

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 7, 2022

7:00 p.m.

MEETING #5206

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Joel Tuche of Nueva Esperanza Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Youth Art Month Proclamation

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).

Young Guns Update – Melissa Vander Hamm

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 21, 2022.
2. Appropriation Ordinance No.5, March 7, 2022.
3. Cereal Malt Beverage License:
 - a. Provecho, 202 E. Fronview.
 - b. Corner Market, 609 S. 2nd Avenue.
 - c. Corner Market, 2615 East Trail Street.
4. Approval of Change Order #1 for the Event Center Concrete Repairs.

ORDINANCES & RESOLUTIONS

Charter Ordinance No. 42: A Charter Ordinance Exempting the City of Dodge City, Kansas from the Provisions of K.S.A. 64-100, et. Seq., Providing Substitute and Additional Provisions Which Relate to the Naming of an Official City Newspaper and Repealing any Ordinance in Conflict Therewith. Report by Nicole May, Finance Director.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Purchase the Ribbon Board Screens and Associated Hardware and Software for the United Wireless Arena. Report by Melissa McCoy, Assistant City Manager/Public Affairs.
2. Approval of the Scope of Services with Burns and McDonnell for the Spatial Analysis and Section 106 eligibility Evaluation. Report by Corey Keller, Public Works Director.
3. Approval of the Slide Restoration Project for Long Branch Lagoon Water Park. Report by Melissa McCoy, Assistant City Manager/Public Affairs.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

PROCLAMATION

Whereas, In celebration of Youth Art Month, the Kansas Art Education Association will be hosting the Kansas Youth Art Month exhibit on display at the Topeka Shawnee County Public Library from March 2nd to March 26th: and

Whereas, The first Youth Art Month celebration was started in 1969 by The Council for Art Education to advocate for visual art education. The event emphasized the value of students participating in the visual arts. Youth Art Month is celebrated across the nation with art contests, exhibits and special activities: and

Whereas, KAEA has invited art educators from across the state to participate in the celebration by entering one work of art to represent every school. They've partnered with The Alice Sabatini Art Gallery, Blick Art Materials and others and will award students scholarships, cash awards, and other prizes. We have chosen Senior, Josephina A. Cox to represent Dodge City High School with her acrylic painting titled, Youthful Adolescence: and

Whereas, The Kansas Art Education Association would like to invite you to join us in our Celebration/Reception for student artists, their families, and educators Saturday, March 26th, 2022 from 1-2:30. The Celebration/Reception will be held in the Shawnee County Topeka Public Library. There will be time for guests to view the artwork, a guest speaker, recognition of students, activities, sale of YAM merchandise and light refreshments. The library will open at 12:00; and

Whereas, Students who have their artwork exhibited and are in attendance during the YAM Celebration, will be recognized with a group photo. This event would be a great opportunity for you to show support for the arts in your school and community!

Now therefore, I Mayor Kent Smoll, of the City of Dodge City, do hereby proclaim March as

Youth Art Month

In Ford County Kansas and invite you to join the Kansas Art Education Association in the Celebration/Reception on Saturday, March 26th, 2022 at the Shawnee County Topeka Library in Topeka Kansas.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 7th day of March 2022.

SEAL

Mayor

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, February 21, 2022

7:00 p.m.

MEETING #5205

Public is welcome although seats are limited for social distancing; or you can view as follows:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Rick Sowers, Chuck Taylor, Joseph Nuci present, Commissioner Michael Burns reported absent.

INVOCATION by Pastor Corky Spittler of Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Rick Sowers made a motion to approve the agenda as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

PETITIONS & PROCLAMATIONS

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

Lori Juhlin, Executive Director of the Dodge City Public Library spoke on the open communication the library has with the city and city officials and the services that the library offers. She also voiced her concern about the repairs needed for the roof of the library.

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, February 7, 2022.
2. Approval of City Commission Meeting Minutes, February 7, 2022.
3. Appropriation Ordinance No.4, February 21, 2022.
4. Cereal Malt Beverage License:
 - (a) Tacos Jalisco, 412 E. Wyatt Earp Blvd.

Commissioner Joseph Nuci made a motion to approve the consent calendar. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3769: An ordinance of the City of Dodge City, Kansas amending the official zoning map of the city, changing the property located at Ross Boulevard from R-S Residential Suburban to R-2 Residential Medium Density was approved on a motion by Commissioner Rick Sowers. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the proposal from Streamline Innovations Inc. in the amount of \$185,750 to complete a Schedule A Engineering Package for a Valkyrie H2S Treating System. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.
2. Commissioner Joseph Nuci moved to approve the quotes in the total amount of \$31,252.94 from Conant Construction and Seal Pro of Wichita, Kansas for the new cement floor and to epoxy the concrete floor for the animal shelter. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0.
3. Commissioner Rick Sowers moved to approve to allow staff to submit SPARKS grants applications. Commissioner Chuck Taylor seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk

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

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

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	
SECTION 2 - APPLICANT INFORMATION	
Kansas Sales Tax Registration Number (required): <u>9698390</u>	
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)	
Name <u>Alysia Guzman</u>	Phone No. <u>620-255-8486</u> Date of Birth <u>8/28/93</u>
Residence Street Address <u>810 Wright Ave</u>	City <u>Dodge City</u> Zip Code <u>67801</u>
Applicant Spousal Information	
Spouse Name <u>Emmanuel Guzman</u>	Phone No. <u>620-255-9134</u> Date of Birth <u>01/11/94</u>
Residence Street Address <u>810 Wright Ave</u>	City <u>Dodge City</u> Zip Code <u>67801</u>
SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Provecho</u>	Name <u>Alysic Guzman</u>
Business Location Address <u>202 E. 7th Frontview</u>	Address <u>810 Wright Ave</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620-255-9134</u>	<input type="checkbox"/> I own the proposed business location. <input checked="" type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) <u>Professional Management</u>	
SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>28</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-844069259-F01			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation Corner Market 118 LLC		Principal Place of Business 6300 Richmond Ave., Suite 300	
Corporation Street Address 6300 Richmond Ave., Suite 300		Corporation City Houston	State Texas
		Zip Code 77057	
Date of Incorporation 07-02-1984		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Duncan Law Office		Phone No. 785-233-2265	
Residence Street Address 212 SW 8th Ave, Suite 202		City Topeka	State Kansas
		Zip Code 66603	
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Corner Market		Name Corner Market	
Business Location Address 609 South 2nd Avenue		Address 6300 Richmond Ave., Suite 300	
City Dodge City	State Kansas	Zip 67801	
		City Houston	State Texas
		Zip 77057	
Business Phone No. 620-227-2692		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name Omair Bashir		Position Managing Member	Date of Birth 11-3-1983
Residence Street Address 17915 Luminaire Lane		City Richmond	State Texas
		Zip Code 77407	
Spouse Name Maha Omair		Position Spouse	Date of Birth 11-25-1986
Residence Street Address 17915 Luminaire Lane		City Richmond	State Texas
		Zip Code 77407	
Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	
Name		Position	Date of Birth
Residence Street Address		City	State
		Zip Code	
Spouse Name		Position	Age
Residence Street Address		City	State
		Zip Code	

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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City or County of Dodge City

SECTION 1 – LICENSE TYPE			
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit			
Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.			
SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-844069230-F01			
I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application)			
Name of Corporation Corner Market 117 LLC	Principal Place of Business 6300 Richmond Ave., Suite 300		
Corporation Street Address 6300 Richmond Ave., Suite 300	Corporation City Houston	State Texas	Zip Code 77057
Date of Incorporation 07-02-1984	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Duncan Law Office	Phone No. 785-233-2265		
Residence Street Address 212 SW 8th Ave, Suite 202	City Topeka	State Kansas	Zip Code 66603
SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Corner Market		Name Corner Market	
Business Location Address 2615 East Trail Street		Address 6300 Richmond Ave., Suite 300	
City Dodge City	State Kansas	City Houston	State Texas
Zip 67801		Zip 77057	
Business Phone No. 620-227-2625		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284			
SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse*, if applicable. Attach additional pages if necessary.			
Name Omar Bashir	Position Managing Member		Date of Birth 11-3-1983
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas	Zip Code 77407
Spouse Name Maha Omair	Position Spouse		Date of Birth 11-25-1986
Residence Street Address 17915 Luminaire Lane	City Richmond	State Texas	Zip Code 77407
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code
Name	Position		Date of Birth
Residence Street Address	City	State	Zip Code
Spouse Name	Position		Age
Residence Street Address	City	State	Zip Code



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: March 7, 2022
Subject: Change Order #1, Event Center Concrete Repairs, CA 1402
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for the Event Center Concrete Repairs for a decrease in the amount of \$3,633.89.

