Subgrade	SY	35,700.00	\$5.63	\$200,991.00
2	Fly Ash	TON	3,100.00	\$94.96	\$294,376.00
Schedule 2					
3	12" Fly Ash Treated Subgrade	SY	13,800.00	\$5.63	\$77,694.00
4	Fly Ash	TON	1,200.00	\$94.96	\$113,952.00
	<b>TOTAL</b>				<b>\$687,013.00</b>

This is a revised price based adding the actual dollar amount of mark-up that we had for the lime treated subgrade and adding this to the totals for the subcontractor work. So in lieu of using percentage this is actual dollar mark-up from the lime, which is less than total volume based on percentage we originally used.

At our weekly meeting you have stated that you believe these prices are too high. Based on the bid tabulation the average unit cost for 12" lime manipulation was \$6.49/SY. I then took the bid tabulation and used the 12" lime treated subgrade unit price number and added the fly ash cost at \$100.00/ton and the average increase is \$79,403.20 based on the numbers in the bid tabulation.

I also looked at some recent bid tabs for work in western Kansas that had at least 35,000/SY and 6" fly ash treated the average was \$3.96/SY (\$5.33 \$4.75 \$2.84 \$2.90). The average cost for the fly ash was \$104.00/Ton (\$99.00 \$108.11 \$110.00 \$111.00). Based on these numbers I do not see that the prices we are submitting are out of line with other contractor bids. I have attached a spreadsheet showing my calculations in this letter.

I think the hurdle here is you believe that 12" of fly ash manipulation is equal to 12" of lime manipulation but I think that you agree that total SY of production for the fly ash is less and that is why the Fremar price for the 12" is higher. There is additional labor, equipment cost, fuel and spreading time involved for the fly ash with less quantity completed per day. So your cost per SY is higher. Please review this and contact me so we can discuss further.

Please advise if you have any further questions or comments.

Sincerely,  
Pavers Inc.

A handwritten signature in cursive script, appearing to read "Neal Saskowski".

Neal Saskowski  
Project Manager

	Engineer	Pavers	Emery Sapp	Koss	Smoky	Average						
12" Lime Treated Subgrade	49500 SY	\$ 6.00	\$ 297,000.00	\$ 3.58	\$ 177,210.00	\$ 9.55	\$ 472,725.00	\$ 8.65	\$ 428,175.00	\$ 4.65	\$ 230,175.00	\$ 6.49
Lime	1620 Tons	\$ 200.00	\$ 324,000.00	\$ 275.35	\$ 446,067.00	\$ 281.00	\$ 455,220.00	\$ 155.00	\$ 251,100.00	\$ 220.00	\$ 356,400.00	\$ 226.27
			\$ 621,000.00		\$ 623,277.00		\$ 927,945.00		\$ 679,275.00		\$ 586,575.00	\$ 687,614.40
12" Fly Ash Treated Subgrade	49500 SY	\$ 6.00	\$ 297,000.00	\$ 5.63	\$ 278,685.00	\$ 9.55	\$ 472,725.00	\$ 8.65	\$ 428,175.00	\$ 4.65	\$ 230,175.00	\$ 6.90
Fly Ash	4300 Ton	\$ 100.00	\$ 430,000.00	\$ 94.96	\$ 408,328.00	\$ 100.00	\$ 430,000.00	\$ 100.00	\$ 430,000.00	\$ 100.00	\$ 430,000.00	\$ 98.99
Difference Lime vs Fly Ash			\$ 727,000.00		\$ 687,013.00		\$ 902,725.00		\$ 858,175.00		\$ 660,175.00	\$ 767,017.60
			\$ 106,000.00		\$ 63,736.00		\$ (25,220.00)		\$ 178,900.00		\$ 73,600.00	\$ 79,403.20
6" Fly Ash Treated Subgrade	35731 SY	\$ 2.90	\$ 103,619.90	\$ 5.33	\$ 190,446.23	\$ 4.75	\$ 169,722.25	\$ 4.75	\$ 169,722.25	2.84	\$ 101,476.04	\$ 3.96
Fly Ash	1327 Tons	\$ 97.51	\$ 129,395.77	\$ 111.16	\$ 147,509.32	\$ 99.00	\$ 131,373.00	\$ 99.00	\$ 131,373.00	108.65	\$ 144,178.55	\$ 104.08
			\$ 233,015.67		\$ 337,955.55		\$ 301,095.25		\$ 245,654.59		\$ 272,208.60	

**DODGE CITY REGIONAL AIRPORT**  
**DODGE CITY, KANSAS**  
**RECONSTRUCT RUNWAY 14-32**  
**POTENTIAL CHANGE ORDER NO. 1**  
**COST SUMMARY**  
**PROJECT NO: 3-20-0017-031**  
**BURNS & MCDONNELL NO. 101450**  
**April 2, 2018**

ITEM NO.	BID ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	ENGINEER'S ESTIMATE	
					UNIT PRICE	EXTENSION
Schedule 1						
1	CO1-01	12" Fly Ash Treated Subgrade	SY	35,700.00	\$5.34	\$190,638.00
2	CO1-02	Fly Ash	TON	3,100.00	\$100.00	\$310,000.00
Schedule 2						
3	CO1-03	12" Fly Ash Treated Subgrade	SY	13,800.00	\$5.34	\$73,692.00
4	CO1-04	Fly Ash	TON	1,200.00	\$100.00	\$120,000.00
<b>TOTAL</b>						<b>\$694,330.00</b>

## Item P-158 Fly Ash Treated Subgrade

### DESCRIPTION

**158-1.1** This item shall consist of constructing one or more courses of a mixture of soil, fly ash, and water in accordance with this specification, and in conformity with the lines, grades, thicknesses, and typical cross-sections shown on the plans.

### MATERIALS

**158-2.1 Fly ash.** Fly ash shall meet ASTM C618, when sampled and tested in accordance with ASTM C311, unless otherwise shown on the plans. Fly ash shall be Class C containing a minimum of 25% CaO. The source of the fly ash shall be identified by the Contractor and approved by the Engineer in advance of stabilization operations so laboratory tests can be completed prior to beginning work.

Fly ash shall be handled and stored in closed weatherproof containers until immediately before distribution. Fly ash exposed to moisture prior to mixing with soils shall be discarded and shall not be considered for measurement or payment.

**158-2.2 Water.** Water used for mixing or curing shall be potable, reasonably clean and free of oil, salt, acid, alkali, sugar, vegetable, or other substances injurious to the finished product.

**158-2.3 Soil.** The soil for this work shall consist of materials on the site or selected materials from other sources and shall be uniform in quality and gradation, and shall be approved by the Engineer. The soil shall be free of roots, sod, weeds, and stones larger than 2-1/2 inches.

### COMPOSITION

**158-3.1 Fly ash.** For bidding purposes, fly ash shall be estimated to be applied at the rate of 15% by dry weight of soil. The actual application rate shall be as determined in P-158-3.3, Soil-Fly Ash Mixture.

**158-3.2 Tolerances.** At final compaction, the fly ash and water content for each course of subgrade treatment shall conform to the following tolerances:

Material	Tolerance
Fly ash	+ 0.5%
Water	+ 2%, -0%

**158-3.3 Soil-fly ash mixture.** Ten days prior to the commencement of the work, the Contractor shall submit a soil-fly ash mixture, developed by the Contractor's accredited laboratory, showing the optimized fly ash application rate, the amount of fly ash and water required per cubic yard, and procedures for blending the fly ash/subgrade mixture for each type of existing soil. The optimized fly ash application rate shall be determined by the Contractor's laboratory and shall be optimized with the following criteria:

- a) Minimum application rate regardless of the below requirements shall be 14% by dry unit weight of soil.
- b) Fly ash content shall be sufficient to lower the liquid limit to less than 30 and the plasticity index to less than 10.

