

CITY COMMISSION AGENDA

City Commission Chambers
Tuesday, September 2, 2008 7:00 p.m.
MEETING #4725

CALL TO ORDER

ROLL CALL

INVOCATION: Pastor Albert Schrock, Bible Baptist Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Proposed Assessments for Sanitary Sewer Improvements to Ranchwood Estates and Happy Homes II

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).

CONSENT CALENDAR

1. Approval of City Commission Special Meeting August 18, 2008
2. Approval of City Commission Meeting minutes, August 18, 2008
3. Appropriation Ordinance No. 17, September 2, 2008
4. Cereal Malt Beverage License
 - a. Flying J, 2524 East Wyatt Earp Blvd., Dodge City

ORDINANCES & RESOLUTIONS

Charter Ordinance No. 36: A Charter Ordinance Setting the Library Mill Levy Limit at 6 Mills. Presented by Nannette Pogue, City Clerk.

Ordinance No. 3457: Levying and Assessing Special Assessments on Certain Lots, Pieces, and Parcels of Land Liable for Such Special Assessments to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas, as Authorized by Resolution No. 2005-25. Presented by Joe Finley, Director of Engineering.

Ordinance No. 3458: Establish School Zones on Ross Boulevard and Sixth Avenue. Presented by Joe Finley, Director of Engineering.

Ordinance No. 3459: Establishing Smoking Restrictions. Presented by Dan Williamson, Fire Chief.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Final Plat of East Jones Subdivision. Presented by Dennis Veatch, Director of Development Services.

Approval of Purchase of Gjerstad Water Rights. Presented by Joe Finley, Director of Engineering.

Approval of Bids for Two (2) One Ton Trucks for the Athletic Field Maintenance Division and Street Department. Presented by Mike Klein, Superintendent of Public Works.

Approval of Bids for the Airport Access Road and Parking Lot. Presented by Mike Klein, Superintendent of Public Works.

Approval of Assurance Letter to USD 443 Regarding Hennessey Hall. Presented by Cherise Tieben, Assistant City Manager.

Approval of Property Sale to Girl Scouts. Presented by Cherise Tieben, Assistant City Manager.

Approval of Voting Delegates for the League of Kansas Municipalities. Presented by Cherise Tieben, Assistant City Manager.

OTHER BUSINESS

ADJOURNMENT

**CITY COMMISSION MINUTES
SPECIAL PUBLIC MEETING**

Mariah Hills Clubhouse
1800 Matt Down Road
Dodge City, KS 67801
Monday, August 18, 2008 4:00 p.m.
MEETING #4723

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioner Jim Sherer, Rick Sowers, Monte Brockelman, Brian Weber

Discussion of Proposed Wastewater Treatment Plant

Kent Smoll, Mayor and moderator. Presented background information. Presented information on the amount offered for the purchase of the land.

Kevin Rood, Professional Engineering Consultants of Wichita, Kansas. Evaluated costs and put together a design of a proposed wastewater treatment plant north of Dodge City.

Steve Chucovich, Architecture Denver presentation regarding the City Master Plan.

Ben Looney – OMI. Talked about the differences between the proposed plant north and the current plant south of town.

Mayor Smoll commented about the future process.

Commissioners Brian Weber, Jim Sherer, Monte Broeckelman, Rick Sowers talked about their impressions of the tours of the plants that they have taken compared with their first impression of a wastewater treatment plant.

Randy Dormer Public Works Director from Haysville
Dave Harper, Operator of Wastewater Treatment Plant at Haysville

Mike Weber commented. He really likes the fact that the City is reusing the water. Wants it further from town. Doesn't agree with not using much gravity.

Questions from the floor.

ADJOURNMENT

CITY COMMISSION AGENDA

City Commission Chambers

Monday, August 18, 2008 7:00 p.m.

MEETING #4724

CALL TO ORDER

ROLL CALL Mayor Kent Smoll, Commissioners Monte Broeckelman, Rick Sowers, Jim Sherer, Brian Weber

INVOCATION: Reverend Gib Botten, Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Commissioner Weber moved to open public hearing for Happy Homes II and Ranchwood Estates Mobile Home Parks, Commissioner Broeckelman seconded. Motion carried unanimously.

Evaluating the Performance of Grant Number 06-PF-601, the Extension of the Sewer System providing Service to the residences of Happy Homes II and Ranchwood Estates Mobile Home Parks. Faye Trent, Grant Administrator, presented the project summary.

Commissioner Sowers moved to close public hearing, Commissioner Sherer seconded. The motion carried unanimously.

Commissioner Sowers moved to open public hearing on the proposed 2009 city budget, Commissioner Broeckelman seconded. Motion carried unanimously.

Proposed 2009 City of Dodge City Budget

Commissioner Sherer moved to close public hearing, Commissioner Broeckelman seconded. Motion carried unanimously.

Commissioner Weber moved to return to the regular City Commission Meeting, Commissioner Broeckelman seconded. Motion carried unanimously.

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).

Mike Weber thanked the City Commission for having the public hearing and wanted the City Commission to delay action on the purchase of the land.

Dan Stremel asked to wait to purchase the land.

Kirk Larson, Grace Community Church. Is opposed to the location of the wastewater treatment plant. He is opposed to the purchase of the land at this time.

Mike Weber wanted to ask why the letter sent to Ken Strobel was not forwarded to the City Commission.

Vernon Bogart asked to delay purchase of the land.

Carol Ann Sewell wants the city to delay purchase of the land.

Bruce Burris asked the City to delay the purchase of the property.

John Hewes asked to delay purchase of the land. Not convinced the land is for anything other than a treatment plant.

Chris Boys lives close to the proposed location and is in opposition. Passed letter from Church of Nazarene parishioners

Dan Stremel, property owner. Is pro economic development. Offers his bill to increase to pay for it further out of town.

William Clark recently purchased home in Westview area. Delay purchase of the land for a wastewater treatment facility.

Mike Weber asked when the Option to purchase the land runs out.

Kirk Larson is only in favor of the purchase for the purpose of trading.

CONSENT CALENDAR

1. Approval of Joint City/County Special Meeting minutes, July 28, 2008
2. Approval of City Commission Special Meeting August 4, 2008
3. Approval of City Commission Meeting minutes, August 4, 2008
4. Appropriation Ordinance No. 16, August 18, 2008
5. Cereal Malt Beverage License
 - a. Riverstop Conoco, 705 South 14th Ave., Dodge City
 - b. Speed Stop Conoco, 2615 Gary Ave, Dodge City
6. Hennessy Hall Lease Agreement with Southwest Planning Regional Service Center

7. Approval of Municipal Resolution with Commerce Bank to Obtain Credit Card Account

Commissioner Sowers moved to approve the consent calendar, Commissioner Broeckelman seconded. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2008-13: A Resolution Accepting the Sewer Lines, Force Main, and Lift Station in the Ranchwood Estates and Happy Homes II Addition. Commissioner Weber moved to approve, Commissioner Sherer seconded. Motion carried unanimously.

UNFINISHED BUSINESS

NEW BUSINESS

Approved 2009 Budget. Commissioner Sherer moved to approve the 2009 budget as presented, Commissioner Sowers seconded. Motion carried unanimously.

Approved final costs for Happy Homes II and Ranchwood Estates Sanitary Sewer Improvement and directed the City Clerk to publish a notice setting a Public Hearing for September 2, 2008. Commissioner Broeckelman moved to approved, Commissioner Sowers seconded the motion. Motion carried unanimously.

Approved bids for a tractor for Parks Department from Unruh Foster in the amount of \$51,054.84. Commissioner Sherer moved to approve, Commissioner Weber seconded. Motion carried unanimously.

Approved bids for 3 Utility Vehicles, bobcat backhoe, bucket loader, and snow plow from White Star Machinery in the amount of \$35,927.77. Commissioner Sherer moved to approve bids, Commissioner Weber seconded. Motion carried unanimously.

Approved bids for Police Department radios from Mobile Radio Service in the amount of \$49,567.00. Commissioner Weber moved to approve the purchase, Commissioner Broeckelman seconded. Motion carried unanimously.

Approved Land Purchase Contract. Commissioner Sowers moved to approve the purchase the property in the amount of \$1,550,000, Commissioner Sherer seconded. Motion carried 3-2, with Commissioner Broeckelman and Commissioner Weber voting no.

OTHER BUSINESS

Cherise Tieben

Directed staff and professionals to look at other land options for wastewater treatment plant. Continue with land purchase contract and continue with inspection and testing.

USD 443 is looking at Hennessey Hall for the new Dodge City Middle School. The City as been working with the district on issues they have presented.

Will be pursuing options for smoking ban. New construction will need to comply immediately. Current businesses will be notified about the time line for compliance and the regulations and enforcement will be clarified.

Commissioner Sherer thanked citizens for attending the meeting and talked about decision making processes.

Commissioner Sowers asked to look for letter that was talked about earlier in the meeting. Thanks to staff for stepping up.

Commissioner Smoll thanked the public for participating in decision making.