Background: At the December 6, 2021 Commission Meeting, the Commission awarded the construction of the Event Center Concrete Repairs project to Precision Construction & Contracting LLC (PCC). The 2021 Safety Inspection of the parking lot found many areas that would be considered tripping or fall hazards. The hazards ranged from broken curbs to heaved/settled sidewalks and ADA Ramps. There are also some cracked concrete panels that will be repaired. A list of repairs was started in 2014, but due to circumstances and the sheer number of repairs needed the project was advertised for bid this year.

To keep the project within the budgeted amount, staff decided to delete all of the work that was to take place at Site #35 of the plans. This was to repair a portion of the parking lot that had cracked. This item was not listed on the Safety Report and does not cause a safety problem. Also, Site #38 was deleted from the project as that concrete was no longer heaved.

A new item was added for PCC to recover their equipment rental costs and overhead based on them agreeing to reduce the quantities to get the project within the budgeted amount and the reduction of field placed quantities.

Justification: These repairs will improve the sidewalk, ADA Ramps, parking lot, and the safety of those attending events at the Event Center.

Financial Considerations: Change Order #1 is for a decrease of \$3,633.89. Funding of this project will be from the 2021 & 2022 Why Not Dodge (WND) Sales Tax Budget.

Purpose/Mission: The completion of this project aligns with the City's Core Values of Safety and Ongoing Improvement.

Legal Considerations: By approving the Change Order with Precision Construction & Contracting, LLC, the contract dollar amount will be amended.

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: Event Center Concrete Repairs

PROJECT NUMBER: CA 1402

CONTRACTOR: Precision Constrction & Contracting, LLC

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
Concrete Sidewalk 6"	SY	247.2636	187	-60.2636	\$ 120.60		\$ (7,267.79)
Equipment Rental & OH	LS	0	1	1		\$ 3,633.90	\$ 3,633.90
						NET DECREASE	\$ (3,633.89)

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery
Director of Engineering Services

Contractor: Precision Constrction & Contracting, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Nicole May, Finance Director

Date: March 3, 2022

Subject: Charter Ordinance No. 42

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends the approval of Charter Ordinance No. 42.

Background: State statute requires that certain items of City business be published in the officially designated newspaper. Due to times changing, it is now allowable to designate the City's website as the official city newspaper. This Charter Ordinance is the first step in this process, a new resolution will need to be drafted designating the website as the official city newspaper.

Justification: Due to changing times, newspapers are not as widely read as they once were. Recently, the Dodge City Daily Globe changed their publication schedule to only publishing three days a week. Allowing items to be published on the City's web page instead of in the newspaper will insure that notices are posted within the required timeframes and may reduce publication expenses for the City.

Financial Considerations: None

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

Legal Considerations: Charter Ordinance has been reviewed by City Attorney and he found it to be correct to form.

Attachments: Charter Ordinance 42

CHARTER ORDINANCE NO. 42

A Charter Ordinance exempting the City of Dodge City, Kansas from the provisions of K.S.A. 64-101, et. seq., providing substitute and additional provisions which relate to the naming of an official city newspaper, and repealing any ordinance in conflict therewith:

BE IT ORDAINED BY THE CITY OF DODGE CITY, KANSAS as follows:

Section 1. The City of Dodge City, Kansas, by the power vested in it by Article 12, Section 5 of the Constitution of the State of Kansas, hereby elects to exempt itself and make inapplicable to it K.S.A. 64-101, which applies to this city but does not apply uniformly to all cities.

Section 2. The governing body shall designate by authorizing, upon proper resolution, the City of Dodge City website, as the official city newspaper.

Section 3. This charter ordinance shall be published once each week for two consecutive weeks in the official city newspaper.

Section 4. This charter ordinance shall take effect 61 days after the final publication unless a sufficient petition for a referendum is filed, requiring a referendum to be held on the ordinance as provided by Article 12, Section 5, Subsection (c)(3) of the Constitution of the State of Kansas, in which case this charter ordinance shall become effective upon approval by the majority of the electors voting thereon.

Passed by the governing body, not less than two-thirds of the members-elect voting in favor thereof, this 7th day of March, 2022.

Mayor

Attest:

City Clerk



Memorandum

To: Ford County Commission and City of Dodge City Commission
From: Community Facility Advisory Board
Date: 03/3/22
Subject: United Wireless Arena Ribbon Board and Screens Purchase
Agenda Item: New Business

Recommendation: CFAB recommends the purchase of the ribbon board, screens, and associated hardware and software at the United Wireless Arena (UWA). Sole source bid amounts to \$1,474,492 from Daktronics to the City and County Commissions for approval.

Background: In early February, the City Commission authorized staff to obtain a sole source bid for the audio video components at UWA. The existing ribbon board at UWA is failing and some components are no longer functional. In addition, due to the age of the board, the replacement parts are no longer available. The ribbon board is an integral part of the arena and is used to promote upcoming events, sponsors, and scores for games and tournaments. However, there are very few vendors for this type of technology-thus the sole source bidding. In addition to the ribbon board failing, the large screens on the north and south walls are also in need of replacement.

Justification: Daktronics is the industry leader and provides a comprehensive system for venues of all sizes. They install quality systems and ensure that they remain operational. The goal is to have a partner who can provide, install and service the equipment and who will have parts when needed. The existing screens and ribbon are ten years old. The replacements are necessary to keep the system operational and should add improvements to quality of images and video as well. This proposal upgrades the current large screen on the north wall and upgrades the south wall screen from a static screen.

Financial Considerations: If approved, improvements will be paid for with a short-term bond, that has a five year pay off.

Purpose/Mission: Together we value progress, growth, and ongoing improvement.

Legal Considerations: There are no legal considerations.

Attachments:
Daktronics Sales Agreement

DAKTRONICS SALES AGREEMENT

United Wireless Arena
4100 W Comanche St
Dodge City, KS 67801

740143-2 REV 0
14-Feb-2022
Valid for 60 Days

RE: United Wireless Arena- Video and Ribbons
Omnia Partners Contract #R170101 – Certified Proposal Number #KS-R170101-314061

Dear Chris Ragland,

Daktronics, Inc. ("Daktronics") appreciates the opportunity to provide a Sales Agreement to United Wireless Arena ("Purchaser").

Equipment and Services:

OPTION 1: END WALL DISPLAYS

- DVN-3001-5.9MN-840x2604
- DVN-3001-5.9MN-420x1344
- Control Equipment
- Installation
- Service: 1 Year Parts & Labor

(See attachments for additional details.)

PRICE (EXCLUDING TAXES) \$742,846.00

OPTION 2: RIBBON

- RTN-301-15MN-40x15904
- Control Equipment
- Installation
- Service: 1 Year Parts & Labor

(See attachments for additional details.)

PRICE (EXCLUDING TAXES) \$731,646.00

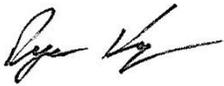
TOTAL CONTRACT PRICE (EXCLUDING TAXES) \$1,474,492.00
(amount in USD)

DAKTRONICS SALES AGREEMENT

Delivery Terms: Equipment is quoted FCA Destination. Ship Date will be determined after execution of this Sales Agreement, shop drawings are approved, and down payment is received.

Without limiting any other provision in this Agreement, the parties agree that any delays caused directly or indirectly as a result of the COVID-19 pandemic are excusable and will extend the time for performance under this Agreement. Delays may be caused by, without limitation, government mandates, unsafe site conditions, or resource constraints arising out of conformity with CDC guidelines or government mandates.