- c) Perform Standard Proctor test in accordance with ASTM D698 on the mixture of fly ash and soil. The soil sample shall be representative of the subgrade soil at the project site which have the highest plasticity. For each specimen, the water shall be added to the soil in accordance with the test procedure and allowed to stand the required amount of time. Two hours before compacting each specimen, begin thoroughly mixing in the required amount of fly ash until the mixture is homogenous, friable, and free of lumps.
- d) Perform CBR tests on samples of the fly ash/soil mixture compacted to approximately 95%, of the mixture's maximum density at moisture contents of +2%, 0%, and -2% of the mixture's optimum moisture content and the equivalent zero air voids moisture content to provide a CBR of at least 25.
- e) If the required CBR value is not achieved and/or the sample swells more than 3% while soaking, increase the amount of fly ash by an increment of 0.5% and re-run the test procedures.

The soil-fly ash mixture shall include process type and number of: fly ash applications, stages of mixing, slurry injection depths, mixing depths and depths of compaction lifts. Also, the Contractor shall submit a list of equipment to be used and their relation to method of mixing proportioning, spreading, pulverizing and compacting subgrade, slurry injection, jet slurry mixing and other related work. The soil-fly ash mixture shall also contain amount of fly ash, either in sacks or pounds per cubic yard and the amount of water to be used, if slurry method is used. The costs associated with the development of the fly ash mixture shall be borne by the Contractor.

### WEATHER LIMITATIONS

**158-4.1 Weather limitation.** Do not construct subgrade when weather conditions detrimentally affect the quality of the materials. Do not apply fly ash unless the air temperature is at least 40°F and rising. Do not apply fly ash to soils that are frozen or contain frost. If the air temperature falls below 35°F, protect completed fly ash-treated areas by approved methods against the detrimental effects of freezing. Remove and replace any damaged portion of the completed soil-fly ash treated area with new soil-fly ash material in accordance with this specification.

### EQUIPMENT

**158-5.1 Equipment.** The equipment required shall include all equipment necessary to complete this item such as: grading and scarifying equipment, a spreader for the fly ash, mixing or pulverizing equipment, sheepsfoot and pneumatic or vibrating rollers, sprinkling equipment, and trucks.

### CONSTRUCTION METHODS

**158-6.1 General.** This specification is to construct a complete subgrade with a uniform fly ash/soil mixture which shall be free from loose or segregated areas. The subgrade shall be of uniform density and moisture content well mixed for its full depth, and have with a smooth surface suitable for placing subsequent courses. The Contractor shall be responsible to meet these above requirements.

Before beginning any fly ash treatment, the subgrade shall be constructed as specified in Item P-152 "Excavation, Subgrade, and Embankment" and shaped to conform to the typical sections, lines, and grades as shown on the plans.

If the Contractor chooses to use a cutting and pulverizing machine which can remove the subgrade material accurately to the secondary grade (proposed bottom of fly ash treatment) and pulverize the material at the same time, he will not be required to expose the secondary grade nor windrow the material.

The machine must give visible indication at all times that it is cutting the material uniformly to the proper depth over the entire width of the cut.

If a cutting and pulverizing machine is not used, the material to be treated shall be excavated to the secondary grade (proposed bottom of fly ash treatment) and removed or windrowed to expose the secondary grade. The excavated material shall then be spread to the desired cross-section and uniformly mixed and compacted. Any wet or unstable materials below the secondary grade shall be corrected, as directed by the Engineer.

**158-6.2 Application.** Fly ash shall be spread only over an area where the initial mixing operations can be completed within two (2) hours. The application and mixing of fly ash with the soil shall be accomplished by the "Dry Placing" method described below.

**a. Dry placing.** The fly ash shall be spread uniformly over the subgrade by an approved screw-type spreader box or other approved spreading equipment. The amount of fly ash spread shall be the amount required for mixing to the specified depth which will result in the percentage determined in the fly ash-soil mixture or as specified on the plans. The material shall be sprinkled until the specified moisture content has been reached.

The fly ash shall be distributed in a manner that will minimize scattering by wind. Fly ash shall not be applied when wind conditions are detrimental to proper application. A motor grader shall not be used to spread the fly ash.

**158-6.3 Mixing.** The mixing procedure shall be as follows. The full depth of the treated subgrade shall be mixed with a rotary pulvimixer that uses a direct hydraulic drive. Fly ash shall not be left exposed for more than 30 minutes after distribution. The mixing machine shall make two coverages. Water shall be added through the use of a pulvimixer equipped with a spray bar in the mixing drum. The spray bar shall be capable of applying sufficient quantities of water to achieve the required moisture content of the soil-fly ash mixture. The system shall be capable of being regulated to maintain moisture content within the recommended range.

The required moisture content shall be established based on laboratory tests using the on-site soils and specified fly ash used for the treatment per paragraph 158-3.1. Final moisture content of the mix, immediately prior to compaction shall be determined in accordance with ASTM D698 and shall be within  $\pm 2\%$  of the optimum moisture content for maximum density of the mix. If moisture contents exceed the specified limits, additional fly ash may be added to lower the moisture content to the required limits. Lowering moisture contents by aeration following addition of the fly ash will not be permitted.

If the soil fly ash mixture contains clods greater than 1-1/2 inches in size, the clods shall be reduced in size by additional pulverization.

**158-6.4 Compaction.** Compaction of the soil-fly ash mixture shall begin immediately after mixing of the fly ash and be completed within two hours following addition of the fly ash. The moisture content shall be within 2% of the specified optimum moisture at the start of compaction. The field density of the compacted mixture shall be at least 95% of the maximum density of laboratory specimens prepared from samples taken from the material in place. The specimens shall be compacted and tested in accordance with ASTM D698. The in-place density shall be determined in accordance with ASTM D6938 Procedure A, direct transmission method and the machines shall be calibrated in accordance with ASTM D6938. Testing frequency shall be a minimum of one (1) compaction test per 1000 square yards of stabilized subgrade or as required by the Engineer.

All irregularities, depressions, or weak spots shall be corrected immediately by scarifying the affected areas, adding or removing material as required, and reshaping and re-compacting. The subgrade surface shall be maintained smooth, free from undulations and ruts, until other work is placed on the subgrade or the work is accepted by the Engineer.

The full depth of the subgrade material shown on the plans shall be compacted as necessary to stay firm and stable under construction equipment. After each section is complete, tests will be made by the Engineer. If the material fails to meet the density requirements, it shall be reworked to meet the density requirements. The shape of the course shall be maintained smooth and conform to the typical section shown on the plans and to the established lines and grades. If the material, due to any reason or cause, loses the specified stability, density, and finish before the next course is placed or the work is accepted, it shall be recompacted and refinished by the Contractor and the cost shall be incidental to this item.

**158-6.5 Finishing and curing.** After the final layer or course of the fly ash treated subgrade has been compacted, it shall be brought to the required lines and grades in accordance with the typical sections. The finished surface shall not vary more than 3/8 inch when tested with a Contractor-furnished 12-foot straightedge applied parallel with and at right angles to the pavement centerline. The Contractor shall perform the straightedge testing in the presence of the Engineer. Any variations greater than this tolerance shall be corrected by the Contractor in a manner satisfactory to the Engineer and the cost shall be incidental to this item.