Commissioner Broeckelman moved to adjourn the meeting, Commissioner Sowers seconded the motion. The motion carried unanimously.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, August 18, 2008

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

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the Flying J Inc.

corporation whose principal place of business is 2524 East Wyatt Earp Blvd

Dodge City, KS 67801

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

1. The proposed licensee is Flying J Inc.

corporation with principal place of business at 2524 East Wyatt Earp Blvd, Dodge City, KS

The resident agent is The Corporation Co. Inc.

with offices at Topeka, KS

Said corporation was incorporated on 2-1-68 Utah

A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (), No (). Unknown

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

See Attached Sheet A

4. The name and address of the owner or owners of the premises

upon which the place of business is located is Flying J Inc., 1104 Country Hills Dr., Ogden, Utah 84403

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

(a) None of them has within the last two years from this date been convicted of

- (1) A felony
(2) A crime involving moral turpitude
(3) Drunkenness
(4) Driving a motor vehicle while under the influence of intoxicating liquor
(5) Violation of any state or federal intoxicating liquor law

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

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

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

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

Name Shane Snook

Address 2524 East Wyatt Earp Blvd, Dodge City, KS

Residence 1006 Wright Ave #B, Dodge City, KS 67801

Length of residence within this city or county in which the application is being made 1 1/2 yrs

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

Date and place of birth 12-17-80, Denver, CO

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

3. The premises for which the license is desired are located at 2524 East Wyatt Earp Blvd

Dodge City, KS 67801

(a) The legal description of the premises is

See Attached Sheet B

(b) The street number is 2524

(c) The building is described as Truck Stop

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

Flying J Travel Plaza

A license fee of \$ 225.00 is enclosed herewith.

August 20, 2008

MEMO

TO: City Commission

FROM: Nannette Pogue, Finance Director/City Clerk

SUBJECT: Charter Ordinance No. 36

Charter Ordinance No. 36 sets the rate of levy for the Dodge City Public Library not to exceed 6 mills. The previous Charter Ordinance had this mill levy at 5.2. The Library had requested to increase to 6.2 mills. The Library Levy for the 2009 budget year is 5.886.

If you have any questions, please do not hesitate to contact me.

CHARTER ORDINANCE NO 36

A CHARTER ORDINANCE REPEALING CHARTER ORDINANCE NO 35, AND
PROVIDING FOR A TAX LEVY LIMITATION FOR THE LIBRARY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

SECTION 1. Charter Ordinance No 35 is hereby repealed.

SECTION 2. The Governing Body of the City of Dodge City is hereby authorized and empowered to levy taxes in each year for the General Fund and other City purposes without limitation as to the rate of levy in any one year on each dollar of assessed valuation. Such purposes shall include all of the operation of the City, except as limited by the provisions of Section 3, of this Ordinance.

SECTION 3. The rate of levy for Library purposes shall not exceed six (6) mills.

SECTION 4. This Ordinance shall be published once each week for two consecutive weeks in the official City paper as provided by law.

SECTION 5. This Ordinance shall take effect sixty-one (61) days following final publication, unless a sufficient petition in Article 12, Section 5, Subsection C-3 of the Constitution of the State of Kansas in which case the ordinance shall be effective if approved by a majority of the electors voting thereon.

Passed and approved by the Governing Body of the City of Dodge City, not less than two-thirds of the members elect voting in favor of this ordinance, this 2nd day of September, 2007.

E. Kent Smoll, Mayor

Attest:

Nannette Pogue, City Clerk

Memorandum

August 27, 2008

TO: Ken Strobel
City Manager

FROM: Joseph E. Finley, P.E.
Director of Engineering Services

Re: Ranchwood Estates/Happy Home II Assessments for Sewer Project

Attached for approval is Ordinance 3457 levying special assessments for the cost associated with the construction of the sewer lines and lift station for the two mobile home parks that were not previously serviced by the City of Dodge City.

In October of 2005, the City Commission passed a resolution finding it necessary to extend sewer to the two parks. The project was to be paid for by CDBG, owner of Ranchwood Estates and Happy Homes, and the City at Large. The original resolution set the participation by each entity to be:

CDBG	\$175,650.
Ranchwood Estates	\$67,255
Happy Homes II	\$37,814
City at Large	\$70,611
TOTAL	\$351,300

Once the original resolution was approved, the assessments to the two owners cannot change. In addition, CDBG funds were also set at \$175,650. Any overruns to the original published amount is paid by the City at Large. As discussed in the past Commission Meeting the final cost of the project was \$351,442.52. The final assessments will be:

CDBG	\$175,650.00
Ranchwood Estates	\$67,255.00
Happy Homes II	\$37,814.00
City at Large	\$70,753.52

The attached ordinance will finalize the process and will allow the City to collect the assessments through the County. Staff would recommend approval of the ordinance as submitted

ORDINANCE NO. 3457

AN ORDINANCE LEVYING SPECIAL ASSEMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS AS HERETOFORE AUTHORIZED BY RESOLUTIONS 2005-24, AS AMENDED BY RESOLUTION 2005-25 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "ACT"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the cost of the following described Improvements:

Wilkinson Place Subdivision No. 1 – Sanitary Sewer Improvements

Resolution No. 2005-25

Installation of gravity sewer, forcemain and lift station to serve all of Tract 12, and the West 3.56 acres of Tract 14, Wilkinson Place Subdivision No.1, located in Section 32, Township 26 South, Range 24 West, with exceptions as outlined in the recorded plat, and commonly known as 2945 E. Trail, Happy Homes II Addition to the City of Dodge City, Ford County, Kansas and Blocks 10 and 11, Wilkinson Additions better known as Tracts 10 and 11 in Wilkinson Places Subdivision No. 1, located in Section 32, Township 26, Range 24 West of the 6th Principle Meridian according to the recorded plat, and commonly known as 2906 E Trail, Ranchwood Estates Addition to the City of Dodge City, Ford County, Kansas.

Are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than September 30, 2008.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by September 30, 2008, the assessments will be forwarded to Ford County to be collected annually with the property tax payment.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in ten (10) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but no less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official newspaper.

PASSED by the Governing Body of the City of Dodge City and approved by the Mayor this 2nd day of September, 2008.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

EXHIBIT A

Property Description	Assessment
Happy Homes II – 2945 E. Trail Tract 12 and the West 3.56 acres of Tract 14, Wilkinson Place Subdivision No.1, located in Section 32, Township 26 South, Range 24 West, with exceptions as outlined in the recorded plat.	\$37,814.00
Ranchwood Estates – 2905 E. Trail Blocks 10 and 11, Wilkinson Additions better known as Tracts 10 and 11 in Wilkinson Places Subdivision No. 1, located in Section 32, Township 26, Range 24 West	\$67,225.00

Memorandum

August 26, 2008

TO: Ken Strobel
City Manager

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

RE: Establishing a School Zone for Ross Elementary School

BACKGROUND INFORMATION: Recently, USD 443 completed and opened Ross Elementary School. We have received a request from the school district to place the necessary signs for a school zone and to reduce the speed limit to 20 mph. All school zones are established by ordinance. To alter any speed limit an engineering and traffic investigation is required prior to any reduction in speed limit. The statutes allow the speed limit to be lowered to not less than 20 miles per hour in a school zone. However, a school zone may be established and the speed limit not be lowered. Currently, all school zones established in the city are posted at 20 mph. In addition, The Manual on Uniform Traffic Control also gives guidance on the establishment of school zones:

STANDARD:

A School Speed Limit Sign shall be used to indicate the speed limit where a reduced speed zone for a school area has been established (in accordance with law based upon and engineering study) or where a speed limit is specified for such area by statute. The School Speed Limit sign shall be placed at or as near practical to the point where the reduced speed zone begins.

Guidance:

The reduced speed zone should begin either at a point 200 ft from the crosswalk, or at a point 100 ft from the school property line, based on whichever is encountered first as traffic approaches the school

CURRENT CONSIDERATION: Staff has visited the site on several occasions to view the traffic and pedestrian flow. In addition, traffic counters were set to monitor the speed along 6th Avenue. School zones are established in an effort to notify the traveling public of the presence

of a near by school. A reduction in the speed limit is done in an effort to minimize the potential danger to pedestrians due to the increase in vehicles arriving and leaving the school. In looking at the geometrics of 6th Avenue and Ross Boulevard, it is apparent that we must balance the safety of the school children with the need of the traveling public to proceed at a safe and reasonable speed. Realizing that a school zone that is too long will cause the motorist to disregard the speed limit, staff is seeking to keep the length of the school zone to a minimum.

STAFF RECOMMENDATIONS: Staff is recommending that school zones be established at the following locations:

- On Sixth Avenue, beginning 720 feet from the south curb return of Sixth Avenue and Ross Boulevard and proceeding north to Ross Boulevard.
- On Ross Boulevard, beginning 187 feet west of the west curb return of Ross Boulevard and Sixth Avenue and proceeding east to a point 187 feet east of the east curb return of Ross Boulevard and Sixth Avenue
- On Sierra Drive, beginning 95 feet east of the east curb return of Sixth Avenue and Sierra Drive and proceeding west to Sixth Avenue
- On Sunset Drive, beginning 95 feet east of the east curb return of Sixth Avenue and Sunset Drive and proceeding west to Sixth Avenue.

In addition, the reduction in speed shall be in effect during the hours of 7:30 am – 8:30 am and 2:30 pm – 3:30 pm Monday – Friday. The appropriate supplemental signs shall also be placed with the speed limit signs. I have attached an aerial depicting the approximate locations of the school zones. Should you have any questions, please let me know.

ORDINANCE NO. 3458

AN ORDINANCE AMENDING THE PRESENT ESTABLISHED SCHOOL ZONES (ORDINANCE NO. 3330 AND 3335) AND ESTABLISHING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY:

Whereas Ordinance No. 3330 was previously approved by the Commission and amended by Ordinance No. 3335 establishing school zones for the current elementary and intermediate schools in the City of Dodge City and;

Whereas USD 443 has recently constructed Ross Elementary School and;

Whereas the necessary engineering studies have been performed and this ordinance will amend the current ordinance to provide for a school zone for Ross Elementary School.