Thank you for allowing Daktronics to submit a Sales Agreement for this project. We appreciate your consideration and are excited about the possibility of working with you. If you have any questions please contact the following:



Ryan Kuzman
Regional Sales
605-695-4368
Ryan.Kuzman@Daktronics.com



or Pat DeBoer
Project Manager
605-736-0104
Pat.DeBoer@Daktronics.com

ACCEPTANCE

The "Contract Documents" are comprised of the following and will be the basis of our Sales Agreement:

- Sales Agreement 740143-2 REV 0
- [SL-02375 Standard Terms and Conditions of Sale](#)
 - (http://www.daktronics.com/terms_conditions/SL-02375.pdf)
- [SL-02374 Standard Warranty and Limitation of Liability](#)
 - (http://www.daktronics.com/terms_conditions/SL-02374.pdf)
- Attachments
 - A [Equipment and Software](#)
 - B [Purchase Price and Payment Schedule](#)
 - C [Project Management, Engineering, and Site Support Services](#)
 - D [Installation Responsibilities](#)
 - E [Standard Warranty Service and Extended Services](#)

DAKTRONICS SALES AGREEMENT

Purchaser hereby agrees to purchase the Equipment, peripherals, Services, and additional supplies as defined by the Contract Documents. The Contract Documents constitute the full and final understanding of the parties and entirely replace and supersede any previous understanding or agreement between the parties. By executing this agreement, Purchaser acknowledges that it has had opportunity and means to review the Contract Documents as provided, including any online documents.

The parties acknowledge and agree that Daktronics design and installation services meet the requirements of the building code in effect for the installation site as of the date of the Contract Documents, and is priced accordingly. In the event Daktronics is required at any time to conform its design or installation to a code with requirements greater than those required as of the date of the Contract Documents, the parties acknowledge and agree that Purchaser shall be fully responsible for all costs associated with such increased code requirements.

The parties agree that due to the volatile market for materials, including but not limited to steel, copper wire, electrical devices, and other related components, Daktronics reserves the right to adjust the contract price prior to execution of the Sales Agreement.

All notices required herein shall be given to Purchaser at the address indicated above unless otherwise directed by the Purchaser in writing. The delivery and installation shall be at the address indicated on page one unless otherwise provided below:

Product Delivery Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

Installation/End User Address

Customer:
Address:
City, State, Zip:
Contact:
Phone and E-mail:

The undersigned has actual authority to execute this document, and Daktronics is relying upon such authority.

ATTESTATION:

PURCHASER:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

DAKTRONICS, INC:

By: _____ Name/Title: _____ Date: _____
Signature Print or Type

By: _____ Name/Title: _____ Date: _____
Signature Print or Type



DAKTRONICS
SALES AGREEMENT

Estimated Delivery: Determined by order date and approval of shop drawings.
Estimated Date of Substantial Completion: Determined by order date.

DAKTRONICS SALES AGREEMENT

ATTACHMENT A | EQUIPMENT AND SOFTWARE

OPTION 1 – END WALL DISPLAYS

South Wall - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3001-5.9MN-1400-BR-MC-420x1344
- Approximate Active Area: 8.20' high x 26.25' wide
- Pixel Pitch: 5.9mm
- Matrix: 420 pixels high x 1344 pixels wide

North Wall - One (1) Indoor Daktronics LED Video Display

- Daktronics Model: DVN-3001-5.9MN-1400-BR-MC-840x2604
- Approximate Active Area: 16.40' high x 50.85' wide
- Pixel Pitch: 5.9mm
- Matrix: 840 pixels high x 2604 pixels wide

OPTION 2 – RIBBON

One (1) Indoor Daktronics LED Ribbon Display

- Daktronics Model: RTN-301-15MN-1600-SM-MA-40x15904
- Approximate Active Area: 2.05' high x 815.29' wide
- Pixel Pitch: 15mm
- Matrix: 40 pixels high x 15904 pixels wide

Options Include:

Daktronics Custom Control
NCAA Stats Interface
Installation
Project Management
Spare Parts
Shipping to Site
One (1) Year Parts & Labor
Creative Services – Basic Content Package for Option 1
Two (2) Days – On-site Training
Commissioning

DAKTRONICS SALES AGREEMENT

ATTACHMENT B | PURCHASE PRICE AND PAYMENT SCHEDULE

The Purchase Price for Option 1 shall be \$742,846.00 (Excluding Taxes).

The Purchase Price for Option 2 shall be \$731,646.00 (Excluding Taxes).

The Total Purchase Price shall be \$1,474,492.00 (Excluding Taxes).

"Purchase Price" shall also include any additions or deletions pursuant to any duly authorized Change Orders.

The Payment Schedule is as follows, subject to credit review:

- Progress Payments

Financing option available; consult your sales representative for additional information.

TAXES: No taxes have been included in the price. Purchaser will be assessed all taxes and other governmental charges in connection with the sale, purchase, transportation, delivery, or use, of any of the goods provided, with the exception of taxes based upon Daktronics' net income. If Purchaser is tax-exempt or purchasing for resale, a copy of Purchaser's tax-exempt certificate shall be required at time of order.

CHANGE ORDERS: Without voiding the contract, the parties may agree to change the scope, timing, or other aspect of the deliverables. Such changes shall be in accordance with Section 3 of Standard Terms and Conditions of Sale (http://www.daktronics.com/terms_conditions/SL-02375.pdf)

All Change Order work performed by Daktronics or a subcontractor of Daktronics will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT C | PROJECT MANAGEMENT, ENGINEERING AND SITE SUPPORT SERVICES

Our project management philosophy is focused on a smooth and uneventful experience for the Purchaser, and mitigating risk throughout the project to ensure there are no unexpected costs or delays. This philosophy includes a team tailored and dedicated to the unique needs of your project. Yet, understanding the need to have clear communication, your single point of contact will be our assigned project manager, who is familiar with your project and has completed jobs of similar scope and scale to yours.

Your project manager will collaborate with you and the entire project team to make sure every detail is covered and you have a clear understanding of what is happening during the course of the project.

Because our engineering capabilities are in-house, there is a reduction of risk in the possibility of issues arising. If there are items or discrepancies that come up, we can quickly address them to make sure problems do not compound. These engineering capabilities include mechanical, structural, electrical, and control systems to design and document the overall system.

Throughout the project, the project manager and the Purchaser will collaborate on many items. Some core functions of this process include:

- Organizing the key project team members from all parts of the project to complete the services as defined on the Installation Responsibilities (Attachment D). The responsibilities checklist is provided to make sure all parties clearly understand the scope and expectations.
- Establishing and managing the project timeline to meet the needs of your team.
- Reviewing the preliminary and/or final project shop drawings as per scope. This includes an explanation of the drawings and key items to approve before production.
- Coordinating shipments and deliveries to align with the established timeframes.
- Communicating activities of the Daktronics project team to understand when staff will be on-site for specific duties such as equipment installation support, control room set-up, final connections, system testing and training.
- Finalizing the project and securing project acceptance.

SUPPORT AND TRAINING

Daktronics support includes comprehensive training options, from technical training to learning how to use the software. We offer several different formats to suit your needs and schedule. Talk to your representative about what training is best for your needs.

DAKTRONICS CREATIVE SERVICES

- Daktronics will provide a media kit.
- Additionally, Daktronics will provide a basic content package. See www.daktronics.com/ContentRates for details.
- A Daktronics Creative Services Account Manager will work with Purchaser to fulfill all content packages. Quotes will be provided to the Purchaser detailing the scope of work and price chargeable at the then-current rate for services. Upon mutual agreement of the scope(s), Daktronics will furnish the content to Purchaser at no additional charge so



DAKTRONICS
SALES AGREEMENT

long as the Purchaser has sufficient credit of creation services remaining. The content creation services credit for Basic and Bronze packages will expire one (1) year following the execution of the contract documents. All other packages will expire three (3) years following the execution of the contract documents unless otherwise noted. Any remaining credit at the end of this period shall become void. The services are subject to the limitations on content creation such as trademark, copyright, and intellectual property right limitation. Creative Services Terms and Conditions (<http://www.daktronics.com/DCSTC>).