After the fly ash treated subgrade has been finished as specified, the surface shall be protected against rapid drying for a period of not less than three days or until the overlying pavement course is placed. Either of the following methods may be used to protect the surface against rapid drying:

- a. Sprinkling to maintain the surface in a thorough and continuously moist condition or
- b. Applying a 2-inch layer of earth over the complete course and maintaining it in a moist condition.

**158-6.6 Thickness control.** The thickness of the fly ash treated subgrade shall be determined by Contractor-furnished depth tests or cores taken every 300 square yards or less, in the presence of the Engineer. When the base deficiency is more than 1/2 inch, the Contractor shall correct such areas in a manner satisfactory to the Engineer. The Contractor shall replace the base material where depth tests or cores are taken and the cost shall be incidental to this item.

**158-6.7 Maintenance.** The Contractor shall maintain the fly ash treated subgrade in good condition until all the work has been completed, cured, and accepted by the Engineer. The cost is incidental to this item.

**158-6.8 Handling and safety.** The Contractor shall obtain and enforce the fly ash supplier's instructions for proper safety and handling of the fly ash to prevent physical eye or skin contact with fly ash during transport or application.

#### METHOD OF MEASUREMENT

**158-7.1** Fly ash treated subgrade shall be paid for by the number of square yards completed and accepted.

**158-7.2** Fly ash shall be paid for by the number of tons of fly ash used as authorized.

#### BASIS OF PAYMENT

**158-8.1** Payment shall be made at the contract unit price per square yard for the fly ash treated subgrade at the specified thickness. The price shall be full compensation for furnishing all material, except the fly ash, and for all preparation, delivering, placing and mixing these materials, and all labor, equipment, tools and incidentals necessary to complete this item.

**158-8.2** Payment shall be made at the contract unit price per ton of fly ash. This price shall be full compensation for furnishing this material; for all delivery, placing and incorporation of this material; and for all labor, equipment, tools, and incidentals necessary to complete this item.

Payment will be made under:

- Item P-158-8.1 Fly Ash Treated Subgrade per square yard
- Item P-158-8.2 Fly Ash per ton

**TESTING REQUIREMENTS**

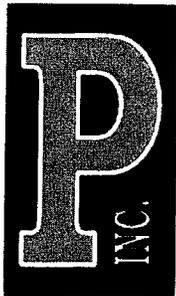
- ASTM C311 Standard Test Methods for Sampling and Testing Fly Ash or Natural Pozzolans for Use in Portland-Cement Concrete
- ASTM D698 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft<sup>3</sup> (600 kN-m/m<sup>3</sup>))
- ASTM D6938 Standard Test Method for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)

**MATERIAL REQUIREMENTS**

- ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete

END OF ITEM P-158





# PAVERS, INC.

505 Francis Ave. \* P. O. Box 1967 \* Salina, Kansas 67402-1967  
785-825-6771 \* (FAX) 785-825-0584

April 18, 2018

Burns and McDonnell  
9400 Ward Parkway  
Kansas City, Missouri 64114

Attn: Kerry Adams

Re: Dodge City Airport  
Reconstruct Runway 14-32  
Dodge City Kansas

Dear Sir:

As per your request we are providing prices for changes to provide Wire Mesh Reinforcement to the 8" PCCP under the pavement markings:

Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Total
CO2.01	Add Reinforcement to PCCP under Pavement Markings	4028	SY	\$ 6.85	\$ 27,591.80
CO2.02	Add Reinforcement to PCCP under Edge Markings	9685	SY	\$ 6.85	\$ 66,342.25
	Total				\$ 93,934.05

These prices are bases on 6" x 6" W4.0 x W4.0 Wire reinforcement. This includes a lap of 6" transverse and longitudinal, a row of 4" high mesh supports spaced every 4' and staked down with basket stakes. For CO2.01 we request 4 calendar days and CO2.02 we request an additional 8 calendar days.

As an alternate to the 4 gauge wire we offer pricing using 6 gauge wire. We are using 6 gauge wires at the Wellington Airport Runway extension for the same purpose of this change.

Bid Item No.	Bid Item Description	Quantity	Unit	Unit Price	Total
CO2.01	Add Reinforcement to PCCP under Pavement Markings	4028	SY	\$ 5.56	\$ 22,395.68
CO2.02	Add Reinforcement to PCCP under Edge Markings	9685	SY	\$ 5.56	\$ 53,848.60
	Total				\$ 76,244.28

We request the same calendar days for the 6 gauge wire as the labor and time to install remains the same.

Please advise if you have any further questions or comments.

Sincerely,  
Pavers Inc.

*Neal Saskowski*  
Neal Saskowski  
Project Manager

no.	date	by	cd	description
0	10/23/17	MAF	RBL	ISSUED FOR BID
1	10/23/17	MAF	RBL	ISSUED FOR CONSTRUCTION
1	10/27/18	MAF	RBL	ADDED WWF REINFORCEMENT

ISSUED FOR CONSTRUCTION

BURNS MEDONNELL  
1400 West Parkway, Suite 114  
North Platte, NE 68901  
Tel: 781-333-9400

DATE: 10/20/2017  
DRAWN BY: A. EWGMAN  
CHECKED BY: M. FISCHER  
PROJECT: 29220  
DRAWING: 3-307

RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

PROJECT: 29220  
DRAWING: 3-307

DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

PROJECT: 29220  
DRAWING: 3-307

DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

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DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

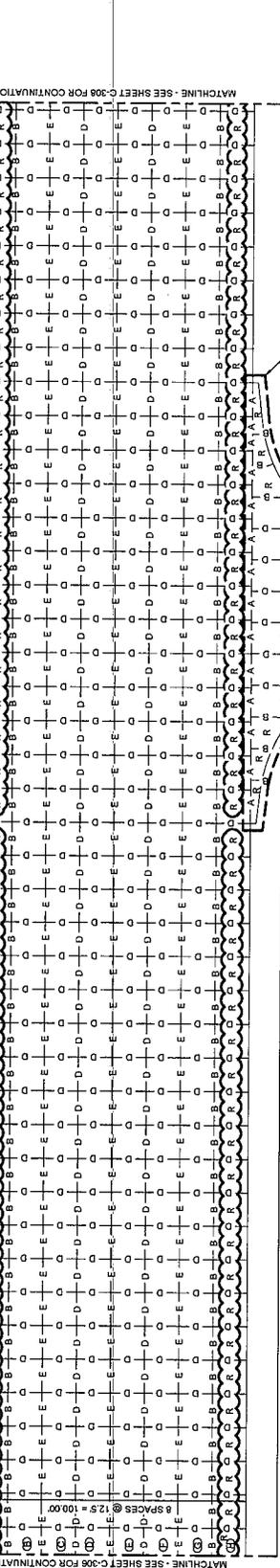
RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