14-502 SAME, ESTABLISHED.

(a) The following school zones are hereby established:

(9) Ross Elementary School:

- (i) On Sixth Avenue, beginning 720 feet from the south curb return of Sixth Avenue and Ross Boulevard and proceeding north to Ross Boulevard.
- (ii) On Ross Boulevard, beginning 187 feet west of the west curb return of Ross Boulevard and Sixth Avenue and proceeding east to a point 187 feet east of the east curb return of Ross Boulevard and Sixth Avenue.
- (iii) On Sierra Drive, beginning 95 feet east of the east curb return of Sixth Avenue and Sierra Drive and proceeding west to Sixth Avenue.
- (iv) On Sunset Drive, beginning 95 feet east of the east curb return of Sixth Avenue and Sunset Drive and proceeding west to Sixth Avenue.

(b) The speed limit on all streets designated as a school zone shall be 20 miles per hour Monday through Friday, during the time of day posted or other wise designated in each school zone by the appropriate signage.

14-503 SAME, PENALTIES: Any person convicted of exceeding the speed limit set herein shall be subject to the penalties set forth in sections 201 and 204(b) of the Standard Traffic Ordinance adopted by the city.

SECTION 2.0 REPEAL: Any ordinances or parts of ordinances conflicting herewith are hereby repealed.

SECTION 3.0 EFFECTIVE DATE: This Ordinance shall take full force and effect following its publication in the official City newspaper and after the installation of appropriate signs to inform the motoring public.

PASSED by the Governing Body of the City of Dodge City and approved by the Mayor this 2nd day of September, 2008

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk



SCHOOL
SPEED
LIMIT
20
7:30-8:30 AM
2:30-3:30 PM
MON-FRI

END
SCHOOL
ZONE

SPEED
LIMIT
20

SPEED
LIMIT
20

SPEED
LIMIT
20

SPEED
LIMIT
20

Memorandum

To: *Ken Strobel, City Manager*
From: *Dan R. Williamson, Fire Chief*
Date: *August 27, 2008*
Subject: *Adoption of Smoking Ban Ordinance*

Background

In February of 2008, Resolution No. 2008-03 Establishing Smoking Restrictions in the City of Dodge City was passed by the Commission. Compliance date for area businesses was September 1, 2008. On August 18, 2008, Commission members granted a 30-day extension to October 1, 2008 to allow staff to complete policy procedures and implementation details and provide adequate notification to area business concerns.

Discussion

Before the Commission is a proposal for the adoption of a City Ordinance. This Ordinance will provide both City staff and area businesses with the policy procedures and requirements to enforce and implement this code. The ordinance establishing smoking restrictions contains the following sections:

- ✓ *Definitions*
- ✓ *Prohibition of Smoking in Public Places*
- ✓ *Posting Smoking Prohibited Signs & Designated Smoking Area Signs*
- ✓ *Proprietor's Responsibility*
- ✓ *Violations and Penalties*
- ✓ *Enforcement*
- ✓ *Severability*

Actions Required

Revoke Resolution 2008-03 and adopt new City Ordinance No. 3459

Recommendation

The Building Inspection Department recommends approval.

**ORDINANCE ESTABLISHING SMOKING RESTRICTIONS IN
THE CITY OF DODGE CITY, KANSAS**

WHEREAS, KSA 21-4013 authorizes Cities to regulate smoking within their boundaries, so long as such regulations are at least as stringent as those imposed by the provisions of KSA 21-4009 through 21-4014 (the "Act"), and

WHEREAS, the governing body of the City of Dodge City, Kansas (the "City"), recognizes that smoking and secondhand smoke pose serious public health hazards, that patrons and employees of businesses and industries, as well as persons frequenting public places, need protection from tobacco smoke exposure, and that regulation of the smoking and burning of tobacco in public places and places of employment and business is imperative in order to protect the public health and welfare of the citizens of the City;

WHEREAS, the provisions of KSA 21-4010 presently provides, "Where smoking areas are designated, existing physical barriers and ventilation systems shall be used to minimize the toxic effect of smoke in adjacent nonsmoking areas", and

WHEREAS, the City desires to more clearly define prohibited and designated smoking areas, and their requirements for a more stringent regulation regarding designated areas as authorized by the Act:

**NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF
DODGE CITY, KANSAS AS FOLLOWS:**

Section 1. Definitions: As used in this act:

- (a) "Public place" means enclosed indoor areas open to the public or used by the general public including but not limited to: Restaurants, retail stores, public means of mass transportation, passenger elevators, health care institutions or any other place where health care services are provided to the public, educational facilities, libraries, courtrooms, state, county or municipal buildings, restrooms, grocery stores, school buses, museums, theaters, auditoriums, arenas and recreational facilities.
- (b) "Public meeting" includes all meetings open to the public.
- (c) "Smoking" means possession of a lighted cigarette, cigar, pipe or any other lighted smoking equipment partially or wholly consisting of or containing burning vegetation that is used for the introduction of smoke from the burning vegetation into the human body. For the purposes of this definition, the term vegetation includes, but is not limited to, tobacco.

Section 2. Prohibition of Smoking in Public Places: It is unlawful for any person to engage in smoking, or any business to permit smoking, in any public place within the City of Dodge City except as provided by this ordinance.

Exceptions; designated smoking areas.

- (a) No person shall smoke in a public place or at a public meeting except in designated smoking areas.
- (b) Smoking areas may be designated by proprietors or other persons in charge of public places, except in passenger elevators, school buses, public means of mass transportation and any other place in which smoking is prohibited by the fire marshal or by other law, ordinance or regulation.
- (c) Where smoking areas are designated, physical barriers and ventilation systems shall comply with provisions of this Act to minimize the toxic effect of smoke in adjacent non-smoking areas.

Section 3. Posting smoking prohibited signs and designated smoking area signs: The proprietor or other person in charge of the premises of a public place shall:

- (a) Post or cause to be posted in a conspicuous place signs clearly stating that smoking is prohibited by state law at each entrance and within the building or other areas where smoking is prohibited. The person in charge of the premises shall also post or cause to be posted in any designated smoking area, signs stating that smoking is permitted in such room or area.
- (b) Signs permitting or prohibiting smoking shall have bold lettering of not less than one (1) inch in height. The international “No Smoking” symbol may also be used (consisting of a pictorial representation of a burning cigarette enclosed in a red circle with a red bar across it).

Section 4. Proprietor’s Responsibility: The proprietor or other person in charge of the premises of a public place shall:

- (a) Meet all signage requirements
- (b) Advise any person smoking in a prohibited smoking area that he or she is in violation of the city ordinance. If said person does not refrain from smoking after being asked to do so, the proprietor or other person in charge of the premises shall then ask that person to leave. If the offending person refuses to leave, the proprietor shall handle the situation consistent with lawful methods for handling persons acting in a disorderly manner or as a trespasser.
- (c) Remove all ashtrays and other smoking paraphernalia from prohibited smoking areas.
- (d) In cases where the restaurant is located within a facility larger than the area used for the restaurant, the restaurant must comply with all physical separation and ventilation standards to prevent the drifting, permeation, or re-circulation of smoke from any separate designated smoking area into the adjacent or connected areas.

Section 5. Violations and Penalties: It shall be unlawful for any person subject to regulation under this Act to fail to comply with any of its provisions.

- (a) Any person found guilty of smoking in violation of this act is guilty of a misdemeanor punishable by a fine of not more than \$50 for each violation.
- (b) Any person, who owns, manages, operates or otherwise controls the use of any place of business found guilty of failing to post signs as required by this act, is guilty of a misdemeanor punishable by a fine of not more than \$100 for the first violation.
- (c) Any person, who owns, manages, operates or otherwise controls the use of any place of business found guilty of violating any provision of this Act, is guilty of a misdemeanor punishable by a fine of not more than \$100 for the first violation, and \$ 200 for any second violation within a one (1) year period of the first violation.
- (d) In addition to the fines established by this Section, violation of the Act by a person having control of a place of business may result in the suspension or revocation of any permit or license issued for the premises on which the violation occurred.

Section 6. Enforcement:

- (a) The authority to administer the provision of this act is vested in the Building Inspection Department of the City of Dodge City and his or her duly authorized representative(s), and whenever the need arises, the Chief Building Official and his or her representative(s), may call upon the Dodge City Police Department, and other departments of the City to aid in the enforcement of the Act.
- (b) The Building Inspection Department and other such City departments shall while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this Act, and each such department may also enforce the provisions of this Act through investigation of complaints filed, and unannounced inspection of the premises regarding compliance with this Act.
- (c) Any person may register a complaint under this Act to initiate enforcement with the Inspection Department.
- (d) Any owner, manager, operator or employee of any premises regulated by this Act shall be responsible for informing persons violating the provisions of this Act through appropriate notice and signage.

Section 7. Designated Smoking Provisions: In areas of public places where smoking is allowed under the provisions of this Act and which have been so designated by the proprietor or other person in charge as such, physical barriers and ventilation systems applicable to such designated smoking area shall comply with the following requirements:

- (a) Be enclosed on all sides by solid, impermeable walls or windows extending from floor to ceiling with self-closing doors or entryway constructed in such a manner so as to minimize the toxic effect of tobacco smoke within the remainder of the facility; and
- (b) Shall be posted as a Designated Smoking Area; and
- (c) Access to which shall be restricted to the employees, customers, clients or vendors of the facility; and

- (d) In which shall be maintained a negative air pressure, meaning more air is exhausted from the area than is directly supplied to the area by the heating, ventilation, and air conditioning (HVAC) system; and
- (e) In which shall be maintained a ventilation system which exhausts air from the room directly to the outdoors; and
- (f) Into which employees, customers, clients or vendors shall not be required against their will to enter or pass through when occupied by smokers.