Unless specifically outlined in the Contract Documents, this order does not include the following:

- Physical installation
- Electrical installation
- Installation support
- Preventative maintenance
- Cable or conduit including labor
- Freight or insurance costs
- Any additional site related costs
- Appropriate structure, footing, and engineering
- Bonding

DAKTRONICS SALES AGREEMENT

ATTACHMENT D | INSTALLATION RESPONSIBILITIES

Responsible Party		Description
Daktronics	Customer	
	✓	1. Provide existing utility drawings.
✓		2. Removal of existing equipment.
✓		3. Removal of existing mounting brackets.
✓		4. Removal of existing structure.
✓		5. Disposal of existing equipment.
✓		6. Disposal of existing mounting brackets.
✓		7. Generate and issue site specific electrical and signal drawing submittals for video equipment.
✓		8. Generate and issue site specific equipment shop drawing and attachment detail submittals for video equipment.
	✓	9. Provide approval of all engineering drawings, electrical drawings, shop drawings, equipment locations, color renderings, and ad copy layouts.
	✓	10. Provide verification and certification the building/structure can safely support all additional loads for the proposed equipment at all locations.
	✓	11. Customer is responsible to ensure the existing structure/building is adequate, including any necessary modifications, for the installation of the Equipment, including but not limited to (i) obtaining certified engineer drawings to the extent required by law and (ii) providing Daktronics, upon reasonable request, documentation relating to the existing structure and modifications necessary for Daktronics perform its work.
✓		12. Engineering design and certification for Equipment attachment design.
	✓	13. Unobstructed access to equipment and control room installation site until display is 100%.
	✓	14. Mark location of the new Equipment as delineated in the quote.
✓		15. Provide all required floor protection.
✓		16. Site clean-up after Daktronics work.
	✓	17. Clearly identify all specific display locations.
✓		18. Crating and shipping of all equipment to facility via common or independent carrier.
✓		19. Accept, lift, unload, and inspect all video equipment and control equipment from carrier.
✓		20. Provide storage of video equipment and control equipment in a safe, dry, and secure location until installation.
✓		21. Provide Equipment attachment hardware.
✓		22. Install Equipment attachment hardware.
✓		23. Fabricate and install substructure.
✓		24. Lift and mount Equipment listed in this quotation.
	✓	25. Provide primary power feed up to and including demarcation point in the form of transformer and electrical disconnect with over current protection per all applicable electrical codes and regulations.

DAKTRONICS SALES AGREEMENT

✓		26. Provide secondary power conduits, distribution panel, power cable and power hook-up from the demarcation point to all Daktronics supplied load centers/termination panel at/within the Equipment.
	✓	27. Provide and install signal cable conduit, with pull string, from control location to each equipment location. Conduit to be located five (5) feet off grade on the structure, as delineated in the electrical and signal drawings.
✓		28. Provide and install signal cable conduit, with pull string, from five (5) feet off grade on structure to Equipment signal termination points, as delineated in the electrical and signal drawings.
✓		29. Mount and install fiber patch panel as required by electrical and signal drawings.
✓		30. Provide and install signal cable conduit, with pull string, from control location to all Equipment locations/signal termination points, as delineated in the electrical and signal drawings.
✓		31. Furnish signal cable as delineated on the quote.
✓		32. Labor to pull all new signal cable (and remove existing cable, if required).
	✓	33. Interface cabling with video system including conduit, cabling and installation of cabling.
	✓	34. Interface cabling with audio system including conduit, cabling, and installation of cabling.
✓		35. Provide data drop within three (3) feet to the center of the LCDs and including adequate number of connection points.
✓		36. Terminate signal cable at control location and video Equipment.
	✓	37. Provide a climate controlled and secure control room for all control systems (on/off venue site). Control room is to be climate controlled by Customer. Normal operating temperature should be between 65 and 75 degrees Fahrenheit. Normal operating humidity should be less than 80 percent non-condensing. Storage temperature should be between 40 and 95 degrees Fahrenheit. Storage humidity should be less than 95 percent non-condensing.
	✓	38. Provide high speed internet connection to control room equipment.
	✓	39. Required power outlets on clean dedicated circuit(s) for all video and control equipment.
✓		40. Provide computer(s) for control software.
✓		41. Unpack, set-up, hook-up, and testing of control system.
✓		42. Set-up and testing of results/statistics/timing system including portable cabling and Daktronics software installation.
✓		43. Provide personnel for maintenance and operator training.
✓		44. Perform maintenance training during installation.
✓		45. Perform operator training.
✓		46. Perform installation supervision.
✓		47. Perform final systems testing and commissioning.
✓	✓	48. Walk-thru inspection at Substantial Completion and identification of punch list items
✓		49. Completion of punch list items.

NOTE: All change order work performed by Daktronics or Daktronics subcontractor will be performed at cost plus 20% overhead and profit.

DAKTRONICS SALES AGREEMENT

ATTACHMENT E | STANDARD WARRANTY SERVICE AND EXTENDED SERVICES

FIRST YEAR OF SERVICE:

One Year Standard Parts and Labor Warranty DD1425981

(<http://www.daktronics.com/standardpartsandlabor>) concurrent with One Year Warranty and Limitation of Liability

ADDITIONAL YEARS OF EXTENDED SERVICE: Available upon request.

EXCLUSIONS

Third party systems, hoist systems, and any ancillary equipment is expressly excluded from any applicable Standard Service or Extended Service referenced above. Third party systems and ancillary equipment includes, but is not limited to, front end video control systems, audio systems, video processors and players, HVAC equipment, LCD screens, static advertising panels and displays. Daktronics will pass along any manufacturer's warranty. For a list of products commonly excluded from the Standard Service and Extended Service scope and to view the manufacturer's warranty, go to <http://www.daktronics.com/exclusions>.

SPARE PARTS PACKAGE

Adequate spare parts to support Daktronics' manufactured products with the quantities of each component included are based off well-trained engineers' and project managers' assessments of the custom display.

DAKTRONICS SERVICES

- Online Services available 24/7/365 via Daktronics.com and MySupport
- Service Coordination and Technical Support available via 1-800-DAK-TRON



Memorandum

To: City Manager

City Commissioners

From: Corey Keller Public Works Director

Date: March 2, 2022

Subject: To approve the scope of services with Burns and McDonnell for the spatial analysis and Section 106 eligibility evaluation.

Agenda Item: New Business

Recommendation: To approve the scope of services with Burns and McDonnell for the spatial analysis and Section 106 eligibility evaluation in the amount not to exceed \$214,341.85. Staff has reached out to Kirkham Michael to conduct an Independent Cost Analysis (ICA) to ensure that the pricing that Burns and McDonnell has submitted for the scope of work is competitive with other Engineering firms.

Background: Through research of funding opportunities for the Airport Terminal Remodel Project FAA has concluded that for the terminal remodel to become eligible for FAA funding a Spatial analysis, FAA Section 106 eligibility, and CATEX analysis will have to be completed to make the project eligible. Typically, during an FAA funded project this analysis would be conducted during the design phase of a project. When the terminal remodel project began there were no other funding opportunities for this type of project and terminal projects scored very low in FAA's National Priority Ratings (NPA). Since the project was originally going to be locally funded this analysis was not necessary for the scope of the project and was not conducted, however all other FAA regulations and guidelines were followed making the rest of the project eligible under the current conditions. With the introduction of the Bipartisan Infrastructure Law (BIL) there is \$ 1 billion dollars set aside for terminal remodel and expansion projects.

Last week FAA issued a Notice of Funding Opportunity for \$1B in Airport Terminal Grants. Applications for this funding must be submitted to FAA by March 28, 2022. By approving this analysis, it will put the city in the best possible position to receive funding for this project. In conversations with FAA, they feel Dodge City has a very high probability of receiving funds in the first round of the competitive grant process given how far along we are with our current project.

Justification: The Spatial Analysis, Section 106 Eligibility Evaluation, and the CATEX analysis will have to be completed to make the project eligible for FAA funding. It is expected that the

cost of the scope of services for each project will be a federal cost share of 95% with a 5% local match.

Financial Considerations: Total cost of these two services will not exceed \$214,341.85. Once the project is eligible for FAA funding, FAA will pay not to exceed \$203,625.00 and the City will pay not to exceed \$10,716.85. An Independent Cost Analysis (ICA) is being conducted with Kirkham Michael Engineering firm for the Spatial Analysis Scope of Services. FAA requires an ICA be conducted on projects over \$100,000.00 this will also keep the project eligible for FAA funding. The overall project will be paid for by issuing bonds out of the Growth and Development Fund.