PROJECT: 29220  
DRAWING: 3-307

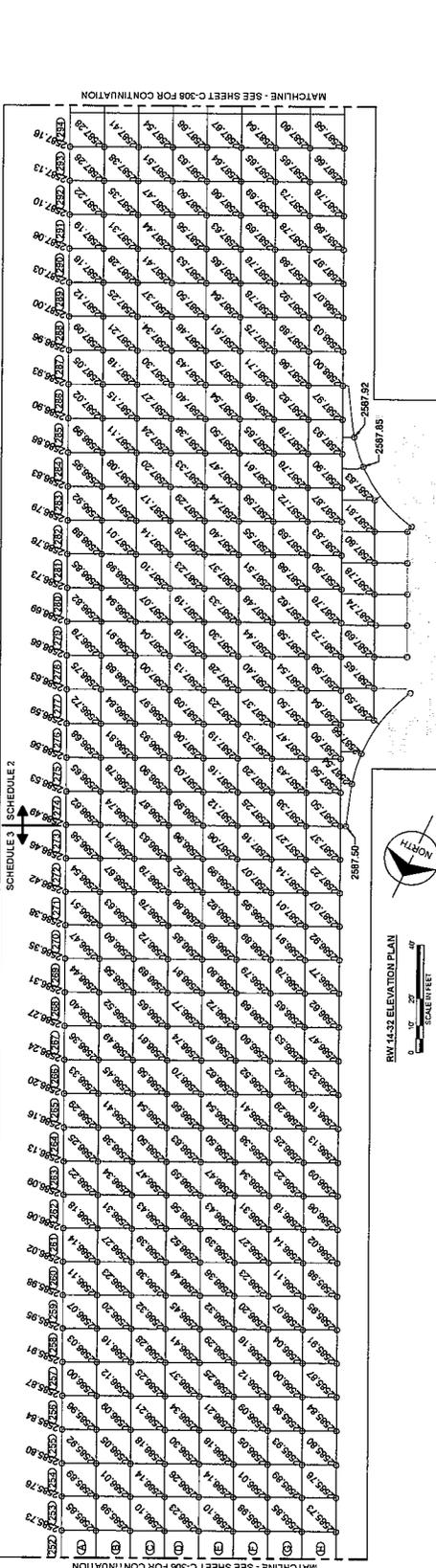
DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

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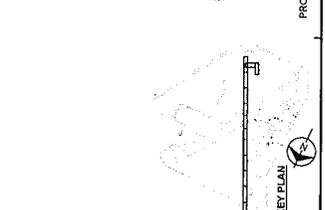
SCHEDULE 2  
551 SPACES @ 12.5' = 687.50'



SCHEDULE 3



NOTES:  
1. PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL PAVEMENT UNLESS INDICATED OTHERWISE.  
2. ALL EXISTING PAVEMENT SHALL BE RECONSTRUCTED TO MEET EXISTING PAVEMENT AT TIE-INS AND MATCH POINTS PRIOR TO BEGINNING CONSTRUCTION.  
3. ALL CONCRETE PANELS THAT ARE DENOTED WITH 'P' OR ARE IRREGULAR IN SHAPE SHALL BE REINFORCED. SEE DETAIL 10 ON DRAWING C-502.  
4. IF CONTRACTOR PROPOSES A DIFFERENT LAYOUT THAN SHOWN, THIS LAYOUT SHALL BE SUBMITTED TO THE ENGINEER AND FAF FOR APPROVAL.  
5. CONTRACTOR SHALL USE TYPE E DOMELED CONSTRUCTION JOINTS WHERE PAVING OPERATIONS ARE DELAYED OR STOPPED.  
6. ALL JOINTS SHALL BE SEALED IN ACCORDANCE WITH ITEM P-604 UNLESS SPECIFIED OTHERWISE.



KERRY J. ADAMS  
PROFESSIONAL ENGINEER  
PE #19560

DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

PROJECT: 29220  
DRAWING: 3-307

DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

PROJECT: 29220  
DRAWING: 3-307

DOUGLAS COUNTY REGIONAL AIRPORT  
DOUGLAS COUNTY, MISSOURI

RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 7 OF 14

no.	date	by	cd	description
0	15/23/17	MAF	REL	ISSUED FOR BID
1	05/23/17	MAF	REL	CONSTRUCTION
1	4/27/18	MAF	REL	ADDED WAF REINFORCEMENT

ISSUED FOR CONSTRUCTION

**BURNS MEDONNELL**  
 1000 W. 14th Street  
 Dodge City, Kansas 67801  
 Phone: 785-333-9000

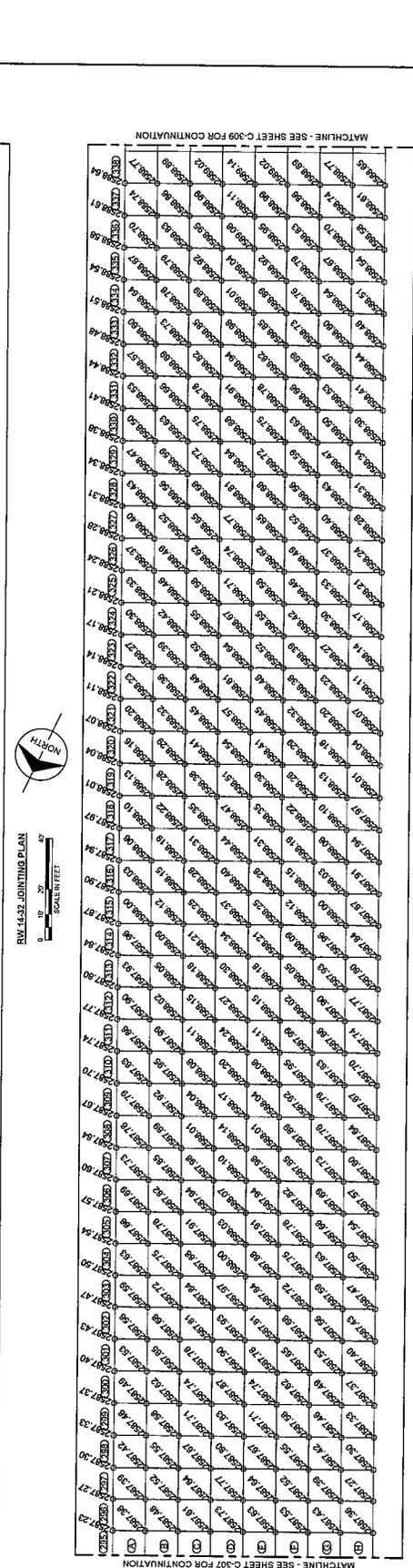
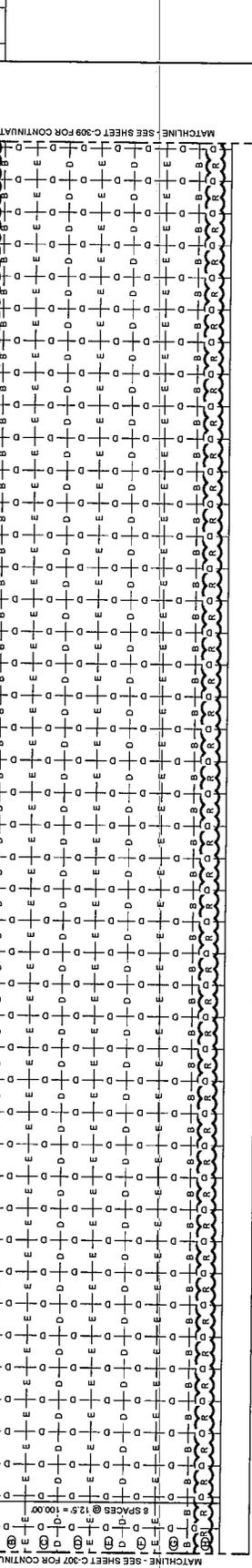
DATE: 10/20/2017  
 DRAWN BY: A. ENIGMAN  
 CHECKED BY: M. FISCHER  
 DESIGNED BY: R. LORTON