Section 8. Required Registration of a Designated Smoking Area: Smoking shall not be allowed in such designated smoking area until the area has been registered as a designated smoking area with the Building Inspector of the City of Dodge City on registration forms provided by the City and the City has verified compliance with all provisions of this Act.

Section 9. Implementation of Requirements: The Building Inspector of the City shall develop specific rules and regulations to implement the above Act requirements.

Section 10. Severability: If any provision, clause, sentence or paragraph of the Act or the application thereof to any person or circumstances shall be held invalid, such invalidity shall not affect the other provisions of the Act which can be given effect without the invalid provision or application, and to this end the provisions of the Act are declared to be severable.

Section 11. Effective Date: The provisions of the Ordinance shall become effective from and after _____, 2008.

Adopted this 2nd day of September, 2008 by the City Commission of Dodge City, Kansas

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

City of Dodge City

Memorandum

Date: August 27, 2008

TO: Ken Strobel, City Manager



FROM: Dennis Veatch, Development Service Director

RE: Final Plat of East Jones Subdivision

Attached for your review and approval by the City Commission is the Final Plat of East Jones Subdivision. The Dodge City Zoning Board met August 19, 2008 to review this plat. The Zoning Board is recommending to the City Commission that this final plat be approved and that all rights-of-way and easements be dedicated to the public.

If you have any questions or need additional information, please let me know.

City of Dodge City

Memorandum

August 27, 2008

TO: Ken Strobel
City Manager

FROM: Joseph E. Finley, P.E.
Director of Engineering Services

RE: Purchase Contract
Gjerstad Water Rights

During a previous commission meeting, the Commission approved a purchase option for water rights from Phillip and LaVada Gjerstad. The actual purchase contract was also on the agenda for approval, but was tabled for action at a future commission meeting. As requested, staff is bringing the contract back for approval by the commission.

One of the concerns was the quality of the water. My staff did sample the water and had the sample tested by Servi-Tech. The quality of water was acceptable to my staff. The one exception would be the nitrate levels. The levels that were present were:

W Broce Well	8.56 mg/l
E Broce Well	14.9 mg/l
N Gjerstad Well	14.7 mg/l
SE Gjerstad Well	9.40 mg/l

Normally we would be concerned about nitrate levels above 10 mg/l. However, the well we are currently developing on the Murfin property just south of the Gjerstad property had levels of nitrate higher than those listed. We suspect that the upper level of the well casing is not sealed and the nitrates are allowed to migrate into the upper water level. When our test well was developed, the nitrate levels were below the 10 mg/l threshold.

Therefore, staff would recommend proceeding with the purchase contract with the Gjerstads for \$1,604,000. \$50,000 of the contract price will be placed in escrow upon execution of the contract and the remaining to be paid upon closing. Should you have any question, please let me know.

JF/mjr

Option Appendix A

PURCHASE CONTRACT

This contract is made and entered into by and between City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City," and Phillip L. and LaVada R. Gjerstad, husband and wife; hereinafter referred to as "Owners;"

RECITALS

WHEREAS, City has a need for water in the future and is providing for that need by purchasing the water rights now for future municipal use, and

WHEREAS, City has the legal right under its home rule power to contract to purchase water rights and has the duty to provide water for its residents to protect their health, safety and welfare, and

WHEREAS, City has adopted and implemented conservation plans and practices that are consistent with the guidelines developed and maintained by the Kansas water office pursuant to §(c) of K.S.A. 74-2608, and

WHEREAS, City has the power to condemn the water rights under Kansas law, and

WHEREAS, City and Owners have entered into a Option Agreement and the City has decided to acquire the Owners' water rights for a public use as hereinafter described, and

WHEREAS, in lieu of condemnation proceedings, the Owners and City have hereby agreed that the Owners will sell and the City will purchase said water rights as set out in this contract, and

WHEREAS, City has been given access to Owners' property during the Option Period for the purpose of observation, measurement and inspection of the irrigation

wells. City has made a preliminary investigation with the Division of Water Resources of the State of Kansas (the "Division") investigating whether the quantity of water to be transferred by the Division to City makes this sale economically feasible. City has conducted its own investigation concerning the Division's likely approval of an application for a change in the use and place of use and quantity of water to be allowed to be used by City. In addition, City has made its own investigation concerning the quality of water, and

WHEREAS, City and Owners understand that the amount of water available to Owners under the water rights for irrigation purposes is different from the amount of water that will be available to City after the Division approves change applications due to Division rules and regulations, which establish a formula for changes from irrigation use to other uses, based on the concept of "net irrigation requirement" (NIR), the NIR for Ford County currently being 1.14 feet based on 50% chance rainfall and 1.31 feet based on 80% chance rainfall, and

WHEREAS, none of the land to which the water rights are appurtenant is in the Conservation Reserve Program (CRP).

NOW, THEREFORE, in consideration of the monies to be paid hereunder and the mutual promises of the parties, it is agreed as follows:

1. DEFINITIONS. The following definitions will apply to this contract:
 - a. "Owners" are the persons to whom the water rights permits and/or certificates have been issued by the Division or the persons who currently have the rights under the water right and/or certificates by one or more transfers by installment contract, deed, devise, or otherwise, from the original recipient of the permit and/or certificate.

- b. "The Division" is the Division of Water Resources of the State Board of Agriculture.
- c. "Water right" means the vested right or appropriation right under which Owners may lawfully divert and beneficially use water as described in Exhibit A as described in Exhibit A.
- d. "The GMD" means the Ground Water Management District No. 3.
- e. "Transfer" means to change ownership or a change in ownership.
- f. "Change" means a change, or to make changes, in attributes of a water right, such as the type of use, place of use, or point of diversion.
- g. "Closing date" means the date the parties establish to consummate this sale and the meeting of the conditions and contingencies stated in this contract.
- h. "Annual Use Report" means the report required by K.S.A. 82a-732.
- i. "Certify," "certified," or "certification" refer to the stage of the Division water right approval process following completion of the diversion works and perfection of the appropriation right by the owner, whereby the Division determines under K.S.A. 82a-714 the annual quantity and rate of diversion of the water right.
- j. "Base acres" means the maximum acreage legally irrigated under the authority of the water right in any one calendar year during the perfection period as determined by the Division.

2. PROPERTY AND RIGHTS TO BE ACQUIRED BY THE CITY. Under this contract, City shall acquire and Owners shall convey and assign to City as of the date of closing the following property rights by recordable warranty deed:

- a. Clear and marketable title to all water rights, as set out in Exhibit A, attached hereto and made a part hereof by this reference, it being the intent

of the parties that City shall become the owner of all such water rights (but no other mineral interests or surface rights except as provided herein) which have been historically used in connection with the authorized place of use, except domestic water rights, appurtenant to the real property described in Exhibit B.

b. Permanent easements and rights-of-way as provided in paragraph 10, below;

3. PURCHASE PRICE. In consideration of the 919 acre feet of water rights, the easements, and other rights and privileges to be acquired under the provisions of this contract by City, City shall pay to Owners the total purchase price of One Million Six Hundred Fifty Four Thousand Two Hundred Dollars (\$1,654,200.00), which shall be payable in the time and manner following:

a. Payment of the sum of Fifty Thousand Dollars (\$50,000.00) as earnest money upon execution of this contract by the City, which amount, along with interest accrued thereon, shall be credited toward the purchase price;

b. Payment of the balance of the purchase price in the sum of One Million Six Hundred Four Thousand Dollars (\$1,604,000.00) at the time of closing of this transaction, less a credit for the amount of the Option consideration paid as provided in the Option attached hereto.

c. The earnest money payment of \$50,000.00 shall be held in escrow at the Fidelity State Bank & Trust in Dodge City, Kansas, in an interest bearing account. The interest shall follow the principal, such that, if the contract closes, Owners will receive the earnest money and accrued interest which shall be applied toward the purchase price, along with the balance of the purchase price, described in paragraph b., immediately above, or, if the

contract does not close, the party entitled to the earnest money under section 17, of this contract shall also receive the accrued interest.

4. CONDITIONS PRECEDENT TO CLOSING. The closing of this transaction shall be contingent upon the completion and/or satisfaction of all of the following conditions. If any of the following conditions are not completed and/or satisfied, the City, at its sole option and discretion, may declare this agreement null and void, in which case the earnest money payment referred to in paragraph 3.a. above and any interest accrued thereon shall be refunded to the City, and both parties shall thereafter be released from any further obligations under this agreement. The City may, in its sole discretion, waive in writing the completion and/or satisfaction of any or all of the following conditions. All of the following conditions must be completed or waived in writing by the City prior to closing: (a) meeting the title requirements set out in paragraph 6, (b) establishing legal descriptions for the easements as set forth in and subject to the conditions of paragraph 10. Prior to closing, but subject to establishing the legal descriptions after closing as provided in section 10, Owners and City will agree to the legal descriptions of the land to be covered by easements and rights-of-way described in section 10, of this contract.