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

Legal Considerations: None

Attachments: Letter form Burns and McDonnel, SOW for Spatial Analysis, and SOW for Section 106 Eligibility.



February 28, 2022

Re: Terminal Project Under the BIL/IIJA

Corey and Kelli,

Please find attached the proposed scopes and fees to complete the Project Formulation/Spatial Analysis and Section 106 Evaluation scopes of work for the Dodge City Regional Airport Terminal building. The results of these tasks will refine the CATEX and environmental assessment scopes that will be completed in the future.

These scopes of work will assist the City in determining the optimal path forward with regard to the terminal building construction. Potential options are a new remodel and expansion and/or modifications to the previous design, or a new, independent structure that will sufficiently contain all terminal and Airport related activities.

In accordance with the Airport Terminal Program (ATP) Notice of Funding Opportunity (NOFO) issued by the FAA on February 22, 2022, inclusion of the following elements in the project will position the Dodge City Regional Airport most competitively. These elements will be reviewed for inclusion in the future terminal project:

- Increase capacity and passenger access
- Replace aging infrastructure
- Achieve compliance with the Americans with Disabilities Act (ADA), including expanding accessibility for persons with disabilities
- Improve airport access for historically disadvantaged populations
- Improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards
- Improve airfield safety through terminal relocation
- Encourage actual and potential competition
- Create good paying jobs

We expect both scopes of work to be eligible for funding under the BIL/IIJA grant. The NOFO states the Federal cost share is 95% for the category of airport Dodge City Regional Airport is classified as.

We appreciate the opportunity to be of service to you and the City of Dodge City on this effort. Please let me know if any questions regarding the submitted scopes of work.

Sincerely,

A handwritten signature in black ink that reads "Matthew Fischer".

Matthew Fischer, PE
Project Manager

**Scope of Services
for the
Dodge City Regional Airport (DDC)
Terminal Building Project Formulation
(DDC)**

A. Project Name and Description of Services:

1. Project Name: Terminal Building Project Formulation.
2. Description of Project Formulation: The project formulation establishes the spatial dimensions to safely and effectively modernize the terminal facility to meet airline passenger processing needs. The study utilizes applicable FAA Advisory Circulars (ACs) and Airport Cooperative Research Program (ACRP) guidance for the airside, terminal building, and landside components to create the airline passenger facility. Spatial requirements are established from the preferred Level of Service (LOS) to meet forecast enplanement and deplanement activities at DDC.

B. Project guidance: The study follows Federal Aviation Administration (FAA) and Airports Cooperative Research Program (ACRP) terminal development guidance, to include:

1. AC 150/5460-13A, *Airport Terminal Planning*.
2. ACRP Report 25, *Airport Passenger Terminal Planning and Design*
3. FAA Order 5100.38D, *Airport Improvement Program (AIP) Handbook*.
4. Standard Operating Procedure (SOP) 2.00, *Standard Procedure for FAA Review and Approval of Airport Layout Plans (ALPs)*.
5. FAA Office of Aviation Policy and Plans, *Forecasting Aviation Activity by Airport*.

C. Description of Services to be Performed:

1. *General Program Management:* Preplanning, Project Management, and Coordination:
 - a. Preplanning: This task includes the initial scope of work and project schedule to complete the facility analysis. This document will be distributed to the Sponsor and FAA for review and comment, followed by revisions to the scope of work following review and comment.
 - b. Project Management: This task will include contract management, budget control, general oversight and review of project tasks, schedule, meeting agendas, meeting minutes, and team communications.
 - c. Project Meetings: These meetings are scheduled as needed.
 - d. Public Involvement Meetings: One public meeting is scheduled to obtain input on the terminal alternatives.
 - e. Project Coordination: This task includes project administration and coordination with the Sponsor and FAA. The coordination effort will take place in the form of regularly scheduled teleconferences, electronic media, and other forms of

dialogue.

- f. Additional tasks will include quarterly report submittals, invoicing, grant application actions, and other FAA-required documentation throughout the Project.
 - g. Notice to Proceed (NTP): A NTP will be issued by the Sponsor that authorizes the Consultant to move forward with the Project.
 - h. Assumptions: Environmental Studies: A discussion of potential environmental review, studies, or other documentation associated with the proposed actions will be discussed. This scope of work covers limited environmental studies, including a CATEX and SHPO coordination.
2. *Inventory of Existing Conditions:* This element identifies the current conditions of the terminal area environment, including the placement and location of terminal improvements, runway and taxiway line-of-sight, safety areas, and obstruction clearances. This investigation establishes the baseline for proposed development actions. Specific tasks include:
- a. Perform a search of previous reports and online records to inventory and document existing conditions of the terminal building and related facilities, including a conditional assessment of the structure and spaces.
 - 1) Review previous design documents.
 - 2) Assess current terminal location and access.
 - 3) Airside facilities that affect the existing/future terminal building:
 - i. Runway Object Free, Safety Areas, and Line-of-Sight
 - a. Runways
 - b. Navigations Aids and Lighting
 - c. Airspace and Obstructions
 - ii. Taxiways and Aprons
 - a. Taxiway/taxilane safety and object free areas
 - b. Building clearance
 - c. Aircraft parking envelope
 - iii. Landside facilities that affect the existing/future terminal building:
 - a. Ground Access and Parking/Rental Car Facilities
 - b. Airport Support Facilities
 - c. Utilities
 - b. Format document for review.
 - c. Perform an internal Quality Review by independent senior-level staff.
 - d. Incorporate review comments and publish the final version of the Inventory of Existing Conditions.
3. *Passenger Enplanement Forecasts:* This element estimates future passenger enplanements based on historical enplanement records the previous five years and

projected 20 years into the future. Enplanement forecasts are developed from current industry trends and regional airline activity outlook. FAA's Terminal Area Forecasts (TAF) will be compared with future enplanement forecasts to highlight differences. **General Aviation (GA), including recreational, business, and military operations are not considered in this evaluation.**

- a. Specific tasks include:
 - 1) Factors influencing enplanement activity.
 - 2) Local promotional initiatives.
 - 3) Historical enplanement activity.
 - 4) Identify forecasting methodologies.
 - 5) Passenger enplanement forecasts.
 - 6) Future enplanements and load factors.
 - 7) Commercial aircraft fleet mix.
 - 8) FAA/TAF comparison tables.
- b. Perform an internal Quality Review by independent senior-level staff.
- c. Submit Existing Conditions and Passenger Enplanement Forecasts to the Sponsor and FAA for review.
- d. Incorporate review comments, as necessary, and publish final draft document.
- e. Submit Phase I study to FAA for review and forecast approval.

(Note: FAA approval of forecasts required prior to study continuation)

4. *Terminal Spatial Analysis:* This task identifies public and non-public functional areas and spatial requirements to process airline passengers through the terminal building. This phase will identify the spaces and dimensions necessary to safely and efficiently accommodate passenger processing activities based on hourly passenger flows and airline schedules. Passenger efficiency values are based on level-of-service (LOS) criteria to determine average queue times between the entrance and airline hold room. Specific areas include:
 - a. Commercial Passenger Service Terminal – general guidelines
 - 1) Identify planning activity levels (PALs)
 - 2) Identify passenger terminal level-of-service (LOS) criteria
 - 3) Ensure terminal spaces and access are Americans with Disabilities Act (ADA) compliant
 - 4) Develop a facility that promotes equity and inclusion
 - 5) Incorporate materials and construction methods that achieve Leadership in Energy and Environmental Design (LEED) accreditation standards
 - 6) Identify opportunities to incorporate sustainable practices and methods, including electric charging stations
 - 7) Improve/maintain airfield safety
 - 8) Identify potential opportunities to serve historically disadvantaged populations
 - b. Passenger Screening Space