PROJECT: RECONSTRUCT RUNWAY 14-32  
 SHEET 8 OF 14  
 A/P: 9220  
 3-20-001-003-2016

DODGE CITY REGIONAL AIRPORT  
 DODGE CITY, KANSAS

DRAWING: C-308  
 SHEET: 76 OF 164  
 REV: 1

FILE: 9220-C-301.DWG



**LEGEND:**

- A THICKENED EDGE
- B ISOLATION JOINT
- C CONCRETE AND ASPHALT EDGE ISOLATION JOINT
- D HINGED CONTRACTION JOINT
- E DOWELED CONTRACTION JOINT
- F DUMMY CONTRACTION JOINT
- G DOWELED CONTRACTION JOINT
- H BUTT JOINT
- I REINFORCED SLAB

**NOTES:**

1. PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL PAVEMENT UNLESS INDICATED OTHERWISE.
2. MEET EXISTING PAVEMENT ELEVATIONS. CONTRACTOR SHALL VERIFY ELEVATIONS AT ALL JOINT POINTS PRIOR TO BEGINNING CONSTRUCTION.
3. ALL CONCRETE PANELS THAT ARE DOWELED WITH "R" JOINTS SHALL BE REINFORCED. SEE DETAIL 10 ON DRAWING C-302.
4. IF CONTRACTOR PROPOSES A DIFFERENT LAYOUT THAN SHOWN, CONTRACTOR SHALL SUBMIT TO THE ENGINEER AND FAA FOR APPROVAL.
5. CONTRACTOR SHALL USE TYPE E DOWELED CONTRACTION JOINTS FOR ALL PAVING OPERATIONS ARE DELAYED OR STOPPED.
6. ALL JOINTS SHALL BE SEALED IN ACCORDANCE WITH ITEM F-004 UNLESS SPECIFIED OTHERWISE.

**KEY PLAN**

KERRY J. JOHNS  
 PROFESSIONAL ENGINEER  
 PE #15588

7. CLIENT: BURNS & MEDONNELL ENGINEERING COMPANY, INC. | 10/20/2017 1:57 PM ALM/GAM

no.	date	by	chd	description
0	10/23/17	MAF	RBL	ISSUED FOR BID
1	10/23/17	MAF	RBL	ISSUED FOR CONSTRUCTION
1	4/27/18	MAF	RBL	ADDED WAF REINFORCEMENT

**ISSUED FOR CONSTRUCTION**

**BURNS MEDONNELL**  
 1800 West Parkway  
 Suite 200  
 Overland Park, KS 66207-1114  
 Phone: 913.333.5000

date	10/20/2017	designed by	A. ENGLISH
checked by	R. LORTON	signature	M. FISCHER

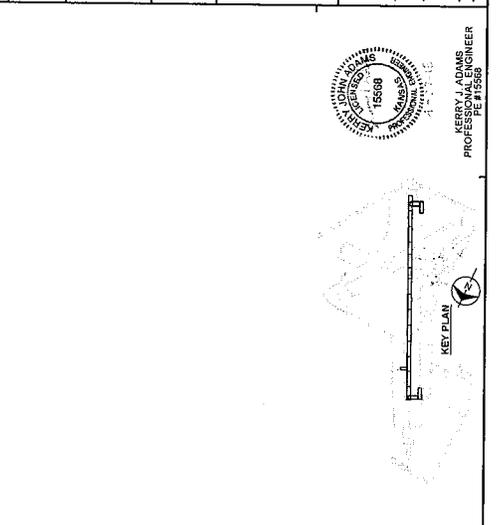
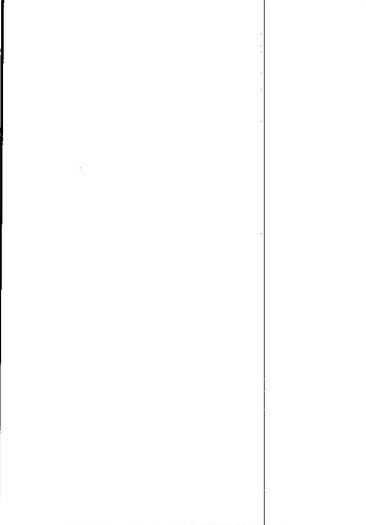
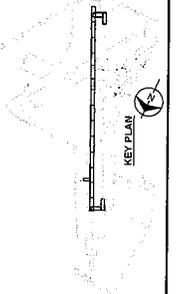


RECONSTRUCT RUNWAY 14-32  
 RW 14-32 JOINTING AND ELEVATION PLAN  
 SHEET 9 OF 14  
 PROJECT 92520  
 drawing 3-20-0017-000-2016  
 drawing rev. 1

sheet 77 of 164 sheets  
 file 02820-C-301.DWG



KERRY J. ADAMS  
 PROFESSIONAL ENGINEER  
 PE #15588



- LEGEND:**
- A THICKENED EDGE ISOLATION JOINT
  - AP CONCRETE AND ASPHALT EDGE ISOLATION JOINT
  - B HINGED CONTRACTION JOINT
  - C DOWELED CONTRACTION JOINT
  - D DUMMY CONTRACTION JOINT
  - E DOWELED CONTRACTION JOINT
  - F BUTT JOINT
  - R REINFORCED SLAB

- NOTES:**
1. FINISHED ELEVATIONS INDICATED ARE FOR TOP OF FINAL PAVEMENT UNLESS INDICATED OTHERWISE.
  2. CONTRACTOR SHALL VERIFY ALL ELEVATION POINTS PRIOR TO BEGINNING CONSTRUCTION.
  3. ALL CONCRETE PANELS THAT ARE DOWELED WITH "R" OR ASB BARS SHALL BE REINFORCED. SEE DETAIL TO ON DRAWING C-302.
  4. IF CONTRACTOR PROPOSES A DIFFERENT LAYOUT THAN SHOWN THIS DRAWING SHALL BE SUBMITTED TO THE ENGINEER AND FAA FOR APPROVAL.
  5. CONTRACTOR SHALL USE TYPE E DOWELED CONTRACTION JOINTS FOR ALL PAVING OPERATIONS ARE DELAYED OR STOPPED.
  6. ALL JOINTS SHALL BE SEALED IN ACCORDANCE WITH ITEM F-804 UNLESS SPECIFIED OTHERWISE.