5. RIGHT TO ENTER AND CONDUCT TESTS. From and after the execution of this contract, Owners hereby grant to City a temporary right to enter and conduct tests on the land to which the water rights are appurtenant allowing City's employees and contractors the right of ingress and egress at all times to the well sites and the right in and around the wells and on potential well sites to take whatever steps are necessary on the land to conduct tests and studies, including drilling and other exploratory work. City shall have the right to drill test wells at locations it deems appropriate. City will pay Owners for damages caused to crops, the amount to be based on market price of the crops. If City causes damage to physical structures such as buildings, fences, or

irrigation ditches or pipes, City may either pay for the damages caused or repair the same to the same condition as existed prior to the damage, wear and tear excepted.

6. MARKETABLE TITLE. Prior to closing, Owners will provide City with evidence of marketable title, as described below, for the water rights, the real property to which the water right is appurtenant, and any real property to be conveyed by Owners as an easement under this contract.

a. EASEMENTS AND RIGHTS-OF-WAY. Evidence of marketable title for any easements or rights-of-way to be conveyed to City under this contract will be in the form of a currently certified abstract of title or a title insurance policy, which title insurance policy shall be subject only to general exceptions.

b. LAND TO WHICH WATER RIGHTS APPURTENANT. Owners will provide a currently certified abstract of title, or a title insurance policy, showing marketable title in Owners to all land to which the water rights are appurtenant, as set forth in Exhibit B.

c. WATER RIGHTS. Marketable title in and full use of the water rights to be transferred under this contract shall be established by Owners' showing marketable title in the land appurtenant to the said water rights, and the water rights, and that said water rights are certified and in good standing with the Division.

d. COSTS OF EVIDENCE OF MARKETABLE TITLE. Owners will be responsible for and will pay for any extensions and certifications of abstracts and premiums for title insurance commitment, as well as for the issuance of the title insurance policy. Owners shall be responsible for any expenses incurred in establishing marketable title or in satisfying any title requirements made in accordance with the Kansas Title Standards.

7. CONTINUED USE OF WATER BY OWNERS AND EVENTUAL CHANGES IN THE WATER RIGHTS BY CITY. Owners shall have the right to the continued use of the water rights being conveyed under this contract after the execution of this contract and after the closing date of this transaction in accordance with terms and conditions set forth herein. It is anticipated that the City will not be in a position to actually utilize the water rights purchased under this contract until sometime after the 2010 crop year for Rights #30109 and 30111 and after the 2012 crop year for Rights #12534 and 14916. During this period the Owners may continue to utilize the water rights for their normal crop irrigation on the property covered by the respective water rights. In the event it is necessary for the City to terminate the Owners use of the water rights prior to the above cited dates, the City will compensate the Owners by paying the Owners the sum of \$366.00 for each irrigated surface area removed annually from irrigation due to the early termination. No compensation shall be paid in the event of the termination of owner's use of the water rights at anytime after the above cited dates. Owner's right to use the water rights will terminate when City provides written notice as provided in section 19, of this contract. City will provide such notice no later than September 15 of the year immediately proceeding the year of termination which shall allow completion of the normal irrigation session for any crops planted on the property at the time of such notice. Owners' use of such water will be subject to the certificates as issued by the Division. Owners will submit to City the information required by City to submit to the Division in Topeka the annual water use reports required by K.S.A. 82a-732, and all required reports to the GMD as required under the GMD policies, or as revised between the time this contract is signed and the date of termination of Owners' right to continue to use the water rights. In using the water between the closing date and the termination date, Owners will comply with all laws, regulations, policies, standards, and plans of the Division, the GMD, the Kansas Department of Health and

Environment, the United States Environmental Protection Agency, and other state and federal agencies, and will continue to use the water according to the conditions of the water rights, and will not allow the water rights to lapse or be abandoned or forfeited in whole or in part.

During the time the Owners continue to use the water for irrigation, Owners shall pay all expenses associated with running and maintaining the irrigation equipment, including, but not limited to, wells, pumps, meters, and engines; if the Division requires additional or replacement meters or other monitoring or regulating equipment for the irrigation wells, Owners shall be responsible for adding or replacing the meters at Owner's cost.

If at anytime during which the City is paying Owners for early termination of the use of the water rights a crop planted by Owners on the non-irrigated acres is damaged or lost and such damage or loss is covered by Owners crop or other insurance coverage, then in such event the amount of the City's per acre termination payment shall be reduced by the amount of any such insurance proceeds received by Owners for the covered acres.

At anytime following the execution of this contract, City may file change applications with the Division for changes in the water rights for the type of use (irrigation to municipal), the place of use (the appurtenant land to City's service area), and the point of diversion (from the irrigation wells to one or more municipal wells). After the closing of this contract and during any year in which Owners continue to use the water for irrigation use, nothing in this contract shall prevent Owners and City from negotiating temporary uses of water by City, provided that City shall first obtain permission from the Division for said temporary changes and City shall give sufficient prior notice of said temporary water needs to Owners to prevent any damages to

Owners caused by fertilizing and other farm practices in anticipation of use of the water for irrigation.

Owners will use their best good faith effort to aid and assist City in obtaining approval from the Division for all changes, including, but not limited to, the providing of information, signing documents, cooperating in dealing with the GMD and the Division, appearing at hearings held by the Division or the GMD or any required court hearings or other agency hearings.

8. WELL FIXTURES, PUMPING AND IRRIGATION EQUIPMENT. Owners will retain as their own property all well casings, pads, pumps, pump columns, pump bases, gear heads, drive shafts, pump stands, irrigation engines, center pivot irrigation equipment, and all other items of personal property and fixtures presently located on the land appurtenant to the water rights or which may be hereafter placed on said premises by Owners.

9. CAPPING OF UNUSED WATER WELLS. After Owners' right to use the water ceases the City, at City expense, will either plug all wells associated with the rights in compliance with all Kansas rules, regulations and standards existing at the time, or will take steps to render the well to "inactive status" under the Kansas Department of Health and Environment regulations, if said wells are not being used by City under the rights conveyed by this contract. In case Owners choose to place the well or wells in "inactive status" at the option of Owners, Owners will sign a form agreeing that Owners are responsible for maintaining the well in "inactive status" and the parties may use the well as an observation well or Owners may use the well for domestic use as defined by the Kansas Statutes or Division Regulations; provided, however, that Owners will make no use of the well or wells during the inactive status that will impair in quality or quantity the new wells City drills for City's municipal or other use which City makes of the water.

10. EASEMENTS FOR NEW WELLS, PIPES, INGRESS AND EGRESS AND OTHER PURPOSES. At closing by separate recordable instruments acceptable to the City, Owners will, if requested by the City and at no additional cost to the City, convey to City easements appurtenant to the water rights as follows:

- a. A perpetual well site easement(s) allowing City to drill, operate and maintain new well(s) and replacement well(s). The well site(s) easement shall be a square tract measuring one hundred feet on each side. Although the City will attempt to locate such easement(s) at site(s) which will least interfere with Owner's use of the surface rights, it is agreed that said easement(s) will be finally placed at a location(s) to facilitate obtaining approval of the Division for a change in point of diversion.
- b. Thirty feet wide perpetual water pipeline easement(s). Said easement(s) shall be sufficient to allow City to lay, operate and maintain water pipelines to connect with City's water mains carrying water from the site of the wells to City's city limits; provided, however, that Owners may continue to farm the land covered by these easements so long as the means and methods used do not adversely affect City's right under the easements or the quantity or quality of water, and further that Owners will obtain City's permission prior to making any changes in the surface contour or profile that would change the depth of the pipelines located on said easements. City's easement(s) shall be limited to the purpose of well site easement and water pipeline easement, and these easements shall be used for no other purpose. To the extent possible, all pipelines shall be underground and City shall build nothing on the surface that is not essential to its easements to operate a well.

- c. Perpetual easements and/or rights-of-way allowing City's employees and/or agents ingress and egress to City well site(s) and the location of City pipeline(s).
- d. Perpetual utility easements within the boundaries of the pipeline and well site easement(s) sufficient to allow City to supply electric and/or natural gas for the purpose of operation of City well(s).
- e. City will be responsible for all costs incurred with regards to the preparation and recording of the above conveyance.

11. PAYMENT OF FEES AND COSTS AND FILING OF FORMS. City will pay all fees and submit all forms required by the State of Kansas for applications for change under K.S.A. 82a-708b, and Owners will aid and fully cooperate in the preparation of these forms by providing information and signatures when required.

City will pay costs for recording affidavits of equitable interest, deeds, certificates, and other documents necessary to effectuate this transfer.

12. PRORATION OF TAXES AND FEES. For the year in which Owners' rights to use the water pursuant to the schedule set forth in section 7., of this contract terminates, the GMD fees and charges of any kind, and all other kind of tax or fee chargeable against the water rights or use thereof being conveyed herein will be prorated as of the date Owners' right of use terminates. Owners will pay taxes, fees, or charges for all years or portion thereof prior to the termination of Owners' use. Owners will pay and be responsible for all real estate taxes and taxes on personal property and fixtures retained by Owners. Once Owners' use has terminated, City shall be responsible for and shall pay all taxes, fees and charges associated with such water rights and easements and the use thereof.

13. DRY UP COVENANT. Except as provided in section 7., of this contract, Owners, Owners' heirs, successors, and assigns will not irrigate or seek to irrigate the

land to which the water rights being conveyed under this contract are appurtenant, or to use the ground water from this land for any purpose other than domestic use (as defined in K.S.A. 82a-701c). The covenant of this paragraph will be perpetual in nature and will run with the land.