- 1) Identify TSA equipment and processing needs
 - 2) Identify screening queuing criteria
- c. Aircraft gates and hold rooms
- 1) Restrooms (family restrooms)
 - 2) Airline counter
 - 3) Passenger seating
- d. Airline space
- 1) Airline ticketing
 - 2) Airline offices
 - 3) Passenger queuing
 - 4) Baggage makeup
 - 5) Checked baggage
- e. Concessions.
- 1) Food services
 - 2) Rental cars
- f. Public spaces.
- 1) Ticket lobby
 - 2) Public seating
 - 3) Restrooms (family restrooms)
 - 4) Mother's room
 - 5) Service animal relief area (SARA)
- g. Sustainability
- 1) Energy efficient fixtures
 - 2) Natural lighting
 - 3) Waste reduction/recycling
 - 4) Materials and resources
 - 5) Indoor environmental air quality
- h. Non-Public Spaces
- 1) Non-public circulation
 - 2) Mechanical, Electrical and Plumbing (MEP)
 - 3) Janitorial and storage areas
- i. Terminal building requirements summary
- j. Ground Access and Parking
- 1) Public parking
 - 2) Charging stations
 - 3) Access roadways
 - 4) Terminal curb front
 - 5) Rental car parking
- k. Utilities
- 1) Electric service
 - 2) Water
 - 3) Sanitary Sewer

- 4) Gas
 - 5) Communications (Telephone, Wi-Fi, etc)
- I. Perform an internal Quality Review by independent senior-level staff.
 - 1) Finalize draft and submit the Phase II report to the Sponsor and FAA for review.
 - 2) Incorporate review comments and publish the final Phase II draft document.
5. *Terminal Alternatives Analysis:* An alternatives analysis will identify up to two terminal improvement options — the first alternative will evaluate reconstruction/expansion on the current site, while a second alternative will evaluate a new location within the current terminal area.

Evaluations of each alternative will assess the strengths, weaknesses, opportunities, and constraints, as necessary, to identify a preferred proposed action. Additionally, each alternative will identify opportunities for modernization, sustainability, equity, electrification, energy efficiency (including LEED accreditation), expanded access for persons with disabilities, etc.

The preferred site will become the focus of the remainder of the study. Alternative evaluations include:

- a) Develop an evaluation matrix.
 - b) Identify an alternative location.
 - c) Preliminary screening.
 - d) Attend and conduct a public meeting associated with the selection of the preferred alternative.
 - e) Select the recommended alternative.
 - f) Finalize the preferred alternative.
 - g) Perform an internal Quality Review by independent senior level staff.
 - h) Submit to the Sponsor for review.
 - i) Schedule a public meeting to introduce alternatives and select preferred development option.
 - j) Incorporate review comments and publish the final draft document.
 - k) Submit to FAA for review.
6. *Terminal Layout Plan:* The Terminal Layout Plan serves as the blueprint for future terminal area improvements. This scope of work includes adding the proposed terminal layout to the Airport Layout Drawing, Terminal Area Plan, and Land Use Drawings. No other drawings from the ALP drawing set will be amended. The

mapping developed for the current ALP will provide the base map. No additional mapping, including topographic or aeronautical surveys, are included in this scope of work. Only new linework resulting from the changes to the terminal area will be added to the existing plan set.

The following drawings will be amended:

- a. Airport Layout Drawing
- b. Terminal Area Drawing
- c. Airport Land Use Drawing

7. *Facilities Implementation Plan*: This element provides guidance on implementing the findings and recommendations of the planning effort, which becomes the Capital Improvement Plan (CIP) for the terminal.

The CIP will be developed for the 5-, 10- and 20-year planning periods, while programming costs are focused on the 5- and 10-year program.

The following tasks will be performed:

- a. Develop Airport Capital Improvement Program (ACIP).
- b. Create project sequencing plan.
- c. Identify key activities and responsibilities.

8. *Financial Feasibility Analysis*: This element identifies various sources of funding available to finance the proposed Project (s). Typically, projects benefitting publicly owned, public-use airports are eligible for Federal AIP funds. Potential terminal building funding sources will be discussed, including AIP, BIL, local, bonds, and debt service, as applicable.

It will be essential to understand the opportunities and limitations of each funding source and develop a strategy to apply these funds to meet existing and future operations and enplanements in cases where AIP funds are not available. This strategy will comply with FAA Order 5100.38D, Airport Improvement Program (AIP) Handbook.

The financial feasibility analysis will identify revenue enhancement opportunities to increase potential cash-flows from concessions, airlines, and non-aeronautical operations and services.

The following tasks will be performed:

- a. Develop financing options.
- b. Create a project timeline based on funding availability.

- c. Identify eligibility requirements.
 - d. Combine Facilities Implementation Plan with Financial Feasibility Analysis to become Phase III report.
 - e. Perform an internal Quality Review by independent senior-level staff.
 - f. Submit to the Sponsor for review.
 - g. Schedule a public meeting with Sponsor to discuss financing and funding plans
 - h. Incorporate review comments and publish the Phase III draft document.
9. *Final Report, Closeout, Deliverables and Meeting Schedule:* The Consultant will provide the following deliverables and schedule planned meetings with the Sponsor and FAA:
- 1. Proposed Deliverables:
 - a. Final report and drawings will be provided to the Sponsor and FAA. The final deliverable will include:
 - i. PDF of the ALP transmitted via email or other electronic method.
 - ii. PDF of the final report transmitted via email or other electronic method.

D. Proposed Schedule: The following proposed schedule as shown in Table 1 is provided for preliminary planning. The final schedule will be adjusted upon the receipt of the NTP by the Consultant

TABLE 1

Estimated Time to Completion		
Task	Description	Calendar Days
1	General Program Management	Provided throughout the duration of the Project.
2	Inventory of Existing Conditions	20 Calendar days after receipt of NTP.
3	Passenger Enplanement Forecasts	10 Calendar days after completion of Task 2.
4	Terminal Spatial Analysis	20 Calendar days after completion of Task 3
5	Terminal Alternatives Analysis	20 Calendar days after completion of Task 4.
6	Terminal Layout Plan	10 Calendar days after completion of Task 5.
7	Facilities Implementation Plan	10 Calendar days after completion of Task 6.
8	Financial Feasibility Analysis	10 Calendar days after completion of Task 7.
9	Final Report and Closeout	10 Calendar days after completion of Task 8.
	Project Total	110 Calendar days
The schedule assumes timely reviews from all agencies and stakeholders. Any delay may require the schedule to be adjusted to accommodate the delay.		

END SOW

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Building Project Formulation
 Spatial Analysis
 Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 February 28, 2022

1 DIRECT SALARY COSTS

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HR</u>	<u>COST (\$)</u>		
			<u>Office</u>	<u>Field</u>	<u>Contract</u>
Principal	2.00	\$ 70.00	\$ 140.00	\$ -	\$ -
Project Manager	134.00	\$ 55.00	\$ 7,370.00	\$ -	\$ -
Sr. Planner	185.00	\$ 45.00	\$ 8,325.00	\$ -	\$ -
Staff Planner	618.00	\$ 38.00	\$ 23,484.00	\$ -	\$ -
Sr. Civil Engineer	40.00	\$ 36.00	\$ 1,440.00	\$ -	\$ -
Staff Civil Engineer	2.00	\$ 55.00	\$ 110.00	\$ -	\$ -
Sr. Environmental Specialist	13.00	\$ 48.00	\$ 624.00	\$ -	\$ -
Staff Environmental Specialist	0.00	\$ 38.00	\$ -	\$ -	\$ -
Sr. Technician	4.00	\$ 35.00	\$ 140.00	\$ -	\$ -
Staff Technician	154.00	\$ 26.50	\$ 4,081.00	\$ -	\$ -
Quality Control Reviewer	21.00	\$ 64.00	\$ 1,344.00	\$ -	\$ -
Clerical	37.00	\$ 27.50	\$ 1,017.50	\$ -	\$ -
Total Hours	1,210.00				
Total Direct Salary Costs			\$ 48,075.50	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	221.75%	\$ 106,607.42			
b. Percentage of Direct Salary Cost: (Field Rate)	188.24%		\$ -		
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%			\$ -	

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 154,682.92 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 15,468.29 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 170,151.21 \$ - \$ -

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Building Project Formulation
 Spatial Analysis
 Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 February 28, 2022