54 SPACES @ 12.5' = 6687.50'

RW 14-32 JOINTING PLAN  
 0 10 20 30  
 SCALE: FEET

RW 14-32 ELEVATION PLAN  
 0 10 20 30  
 SCALE: FEET



REV	DATE	BY	CHKD	DESCRIPTION
0	05/21/17	MAF	RBL	ISSUED FOR BID
1	05/23/17	MAF	RBL	CONSTRUCTION
1	04/27/18	MAF	RBL	ADDED WAF REINFORCEMENT

**ISSUED FOR CONSTRUCTION**

**BURNS MEDONNELL**  
 1800 Wing Parkway  
 Fort Worth, TX 76105-3330

DATE: 07/20/2017  
 DESIGNED BY: A. EWGMAN  
 CHECKED BY: R. LORTON  
 DRAWN BY: M. FISCHER

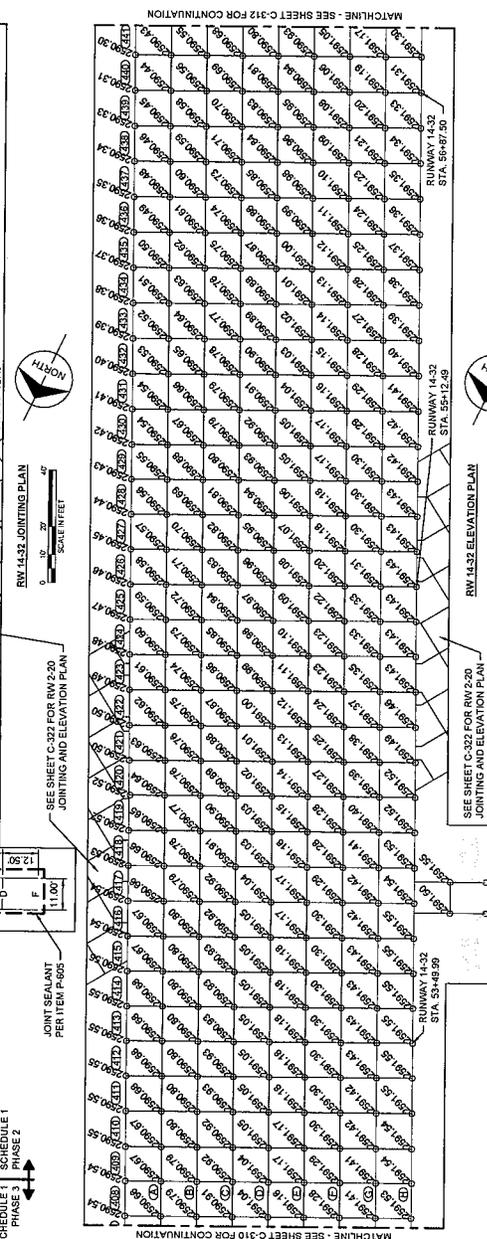
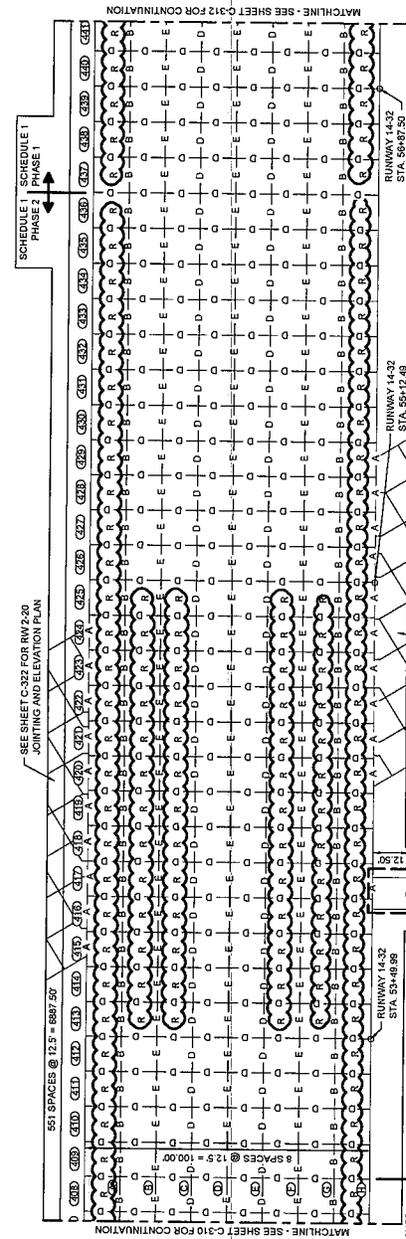


PROJECT: RECONSTRUCT RUNWAY 14-32  
 RW 14-32 JOINTING AND ELEVATION PLAN  
 SHEET 11 OF 14  
 DRAWING NO: 09200  
 DATE: 3-20-0017-000-2016  
 SHEET 79 OF 164  
 REV: C-311 - 1  
 SHEETS

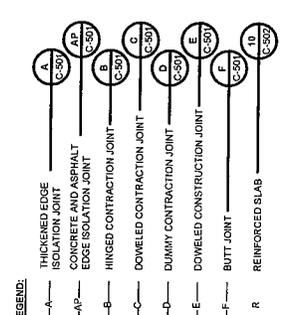


KERRY J. ADAMS  
 PROFESSIONAL ENGINEER  
 PE #15568

1 2 3 4 5 6 7 8 9 10 11 12 13 14



- NOTES:**
- PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL PAVEMENT UNLESS INDICATED OTHERWISE.
  - MEET EXISTING PAVEMENT ELEVATIONS. CONTRACTOR SHALL VERIFY ELEVATIONS AT THE INS AND MATCH POINTS PRIOR TO BEGINNING CONSTRUCTION.
  - ALL CONCRETE PANELS THAT ARE DENOTED WITH "R" OR ARE IRREGULAR IN SHAPE SHALL BE REINFORCED. SEE DETAIL TO ON DRAWING C-502.
  - IF CONTRACTOR PROPOSES A DIFFERENT LAYOUT THAN SHOWN, THIS LAYOUT SHALL BE SUBMITTED TO THE ENGINEER AND PAV FOR APPROVAL.
  - CONTRACTOR SHALL USE TYPE E DOWELED CONSTRUCTION JOINTS WHERE PAVING OPERATIONS ARE DELAYED OR STOPPED.
  - ALL JOINTS SHALL BE SEALED IN ACCORDANCE WITH ITEM P-604 UNLESS SPECIFIED OTHERWISE.



2. K:\CLIENTS\BURNS MEDONNELL\PROJECTS\RW 14-32 JOINTING AND ELEVATION PLAN\DWG 072017-11-15-PAV-NEW.DWG





no.	date	by	check	description
0	10/23/17	MAF	RBL	ISSUED FOR BID
1	10/23/17	MAF	RBL	CONSTRUCTION
1	4/27/18	MAF	RBL	ADDED WAF REINFORCEMENT

**ISSUED FOR CONSTRUCTION**

**BURNS MEDONNELL**  
1800 West Parkway  
Dodge City, Kansas 67801  
Phone: 781.333.8400

date: 10/20/2017  
designed: A. FERGUSON  
checked: M. FISCHER  
drawn: R. LORTON