14. RISKS ASSUMED BY CITY. As stated in the Recitals above, City has inspected the property, is familiar with the historical use of the property, and has conducted extensive water quantity and quality testing. City, having made its own reasonable investigation, accepts all risks regarding economic feasibility, quality of water and quantity of water. Other than the requirement of title set forth above, Owners make no warranties express or implied concerning the quality or quantity of these water City accepts the risk that this water quality may deteriorate in the future. Owners make no warranty as to the present water quality; provided, however, that Owners agree that they will not themselves make or allow any use of the surface rights, mineral interests or other interest retained by owner which is known or should be known upon the exercise of reasonable care is likely to cause damage to or otherwise adversely affect the quality or quantity of water being transferred by this contract, and will upon written notice from the City immediately suspend and terminate any such activity which is adversely affecting the quality or quantity of such water. A restrictive covenant will be placed in the deed, to run with the land, that will contain the same restriction for heirs, devisees, successors, and assigns. In addition, City is aware that Owners intend to continue farming this land in a reasonable and prudent manner according to the usual and customary farming practices in Kansas. So long as Owners' use of the land is in accordance with reasonable and customary husbandry practices then in affect for Kansas agriculture, City agrees that Owners shall not be responsible should the water quality deteriorate, but City may require termination of any activity which adversely affects the quality or quantity of water.

15. CLOSING DATE. The closing date for this contract shall be on or before November 18, 2008. Closing will take place in the City Administrative Office in Dodge City, Kansas.

16. SURVIVAL OF PROMISES AND WARRANTIES. All promises and warranties made by the parties in this contract shall survive the closing of this transaction and remain in full force and effect.

17. FAILURE TO CLOSE. If Owners fail to close for reasons other than the default of City, City may bring an action for specific performance to enforce this contract or an action for damages, or exercise any other remedy allowed by the laws of the State of Kansas. If City fails to close after exercise of the Option for reasons other than the default of Owners or Owners' inability to provide evidence of marketable title as provided under paragraph 6., of this contract, Owners' only remedy shall be to keep as liquidated damages, and not as a penalty, the earnest money paid under this contract along with accrued interest as provided in section 3.c., above. If City fails to close for the reason that either of the conditions precedent as set forth in paragraph 4., of this contract has not been met or fully satisfied, the earnest money deposit paid by City at the time of the execution of this contract along with accrued interest as provided in section 3.c., above, shall be returned to City, and this contract shall be null and void. If Owners are unable to provide evidence of marketable title as provided in this contract, City may elect not to close, at City's sole option, in which case the earnest money deposit along with accrued interest as provided in section 3.c., above, shall be returned to City, and this contract shall be null and void.

18. SALE OR CONVEYANCE OF SURFACE AND/OR MINERAL RIGHTS. In the event of a sale or conveyance of any or all of the land or mineral interests to a third party, the deed or conveyance will specifically exclude any and all water rights being purchased under this contract and the third party shall acquire no interest in said water

Approved this ____ day of _____, 2008

OWNERS:

By: Phillip L. Gjerstad
Phillip L. Gjerstad

By: LaVada R. Gjerstad
LaVada R. Gjerstad

Dated this 26th day of June, 2008

STATE OF KANSAS,

SS:

COUNTY OF FORD,

This instrument was acknowledged before me on this _____ day of _____, 2008, by E. Kent Smoll, Mayor of Dodge City, and Nannette Pogue, City Clerk.

Notary Public

My appointment expires:

STATE OF KANSAS,

SS:

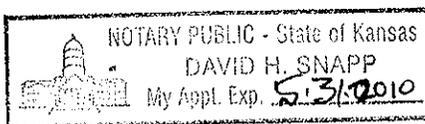
COUNTY OF FORD,

This instrument was acknowledged before me on this 30 day of June, 2008, by Phillip L. Gjerstad and LaVada R. Gjerstad, husband and wife.

David H. Snapp
Notary Public

My appointment expires:

5-31-2010



Memorandum

*To: City Commission
Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Mike Klein, Supt. of Public Works

Date: Thursday, August 28, 2008

*Subject: Bid: One Ton Flatbed Truck Bids
2008 Budget Fund & Amount
Sales Tax Fund AFM \$ 28,000.00
MERF Street \$ 40,000.00*

Five bids was received and opened on Tuesday, August 19, 2008, at 2:00 p.m. for two, one ton flat bed trucks. One of the trucks will be a flatbed truck with a dump bed to be utilized by AFM the second one ton truck will be equipped with a dump bed, hydraulics and arrow board to be utilized by Street Department for maintenance activities. The new units will be replacing, 1992 Dodge One Ton truck 100,335 miles and 1985 Chevrolet One Ton truck 159,740 miles.

The bid received is as follows:

Lopp Motors, Dodge City, Ks.

Cab and Chassis: 2009 Dodge DC3L63

One Ton flatbed truck and hoist

Flatbed: Jensen Hoist: Rugby HR-520 \$ 28,377.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Jensen Hoist: Rugby HR-520 \$ 33,247.00

Total Bid \$ 61,624.00

Magouirk Chevrolet, Dodge City, Ks. Bid #1

Cab and Chassis: 2009 Chevrolet CC31003

One Ton flatbed truck and hoist

Flatbed: Winkle Hoist: Dew Eze \$ 28,662.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Winkle Hoist: Dew Eze \$ 33,761.00

Total Bid \$ 62,423.00

Magouirk Chevrolet, Dodge City, Ks. Bid #2

Cab and Chassis: 2009 Chevrolet CC31003

One Ton flatbed truck and hoist

Flatbed: Atlas Hoist: Harsh \$ 28,830.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Atlas Hoist: Harsh \$ 34,707.00

Total Bid \$ 63,537.00

Magouirk Chevrolet, Dodge City, Ks. Bid #3

Cab and Chassis: 2009 Chevrolet CC31003

One Ton flatbed truck and hoist

Flatbed: Jensen Hoist: Rugby \$ 29,823.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Jensen Hoist: Rugby \$ 34,701.00

Total Bid \$ 64,524.00

Frontier Ford, Dodge City, Ks. Bid #1

Cab and Chassis: 2009 Ford F 350 4X4

One Ton flatbed truck and hoist

Flatbed: Winkel Hoist: Omaha \$ 30,371.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Winkel Hoist: Omaha \$ 36,403.00

Total Bid \$ 66,354.00

Frontier Ford, Dodge City, Ks. Bid #2

Cab and Chassis: 2009 Ford F 350 4X4

One Ton flatbed truck and hoist

Flatbed: Atlas Hoist: Harsh \$ 30,989.50

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Atlas Hoist: Harsh \$ 36,866.50

Total Bid \$ 67,856.00

Frontier Ford, Dodge City, Ks. Bid #3

Cab and Chassis: 2009 Ford F 350 4X4

One Ton flatbed truck and hoist

Flatbed: Jensen Hoist: Rugby \$ 31,930.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Jensen Hoist: Rugby \$ 37,625.00

Total Bid \$ 69,555.00

G & G Inc, Dodge City, Ks.

Cab and Chassis: 2009 GMC TC31003

One Ton flatbed truck and hoist

Flatbed: Jensen Hoist: Rugby HR-520 \$ 31,780.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Jensen Hoist: Rugby HR-520 \$ 36,658.00

Total Bid \$ 68,438.00

Lewis Ford Toyota, Hays, Ks.

Cab and Chassis: 2009 Ford F350

One Ton flatbed truck and hoist

Flatbed: Knapheide Hoist: Knapheide \$ 37,075.00

One Ton flatbed, hoist, hydraulics and arrow board

Flatbed: Knapheide Hoist: Knapheide \$ 40,575.00

Total Bid \$ 77,650.00

Based on the bid received, Staff would recommend purchasing the One Ton Trucks from Lopp Motors of Dodge City for a total bid of \$ 61,624.00. This purchase is \$ 6,376.00 under budget.

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

Memorandum

*To: City Commission
Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Mike Klein, Airport Manager

Date: Thursday, August 28, 2008

*Subject: Bids, Airport Access Road
2008 Budget Fund and Amount
CIP \$800,000*

Two bids were received and opened on August 12, 2008 for the Airport Access Road and Parking Lot Reconstruction project. The serviceable life of the access road and parking lot pavement has been exhausted and has become a safety concern for the public. The bid package consisted of asphalt and concrete alternatives, no bids for the concrete alternatives were received. After receipt of the bids it was apparent that funds are not available for the access road and parking lot reconstruction. It is staffs and Burns and McDonnell's recommendations to proceed with the access road portion of the project this year. Staff and Dave Hadel, our airport engineer will research other options for the parking lot reconstruction. Burns and McDonnell has reviewed and tabulated the bids received, documentation is attached for your review.

The bids received are as follows:

APAC - Kansas, Inc. Shears Division

Dodge City, KS.

Base Bid Alternate A Asphalt Roadway	\$ 660,637.75
Bid Alternate 1-Asphalt Parking Lot	\$ 311,177.50
Total Bid	\$ 971,815.25

KLOTZ Sand Co., Inc.

Holcomb, KS.

Base Bid Alternate A Asphalt Roadway	\$ 773,831.00
Bid Alternate 1-Asphalt Parking Lot	\$ 370,842.00
Total Bid	\$ 1,144,173.00

As part of the bid review process, Burns and McDonnell contacted APAC, the apparent low bidder for the purpose of verifying their bid. During the interview, APAC volunteered to reduce their bid on the asphalt roadway on the following items, Mobilization, Common Excavation, Compaction of Earthwork, Manipulation of Sub grade, Fly Ash and 24" RCP and that crushed concrete be permitted for use as an aggregate in the asphalt mix. The gradation and quality requirements identified in the Project Manual will remain in force. The proposed requests are reasonable and will not affect the quality of the project.