6	<u>OUT OF POCKET EXPENSES</u>								
	OFFICE	No. of Units	Units	Cost/Unit					
	Travel: Mileage	2,040.00	Miles	\$ 0.580	\$	1,183.20			
	Food: Per Diem	9.00	Per Day	\$ 51.00	\$	459.00			
	Lodging: Per Diem (incl. taxes)	9.00	Per Day	\$ 104.13	\$	937.17			
	Rental Vehicle	0.00	Days	\$ 65.00	\$	-			
	Airline	0.00	Hour	\$ 500.00	\$	-			
	Printing, Shipping & Misc.				\$	5,507.60			
	Subtotal				\$	8,086.97	\$	-	\$ -
	Summary of Out of Pocket Expenses: (Not to Exceed)				\$	8,086.97	\$	-	\$ -
7	<u>SUBCONSULTANTS</u>								
	Consultant-1				\$	-	\$	-	\$ -
	Consultant-2				\$	-	\$	-	\$ -
	Consultant-9				\$	-	\$	-	\$ -
	Subtotal (Not to Exceed)				\$	-	\$	-	\$ -
8	<u>MAXIMUM TOTAL FEE</u>								
	Subtotal				\$	178,238.18	\$	-	\$ -
TOTAL (Not to Exceed)					\$	178,238.18			

EXHIBIT IV SUMMARY

**SCOPE OF SERVICES
FOR
SECTION 106 ELIGIBILITY EVALUATION OF THE
EXISTING TERMINAL BUILDING
AT THE DODGE CITY REGIONAL AIRPORT**

The following Scope of Services are presented by and between the **CITY OF DODGE CITY, KANSAS** (SPONSOR) and **BURNS & McDONNELL ENGINEERING INC.,** (CONSULTANT), for the following improvement project “**SECTION 106 ELIGIBILITY EVALUATION**” of the existing passenger terminal at the Dodge City Regional Airport (DDC), authorization is hereby given and mutually agreed upon:

The SPONSOR wishes to conduct a Section 106 Evaluation of the existing terminal to support ongoing terminal planning activities and consideration of remodel or removal alternatives. The evaluation is required to obtain Federal funding for the proposed terminal project, authorized by the Federal Aviation Administration (FAA), and to complete the environmental review process under the National Environmental Policy Act (NEPA).

1. Section 106 Evaluation of the Existing Terminal

The CONSULTANT will:

- a) Conduct field documentation of the terminal and other historic-age (50-years-of-age older) buildings, structures, objects, and districts within the anticipated project area and anticipated area of potential effects (APE).
- b) Conduct background research at local repositories, including Airport files, to develop the historical context and information support the evaluation.
- c) Prepare a letter report according to Kansas SHPO standards assessing the eligibility of the terminal and other resources within the APE for both the Kansas Register of Historic Places (KRHP) and the National Register of Historic Places (NRHP) Recommendations shall be made as to whether any of the additional properties surveyed are eligible for listing on the NRHP individually or as a district.
- d) Provide the letter report for review by the City and FAA; address any comments and submit the letter report to the Kansas SHPO for review and concurrence on the eligibility recommendation.

Deliverable:

- Recommendation of Eligibility Letter Report

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Building Section 106 Eligibility Evaluation
 Terminal Building Section 106 Eligibility Evaluation
 Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 February 28, 2022

1 DIRECT SALARY COSTS

TITLE	HOURS	RATE/HR	COST (\$)		
			Office	Field	Contract
Principal	0.00	\$ 70.00	\$ -	\$ -	\$ -
Project Manager	20.00	\$ 55.00	\$ 1,100.00	\$ -	\$ -
Sr. Planner	0.00	\$ 45.00	\$ -	\$ -	\$ -
Staff Planner	0.00	\$ 38.00	\$ -	\$ -	\$ -
Sr. Cultural Resources Specialist	142.00	\$ 48.00	\$ 6,816.00	\$ -	\$ -
Sr. Environmental Specialist	0.00	\$ 48.00	\$ -	\$ -	\$ -
Sr. Technician	0.00	\$ 35.00	\$ -	\$ -	\$ -
Staff Technician	0.00	\$ 26.50	\$ -	\$ -	\$ -
Total Hours	162.00				
Total Direct Salary Costs			\$ 7,916.00	\$ -	\$ -

2 LABOR & GENERAL ADMINISTRATIVE OVERHEAD

a. Percentage of Direct Salary Cost: (Office Rate)	221.75%	\$ 17,553.73			
b. Percentage of Direct Salary Cost: (Field Rate)	188.24%	\$ -			
c. Percentage of Direct Salary Cost: (Contract Employee Rate)	0.00%	\$ -			

3 SUBTOTAL

Summary of Items No. 1 and No. 2 (a,b,c): \$ 25,469.73 \$ - \$ -

4 PROFIT/FIXED FEE:

Percentage: 10.00% \$ 2,546.97 \$ - \$ -

5 SUBTOTAL

Summary of Items No. 1, No. 2 & No. 4: (Lump Sum Fee) \$ 28,016.70 \$ - \$ -

EXHIBIT IV SUMMARY

DERIVATION OF CONSULTANT PROJECT COSTS
 SUMMARY OF COSTS
 Terminal Building Section 106 Eligibility Evaluation
 Terminal Building Section 106 Eligibility Evaluation
 Dodge City, Kansas
 BASIC & SPECIAL SERVICES
 February 28, 2022

6 OUT OF POCKET EXPENSES

OFFICE	No. of Units	Units	Cost/Unit					
Travel: Mileage	2,040.00	Miles	\$ 0.580	\$	1,183.20			
Food: Per Diem	9.00	Per Day	\$ 51.00	\$	459.00			
Lodging: Per Diem (incl. taxes)	9.00	Per Day	\$ 104.13	\$	937.17			
Rental Vehicle	0.00	Days	\$ 65.00	\$	-			
Airline	0.00	Hour	\$ 500.00	\$	-			
Printing, Shipping & Misc.				\$	5,507.60			
Subtotal				\$	8,086.97	\$	-	\$ -

Summary of Out of Pocket Expenses: (Not to Exceed) \$ **8,086.97** \$ - \$ -

7 SUBCONSULTANTS

Consultant-1	\$	-	\$	-	\$	-
Consultant-2	\$	-	\$	-	\$	-
Consultant-9	\$	-	\$	-	\$	-
Subtotal (Not to Exceed)	\$	-	\$	-	\$	-

8 MAXIMUM TOTAL FEE

Subtotal \$ **36,103.67** \$ - \$ -

TOTAL (Not to Exceed)	\$	36,103.67
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EXHIBIT IV SUMMARY



Memorandum

To: Ford County Commission and City of Dodge City Commission
From: Community Facility Advisory Board
Date: March 2, 2022
Subject: Approval of Slide Restoration

Recommendation: CFAB recommends the approval of the slide restoration project by Whitewater West Industries. This includes painting the exterior of the slides, waxing, applying gel coat as needed to ride surface areas and sealing any joints or seams that may be leaking.

Background: Long Branch Lagoon has six different slides within the complex for use by the public. Staff has identified issues like calcium build up, water absorption bubbles, exposed exterior slide fiberglass and seam leaks in all slides. Some issues were from past minimal maintenance and others from exposure to the elements. These issues were examined and confirmed by two different vendors, Safe Slide Restorations and Whitewater West Industries. These items need to be addressed to avoid further deterioration of the slides

Justification: Whitewater is the original manufacturer of five of the six slides. They have specific colors that were created for the slides and are the sole proprietor of those colors. No outside group can match those colors exactly when repainting or making repairs. They will repair the bubbles on Boomerango that were caused by water getting under the gel coat layer. Their gel coat is specific to their slides and used only on their products. Waxing of the slides needs to be done to an exact level to match the existing wax or it can cause tubes to move faster or slower across the waxed areas since the slides were created to allow innertubes to cross them at a certain speed based on gallon per minute flow with the gel coat and wax. Whitewater will also recommission the slides, stating that the work performed meets the specifications of the slides allowing users the same ride experience as when they were new. They will also assure that the riding surface is free of gouges and blemishes that would affect the quality of ride a user would experience or cause unnecessary harm to the innertubes or riders. They will also repaint the exterior of the 6th slide to eliminate fiberglass exposure and wax the interior of the slide to remove calcium build up. Whitewater has assured us that this work can be completed by May 15, 2022. Safe Slide Restoration would not be able to complete the slide work until fall of 2022 or spring of 2023.