DODGE CITY REGIONAL AIRPORT  
DODGE CITY, KANSAS

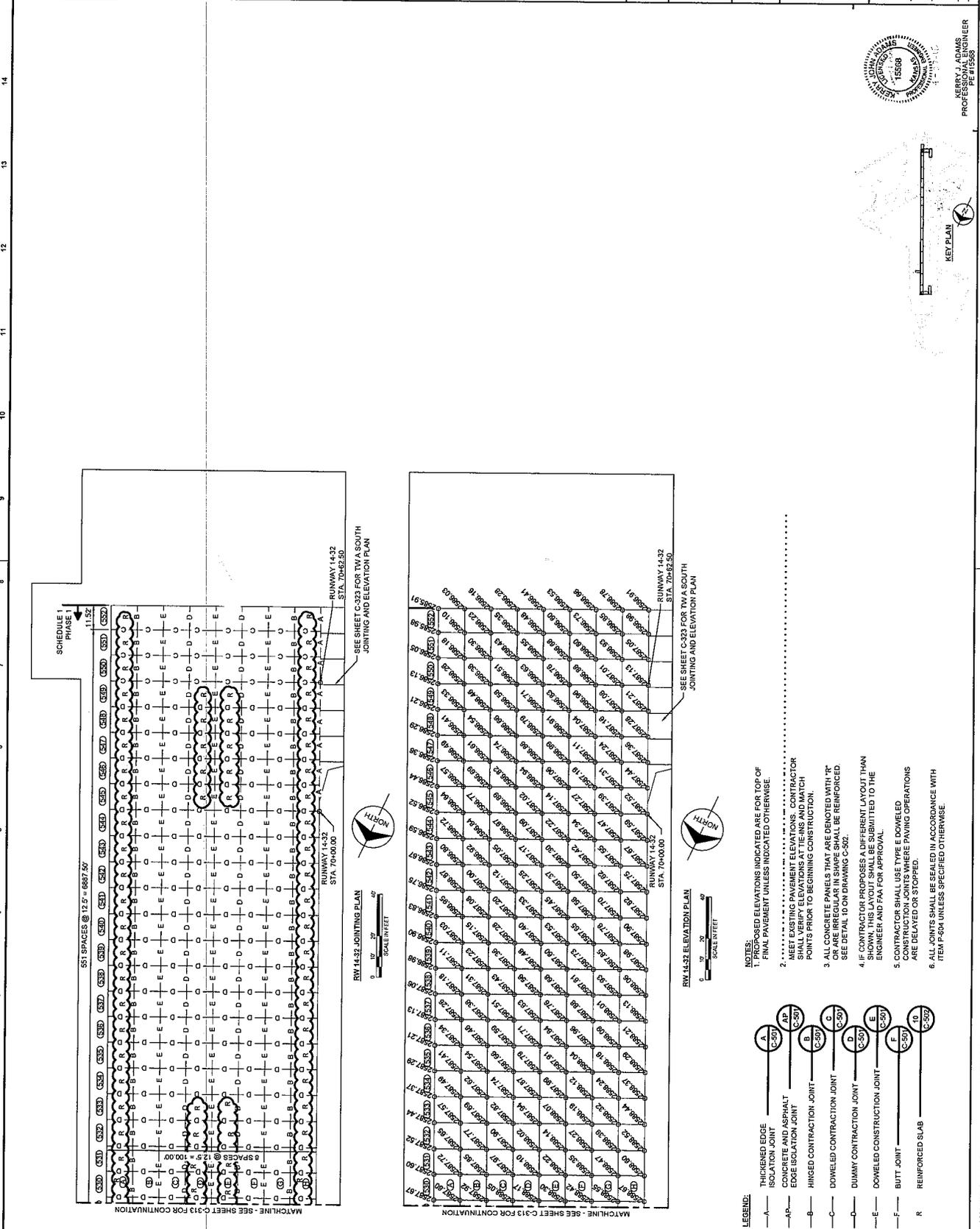
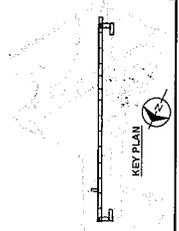
PROJECT: RECONSTRUCT RUNWAY 14-32  
RW 14-32 JOINTING AND ELEVATION PLAN  
SHEET 14 OF 14

project: 9320  
drawing: 3-20-0017-000-2016

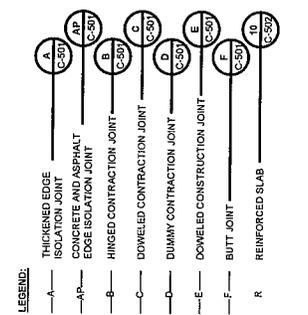
sheet: 52 of 164  
rev: 1  
file: 59320-C-301.DWG



KERRY J. ADAMS  
PROFESSIONAL ENGINEER  
PE #15588



- NOTES:**
- PROPOSED ELEVATIONS INDICATED ARE FOR TOP OF FINAL PAVEMENT UNLESS INDICATED OTHERWISE.
  - MEET EXISTING PAVEMENT ELEVATIONS. CONTRACTOR SHALL VERIFY ELEVATIONS AT TIE-INS AND MATCH POINTS PRIOR TO BEGINNING CONSTRUCTION.
  - ALL CONCRETE PANELS THAT ARE DENOTED WITH "R" OR ARE IRREGULAR IN SHAPE SHALL BE REINFORCED SEE DETAIL 10 ON DRAWING C-52.
  - IF CONTRACTOR PROPOSES A DIFFERENT LAYOUT THAN SHOWN, THIS LAYOUT SHALL BE SUBMITTED TO THE ENGINEER AND FAA FOR APPROVAL.
  - CONTRACTOR SHALL USE TYPE E DOWELED CONSTRUCTION JOINTS WHERE PAVING OPERATIONS ARE DELAYED OR STOPPED.
  - ALL JOINTS SHALL BE SEALED IN ACCORDANCE WITH ITEM P-604 UNLESS SPECIFIED OTHERWISE.



### Construction Contract Change Order

<b>Project: Reconstruct Runway 14-32 (Schedules 1 &amp; 2)</b> FAA AIP No. 3-20-0017-031 BMD Project No. 101450	Change Order No. <b>3</b> (Grant 31) Date Prepared: <b>August 17, 2018</b>
<b>Owner:</b> City of Dodge City, KS 806 Second Avenue Dodge City, KS 67801	<b>Contractor:</b> Pavers, Inc. 505 Francis Avenue Salina, KS 67402

**Description of Work Included in Contract**  
 The scope of this project is to perform reconstruction of the existing Runway 14-32, along with new edge lighting, signage, and pavement markings.

**Changes and Reasons Ordered (List Individual Changes as: A, B, C, D, etc.)**

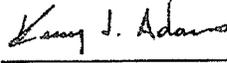
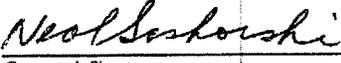
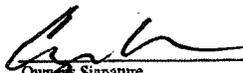
A. This change order revises the quantity of Temporary Seeding per the P-156 specification. Since the season for the permanent seeding of the project is from December 1st to May 15th, permanent seeding cannot be installed as Schedule 1; Phases 2 and 3, and Schedule 2 construction is completed as the timing falls outside of the specified seeding season, with Phase 2 completed in September, Phase 3 to be completed in October, and Schedule 2 estimated for completion in November. This larger quantity of temporary seeding is required on the project for Schedule 1; Phases 2 and 3, and Schedule 2 to obtain ground cover in compliance with the Stormwater Pollution Prevention Plan (SWPPP). The area for Schedule 1, Phase 1 of approximately 20 AC was permanently seeded in May, therefore, no temporary seeding is included for Phase 1. The original Contract amounts for Temporary Seeding (3 AC for Schedule 1 and 2 AC for Schedule 2) were only intended to cover the areas along the edges of the runway that were to receive sod, which is 18" wide along the length of the runway. These amounts will not be used, as the sod will be placed, so they are replaced per the revised quantities shown. The attached sketch shows the areas to receive temporary seeding with Schedule 1 (4 AC (Phase 2)+ 5 AC (Phase 3)= 9 AC) and Schedule 2 (16 AC). With the larger acreage of temporary seeding, the Contractor was able to provide a lower unit price as shown below. No Contract Calendar Days are added as a result of this change order.