The voluntary reductions, less	\$ 53,402.05
Base Bid Alternate A Asphalt Roadway	\$607,235.70

Based on the bids received, it is staff's and airport engineer of Burns & McDonnell to recommend the bid from APAC - Kansas, Inc. Shears Division, Inc. for the Base Bid Alternate A Asphalt Roadway for a total bid of \$607,235.70.

Funding:	CIP Fund	\$ 800,000.00
Expenditures:	Engineering and Design	\$ 86,846.00
	Airport Access Road	\$ 607,235.70
	Estimated Material Testing	\$ 20,000.00
	Total Expenditure	\$ 714,081.70
	CIP Fund Balance	\$ 85,918.30

The Dodge City Engineering Department will be taking care of the construction observation during the roadway project. The material testing as indicated above will be contracted to an outside source for the testing of the asphalt mix to ensure it meets the specifications.

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

Attachment from David Hadel, Burns and McDonnell



August 25, 2008

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

Engineer's Recommendation for Entrance Road and Parking Lot Improvements at
 Dodge City Regional Airport
 AIP No. 3-20-0017-XX
 B&McD No. 48759

Dear Mr. Klein:

Burns & McDonnell has tabulated and reviewed the bids received for the Airport
 Access Road Reconstruction project. Table A provides a summary of the bid analysis.
 A detailed tabulation summary is attached.

TABLE A
TABULATION OF BIDDING
FOR THE AIRPORT ACCESS ROAD RECONSTRUCTION PROJECT

Bid Schedules	Engineer & Bidders		
	Burns & McDonnell	APAC – Dodge City	Klotz Sand
Base Bid: Access Road	\$270,407.50	\$241,027.75	\$331,763.00
Base Bid A: Access Road (Asphalt)	\$287,580.60	\$419,610.00	\$442,068.00
Base Bid & A (Asphalt)	\$557,988.10	\$660,637.75	\$773,831.00
Bid Alternate 1: Parking Lot	\$126,303.65	\$124,361.00	\$158,175.00
Bid Alternate 1A: Parking Lot (Asphalt)	\$117,260.00	\$186,816.50	\$212,667.00
Bid Alternate 1 & 1A (Asphalt)	\$243,563.65	\$311,177.50	\$370,842.00
Base Bid & Bid Alternate 1 (Asphalt)	\$801,551.75	\$971,815.25	\$1,144,673.00



Mr. Mike Klein
August 25, 2008
Page 2

There were no bids received for any of the concrete alternatives proposed. As a result, our evaluation considers only the asphalt alternatives. There were no discrepancies in the Bid submitted by APAC. The Klotz Sand bid contained a discrepancy on the extension price of line item No. 35. Their proposal form showed 3 units at \$3,250 per unit with an extension value of \$9,250. The tabulated extension value was \$9,750.00. This results in a tabulated increase of \$500.00 on their Bid.

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

- Review of Proposals: In reviewing the individual line items of all Bidders, most are not directly influenced by the cost of petroleum are within the Engineer's estimated cost of construction. However, it is apparent that the constant increases in petroleum are having a significant affect on the overall price of asphalt.
- DBE Participation: The apparent low bidder, APAC, met the minimum required DBE participation of 4.0%. Klotz Sand did not submit any DBE documentation with their Bid.
- Interview with the Apparent Low Bidder: Burns & McDonnell contacted Mr. Steve Collins, APAC for the purpose of verifying their Bid. APAC confirmed their Bid and acknowledged they understood the intent of the contract documents. APAC stated and Burns & McDonnell verified they are an approved contractor with the Kansas Department of Transportation for the work proposed on this project.

During the interview, APAC volunteered to reduce their Bid on the following items:

Item No.	Description of Work	Item No.	Description of Work
1	Mobilization	10	36" RCP
5	Common Excavation	11	24" RC End Section
6	Compaction of Earthwork	12	36" RC End Section
7	Manipulation of Subgrade	15	Straw Bale Ditch Checks
8	Fly Ash	19	5" BM-4 Asphalt Base
9	24" RCP	20	2" BM-2 Asphalt Surface



Mr. Mike Klein
 August 25, 2008
 Page 3

As part of these proposed reductions, APAC requests the following modifications to their Bid:

- Line Item 19, BM-4 Asphalt Base. It is requested that crushed concrete be permitted for use as aggregate in the composite asphalt mix. The gradation and quality requirements identified in the Project Manual will remain in force. Refer to attached letter from APAC dated August 25, 2008.
- Line Item 15, Straw Bale Ditch Checks. It is requested to utilize Line Item 14, Silt Fence in lieu of the Straw Bale Ditch Checks.

After careful consideration and discussion with members of KDOT and FAA, the proposed requests are reasonable and should not adversely affect the quality of the project.

As a result of these voluntary reductions, a revised tabulation was prepared and compared to their original Bid. These results are shown in Table B. A detailed tabulation summary is attached.

TABLE B
COMPARISON TABULATION OF BIDDING
FOR THE AIRPORT ACCESS ROAD RECONSTRUCTION PROJECT
With APAC VOLUNTARY REDUCTIONS

Bid Schedules	Engineer & Bidders		
	Burns & McDonnell	APAC – Voluntary Reduction	APAC – Original Bid
Base Bid: Access Road	\$270,407.50	\$230,177.70	\$241,027.75
Base Bid A: Access Road (Asphalt)	\$287,580.60	\$377,058.00	\$419,610.00
Base Bid & A (Asphalt)	\$557,988.10	\$607,235.70	\$660,637.75
Bid Alternate 1: Parking Lot	\$126,303.65	\$124,361.00	\$124,361.00
Bid Alternate 1A: Parking Lot (Asphalt)	\$117,260.00	\$186,816.50	\$186,816.50
Bid Alternate 1 & 1A (Asphalt)	\$243,563.65	\$311,177.50	\$311,177.50
Base Bid & Bid Alternate 1 (Asphalt)	\$801,551.75	\$918,413.20	\$971,815.25



Mr. Mike Klein
August 25, 2008
Page 4

As Table B illustrates all of the proposed packages exceed the Engineer's estimated cost of construction. However, the condition of the existing entrance road is near the end of its serviceable life and the cost to maintain it through the winter may be significant and with no long term value. **Based on this understanding, Burns & McDonnell recommends acceptance of APAC's voluntary reduction Bid for the Base Bid & A (Asphalt) Alternate in the amount of \$607,235.70.**

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

Sincerely,

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

David G. Hadel, P.E.
Program Manager

enc
cc H. Fellows, BMCD
files (48759)

48759 eng bid recomend 8-25-08



APAC-Kansas, Inc. • Shears Division • Dodge City Branch • 11188 56 Bypass • P.O. Box 668 •
Dodge City, Kansas 67801-0668 • Telephone (620) 227-6908 • Facsimile (620) 227-6819

August 25, 2008

Dave Hadel, P.E.
Burns & McDonnell
9400 Ward Parkway
Kansas City, MO 64114

Re: Dodge City Airport Access Road
Dodge City, Kansas

Dear Mr. Hadel,

APAC-Kansas Inc., Shears Division is submitting the revised unit pricing for the referenced project. The revised pricing reflects the approval of the use of crushed concrete as an aggregate for the BM-4 Base asphalt.

APAC-Kansas Inc. will meet current KDOT Standard Specifications for BM-4. The amount of crushed concrete will not exceed 20% of the mixture. We have placed several thousand tons of this material in the past and have not seen any detrimental issues with this material. Every year Ford County incorporates crushed concrete into their cold mix production.

If you have any comments or questions please feel free to contact me at (620) 227-6908.

Sincerely,

A handwritten signature in black ink, appearing to read 'Steve Collins'. The signature is written in a cursive, flowing style.

Steve Collins
Dodge City Branch

08/25/2008 14:58
 08044CUT Airport Low bidder deducts

BID TOTALS

Bid Item	Description	Status - Rnd	Quantity	Units	Unit Price	Bid Total
1	MOBILIZATION	U	1.000	LS	20,600.00	20,600.00
2	STAKING		1.000	LS	22,172.00	22,172.00
3	TRAFFIC CONTROL		1.000	LS	19,000.00	19,000.00
4	TEMPORARY TRAFFIC BARRIER		500.000	LF	7.00	2,100.00
5	COMMON EXCAVATION		6,664.000	CY	7.10	47,314.40
6	COMPACTON OF EARTHWORK	U	1,303.000	CY	3.75	4,886.25
7	MANIPULATION FLYASH		12,705.000	SY	3.30	41,926.50
8	FLY ASH		583.000	TN	19.65	11,455.95
9	24" RCP		224.000	LF	45.15	10,113.60
10	36" RCP	U	44.000	LF	88.50	3,894.00
11	24" END SECTION	U	8.000	EA	550.00	4,400.00
12	36" END SECTION	U	2.000	EA	945.00	1,890.00
13	BARBED WIRE FENCE		1,741.000	LF	5.20	9,053.20
14	SILT FENCE		2,584.000	LF	3.70	9,560.80
15	STRAW BALE DITCH CHECK		800.000	LF	3.70	2,960.00
16	SEEDING		4.000	AC	1,400.00	5,600.00
17	EPOXY STRIPING		13,140.000	LF	0.90	11,826.00
18	REMOVE & RESET SIGNS	U	5.000	EA	285.00	1,425.00
19	5" BM-4 ASPHALT	U	11,820.000	SY	21.00	248,220.00
20	2" BM-2 ASPHALT	U	11,820.000	SY	9.50	112,290.00
21	PAVING FABRIC	U	11,820.000	SY	1.40	16,548.00