Financial Considerations: Whitewater can perform this work with all equipment and supplies needed for \$121,800. Safe Slides quoted the work to be done for \$75,384 and the city will need to supply the articulating boom lift needed to get them to the top of the slides. There is adequate funding in the sales tax budget for this project.

Purpose/Mission: This project is in line with the City's goal to provide safe and attractive entertainment options to the patrons of the facility.

Legal Considerations: None

Attachments: Whitewater proposal and scope of work
Safe Slides proposal and scope of work
5 Current slide condition pictures

Whitewater Proposal

1. Abbreviated Scope of Work

Included in the scope of this proposal or contract are the Slide Restorations Services:

As per drawing

Products & Services

Exterior Slide Resurfacing to 6 slides

Interior sanding, buffing, wax to restore

Minor gel coat repair, caulking

Slides Recommissioning – required from manufacturer whenever work is completed on slide path

2. Delivery

Delivery of the equipment; transfer of risk, transfer of ownership and responsibility of WhiteWater and Purchaser strictly follow Incoterms (2010) or as might be specified, amended or clarified below:

DDP - Delivered Duty Paid (Place of Destination) as strictly defined under Incoterms (2010)

- Delivery, transfer of risk and ownership take place when the equipment is placed at the disposal of the Purchaser ready for unloading from the mean of transportation at the named place of destination.
- WhiteWater is responsible for export clearance and insurance against the risk of loss or damage during the carriage which insurance will be to the benefit of WhiteWater and not endorsed to Purchaser.
- Seller is responsible for unloading

Named Port or Place of Destination is: Dodge City, KS

Detention

Purchaser agrees that it is responsible to pay or reimburse WhiteWater for any detention as a result of Purchaser delaying unloading and return of empty containers.

3. Pricing – USD dollars

the Supplier agrees to sell and provide to the Purchaser, the Equipment and Services for the Purchase Price, exclusive of all taxes.

\$121,800.00 USD

Sales Tax

The Purchase Price is exclusive of any sales tax (if allowed by State Law).

When applicable the following 8.5% sale / use taxes are in addition to the Purchase Price amount:

\$10,353 USD

4. Payment Terms

As a condition of the performance of WhiteWater, Purchaser agrees to pay the Purchase Price as follows:

DEPOSIT PAYMENT

FINAL PAYMENT

Upon issuance of Certificate of Commissioning (*as per General Terms and Conditions Paragraph 6 Completion*)

50% = **\$ 60,900**

50% = **\$ 60,900**

TOTAL

\$ 121,800.00

5. Estimated Schedule of Delivery and Completion

Based on a contract fully executed by both parties on **03/15/2022**, the targeted date for commissioning of the equipment is **05/15/2022**.

Safe Slide Restoration Proposal

Slide Description:

Closed Flume Tube Slide – Red & Pink

Work Description:

Fiberglass Repairs:

- Repair all minor fiberglass repairs in ride path (i.e. a chip or gouge with a sharp edge) *
- All repairs will be done with vinyl-ester resin
- Re-caulk seams as needed
- Seams will be sealed with premium caulk

Polish and Wax - Interior:

- Clean start tub and exit panel
- Polish start tub and exit panel
- Wax start tub and exit panel

Paint - Exterior: Entire Exterior of Slide

- Strip previous coating
- Wash exterior of slide with internally formulated cleaner
- Prime-coat bare areas as needed
- Paint exterior with Poly - Siloxane Paint
- Paint RAL color: _____ INIT: _____

Project Amount: **\$31,359.00**

Slide Description:

Closed to Open to Half Pipe Tube Slide – Yellow & Ivory

Project Amount: **\$30,614.00**

Slide Description:

Closed Flume Drop Slide – Green

Project Amount: **\$3,744.00**

Slide Description:

Open Flume Drop Slide – Ivory

Project Amount: **\$1,047.00**

Slide Description:

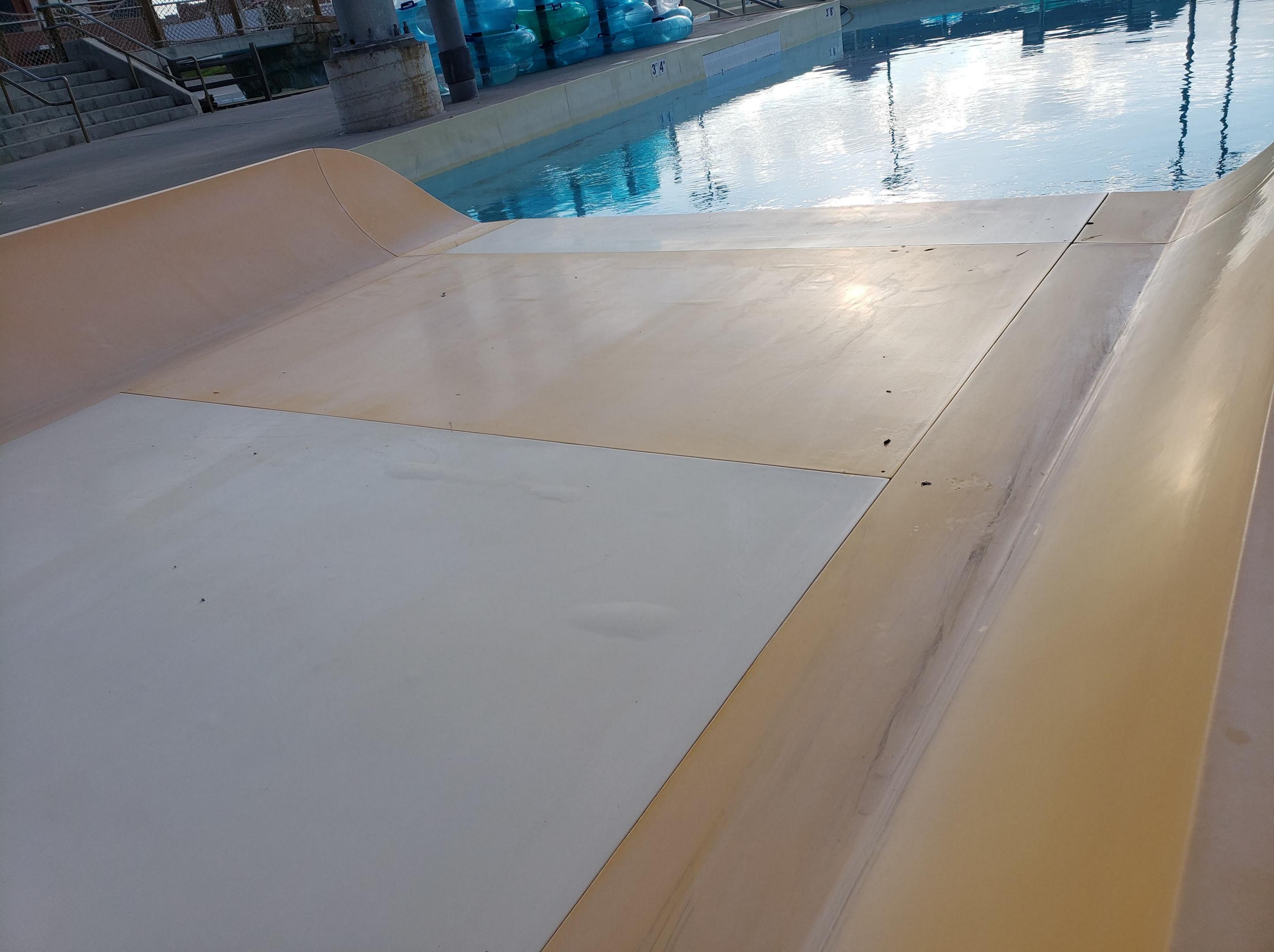
Family Ramp Slide – Red

Project Amount: **\$2,106.00**

Slide Description:

**Closed Flume Body Slide – Red & White
Play structure**

Project Amount: **\$6,514.00**



3'4"

3'8"

3'8"