Attachments: Contractor's change order proposal, Temporary Seeding Area Sketch

Contract Changes	Bid Item No.	Bid Item Description	Previous Estimated Quantity	Unit of Measure	Contract Unit Price	Revised Estimated Quantity	Revised Unit Price	Original Estimated Cost	Revised Estimated Cost
<b>Schedule 1</b>									
1	22	Temporary Seeding	3	AC	\$1,719.87	9	\$1,200.00	\$5,159.61	\$10,800.00
<b>Schedule 2</b>									
2	14	Temporary Seeding	2	AC	\$1,719.87	16	\$1,200.00	\$3,439.74	\$19,200.00
<b>Summation of Cost</b>								<b>\$8,599.35</b>	<b>\$30,000.00</b>
<b>Net Cost for this Change Order</b>								<b>\$21,400.65</b>	

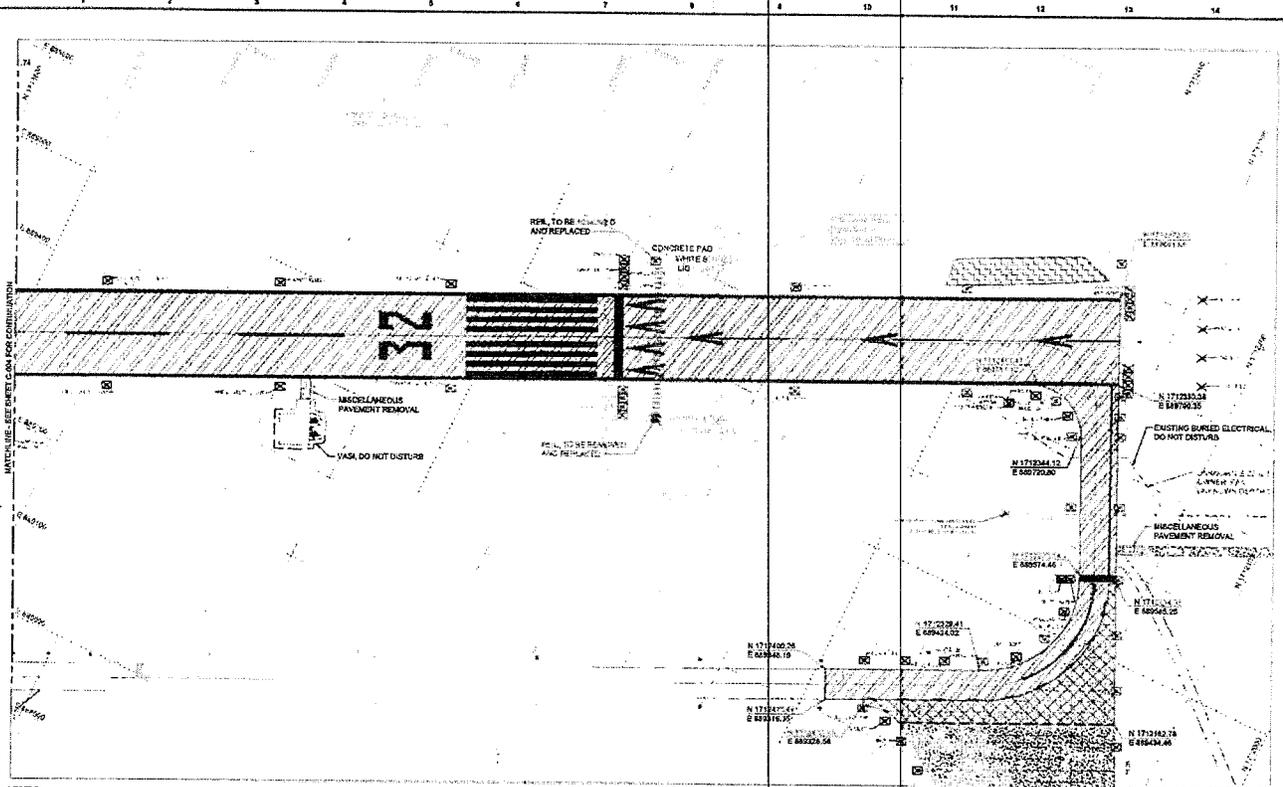
<b>Estimated Project Cost</b>	<b>Time Change</b>
Original Contract Amount	Original Contract Start Date (12/18/17), Restart Date
Previously Approved Changes	Original Contract Time (calendar days) [245 - 4 (used in 2017)]
This Change Order	Previously Approved Changes (calendar days)
New Contract Amount	This Change Order (calendar days)
	New Construction Completion Date

**THIS AGREEMENT IS SUBJECT TO ALL ORIGINAL CONTRACT PROVISIONS AND PREVIOUS CHANGE ORDERS**

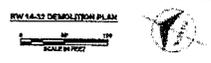
<b>ISSUED FOR REASONS INDICATED ABOVE</b>		Project Manager	9/24/2018
	Engineer's Signature	Title	Date
<b>ACCEPTED BY CONTRACTOR</b>		Project Manager	10-6-18
	Contractor's Signature	Title	Date
<b>APPROVED BY OWNER</b>		Airport Manager	10-8-18
	Owner's Signature	Title	Date



REV.	DATE	BY	CHKD.	DESCRIPTION
0	06/20/17	MAP RBL		ISSUED FOR BIDDING
1	06/27/17	MAP RBL		ISSUED FOR CONSTRUCTION



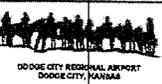
- LEGEND:**
- CONCRETE PIPE REMOVAL
  - SAW CUT FULL DEPTH
  - POC PAVEMENT REMOVAL FULL DEPTH (6" TO 12")
  - ASPHALT PAVEMENT REMOVAL FULL DEPTH (6" TO 12")
  - 4" COLD MILLING, AC
  - MISCELLANEOUS PAVEMENT REMOVAL
  - REMOVE LIGHT, FIXTURE, BASE AND MISCELLANEOUS OBJECTS
  - REMOVE MISCELLANEOUS OBJECTS
  - PAVEMENT MARKING REMOVAL
- DEMOLITION NOTES:**
1. SEE SHEET C-001 FOR DEMOLITION NOTES.



**ISSUED FOR CONSTRUCTION**



DATE: 10/02/2017	DESIGNER: A. WAGMAN
DRAWN BY: M. FISCHER	CHECKED BY: R. LORTON



DODGE CITY REGIONAL AIRPORT  
DODGE CITY, KANSAS

RECONSTRUCT RUNWAY 14-32  
RW 14-32 DEMOLITION PLAN  
SHEET 2 OF 5

PROJECT: 42925  
DATE: 03-20-2017-03-20-2018

NO. C-005 OF 0

JERRY J. ADAMS  
PROFESSIONAL ENGINEER  
PE #12568



# PAVERS, INC.

505 Francis Ave. \* P. O. Box 1967 \* Salina, Kansas 67402-1967  
785-825-6771 \* (FAX) 785-825-0584

November 6, 2018

Burns and McDonnell  
9400 Ward Parkway  
Kansas City, Missouri 64114

Attn: Kerry Adams

Re: Dodge City Airport  
Reconstruct Runway 14-32  
Dodge City Kansas

Dear Sir:

There has been discussion about the existing conduit on runway 14-32 in the 32 end located at the existing REIL's. This conduit was not located prior to construction commencing in this area. After exploration by Atlas Electric it was located and found to be cut both under the runway during the fly ash installation and again along the edge during the edge drain installation. You requested a price to directional bore in a new conduit for the sync of the REIL's.

The price to perform this work is \$3,960.00. We also request 2 calendar days to install this conduit with the directional bore. The area is finished graded, seeded, sod laid and will require some additional work to clean up and restore.

Please advise if you have any further questions or comments.

Sincerely,  
Pavers Inc.

Neal Saskowski  
Project Manager