Bid Total

S607,235.70



TABULATION OF BIDS
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
ACCESS ROAD RECONSTRUCTION AND PARKING LOT REHABILITATION
BASE BID: ACCESS ROAD
PROJECT NO: AIP 3-20-0017-NY
Burns & McDonnell No. 48759
August 25, 2008

ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		APAC - Dodge City (voluntary reduction)		APAC - Dodge City		KLOTZ SAND	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
1	Abolition	1 amp Sign	1.00	\$25,000.00	\$25,000.00	\$20,600.00	\$20,600.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
2	Staking	1 amp Sign	1.00	\$2,000.00	\$2,000.00	\$22,172.00	\$22,172.00	\$22,172.00	\$22,172.00	\$25,000.00	\$25,000.00
3	Traffic Control	1 amp Sign	1.00	\$3,000.00	\$3,000.00	\$19,400.00	\$19,400.00	\$19,400.00	\$19,400.00	\$19,400.00	\$19,400.00
4	Temporary Traffic Control Barrier	1 in 11	300.00	\$8.00	\$2,400.00	\$7.00	\$2,100.00	\$7.00	\$2,100.00	\$8.00	\$2,400.00
5	Common Excavation	20 Yds	6,664.00	\$11.00	\$73,304.00	\$7.10	\$47,514.40	\$7.25	\$48,314.00	\$10.00	\$66,640.00
6	Compaction of Earthwork	CU Yds	1,303.00	\$6.00	\$7,818.00	\$3.75	\$4,886.25	\$3.85	\$5,016.55	\$10.00	\$13,030.00
7	Manipulation of Subgrade	Sq Yds	12,705.00	\$5.50	\$70,077.50	\$3.30	\$41,926.50	\$3.40	\$43,197.00	\$7.00	\$89,145.00
8	Hls Ash	Tons	583.00	\$60.00	\$34,980.00	\$19.65	\$11,455.95	\$20.00	\$11,660.00	\$30.00	\$17,490.00
9	24" RCP	1.00 Ft	224.00	\$70.00	\$15,680.00	\$45.15	\$10,113.60	\$46.00	\$10,304.00	\$78.00	\$17,472.00
10	36" RCP	1.00 Ft	44.00	\$160.00	\$7,040.00	\$88.50	\$3,894.00	\$89.30	\$3,973.20	\$107.00	\$4,718.00
11	24" RC End Sections	Each	8.00	\$860.00	\$6,880.00	\$550.00	\$4,400.00	\$562.00	\$4,496.00	\$1,450.00	\$11,680.00
12	36" RC End Sections	Each	2.00	\$1,000.00	\$2,000.00	\$945.00	\$1,890.00	\$965.00	\$1,930.00	\$1,600.00	\$3,200.00
13	Barbed Wire Fence	1 in Ft	1,241.00	\$2.00	\$2,482.00	\$3.20	\$3,973.20	\$3.20	\$3,973.20	\$4.00	\$4,964.00
14	Soil Fence	1 in Ft	2,384.00	\$4.00	\$9,536.00	\$3.70	\$8,826.80	\$3.70	\$8,826.80	\$4.00	\$9,536.00
15	Shaw-Bale Dutch Checks	1 in Ft	800.00	\$11.00	\$8,800.00	\$3.70	\$2,960.00	\$3.00	\$2,400.00	\$2.50	\$2,000.00
16	Staking	Ac	4.00	\$3,300.00	\$13,200.00	\$1,400.00	\$5,600.00	\$1,400.00	\$5,600.00	\$1,500.00	\$6,000.00
17	Erpox Staking	1 in Ft	13,140.00	\$1.00	\$13,140.00	\$0.90	\$11,826.00	\$0.90	\$11,826.00	\$1.20	\$15,768.00
18	Remove and Reset Signs	Each	5.00	\$300.00	\$1,500.00	\$285.00	\$1,425.00	\$285.00	\$1,425.00	\$285.00	\$1,425.00
TOTAL COST OF BASE BID ACCESS ROAD					\$270,407.50		\$230,977.70		\$241,027.75		\$331,763.00

TABULATION OF BIDS
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
ACCESS ROAD RECONSTRUCTION & PARKING LOT REHABILITATION
BASE BID A - ACCESS ROAD (ASPHALT)
PROJECT NO: AIP 3-20-0017-NX
Burns & McDonnell No. 48759
August 25, 2008

ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		APAC - Dodge City (voluntary reduction)		APAC - Dodge City		KLOTZ SAND	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
19	6" BA-1 ASPHALT BASE	Sq Yds	11,820.00	\$14.00	\$165,480.00	\$21.00	\$248,220.00	\$23.60	\$278,952.00	\$25.65	\$303,183.00
20	2" BA-2 ASPHALT SURFACE	Sq Yds	11,820.00	\$8.00	\$94,560.00	\$6.50	\$112,290.00	\$10.50	\$124,110.00	\$10.25	\$121,155.00
21	Paving Fabric	Sq Yds	11,820.00	\$2.33	\$27,540.60	\$1.40	\$16,548.00	\$1.40	\$16,548.00	\$1.50	\$17,730.00
TOTAL COST OF BASE BID A - ACCESS ROAD (ASPHALT)					\$287,580.60		\$377,058.00		\$419,610.00		\$442,068.00

TABLATION OF BIDS
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
ACCESS ROAD RECONSTRUCTION & PARKING LOT REHABILITATION
BID ALTERNATE 1 - PARKING LOT
PROJECT NO: AP 3-20-0017-XX
Burns & McDonnell No. 48759
August 25, 2008

ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		APAC - Dodge City (voluntary reduction)		APAC - Dodge City		KLOTZ SAND	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
24	Common Excavation	Cu Yds	2,480.00	\$11.00	\$26,440.00	\$9.70	\$23,280.00	\$9.70	\$23,280.00	\$10.00	\$24,160.00
25	Compaction of Landwork	Cu Yds	6.00	\$6.00	\$36.00	\$4.15	\$24.90	\$4.15	\$24.90	\$10.00	\$60.00
26	Manufacture of Subgrade	Sq Yds	\$790.00	\$3.50	\$19,950.00	\$3.75	\$21,375.00	\$3.75	\$21,375.00	\$5.00	\$19,950.00
27	Flk Ash	Tons	282.00	\$60.00	\$16,920.00	\$20.00	\$5,640.00	\$20.00	\$5,640.00	\$30.00	\$8,460.00
28	1" PE C Sidewalk	Sq Yds	340.00	\$35.00	\$11,900.00	\$37.00	\$12,580.00	\$37.00	\$12,580.00	\$45.00	\$15,300.00
29	30" Combination Curb & Gutter	Lin Ft	1,140.00	\$19.00	\$21,660.00	\$26.00	\$29,640.00	\$26.00	\$29,640.00	\$31.00	\$35,340.00
30	Concrete Plumb	Each	1.00	\$2,000.00	\$2,000.00	\$960.00	\$960.00	\$960.00	\$960.00	\$3,000.00	\$3,000.00
31	5" Curb Inlet	Each	1.00	\$3,500.00	\$3,500.00	\$4,100.00	\$4,100.00	\$4,100.00	\$4,100.00	\$5,000.00	\$5,000.00
32	15" RCP	Lin Ft	38.00	\$60.00	\$2,280.00	\$37.00	\$1,406.00	\$37.00	\$1,406.00	\$47.00	\$1,786.00
33	15" RC Flat Sections	Each	2.00	\$600.00	\$1,200.00	\$430.00	\$860.00	\$430.00	\$860.00	\$1,100.00	\$2,200.00
34	Handicap Ramps	Sq Yds	24.00	\$160.00	\$3,840.00	\$185.00	\$3,790.00	\$185.00	\$3,790.00	\$40.00	\$960.00
35	24" Area Joints	Each	3.00	\$1,790.00	\$5,370.00	\$1,935.00	\$5,805.00	\$1,935.00	\$5,805.00	\$3,250.00	\$9,750.00
36	15" HDPE pipe	Lin Ft	221.00	\$23.85	\$5,270.85	\$28.60	\$6,320.60	\$28.60	\$6,320.60	\$30.00	\$6,630.00
37	12" HDPE pipe	Lin Ft	63.00	\$18.00	\$1,171.80	\$28.00	\$1,764.00	\$28.00	\$1,764.00	\$37.00	\$2,331.00
38	24" RCP	Lin Ft	26.00	\$70.00	\$1,820.00	\$58.00	\$1,508.00	\$58.00	\$1,508.00	\$88.00	\$2,288.00
39	24" Flared End Section	Each	1.00	\$800.00	\$800.00	\$600.00	\$600.00	\$600.00	\$600.00	\$1,400.00	\$1,400.00
40	4" Pavement Markings	Lin Ft	2,825.00	\$1.00	\$2,825.00	\$0.90	\$2,542.50	\$0.90	\$2,542.50	\$2.00	\$5,650.00
41	12" Pavement Markings	Lin Ft	220.00	\$2.00	\$440.00	\$7.25	\$1,595.00	\$7.25	\$1,595.00	\$6.00	\$1,320.00
42	Handicap Symbol Pavement Markings	Each	4.00	\$190.00	\$760.00	\$180.00	\$720.00	\$180.00	\$720.00	\$100.00	\$400.00
TOTAL COST OF BID ALTERNATE 1 - PARKING LOT					\$126,503.65		\$124,361.00		\$124,361.00		\$158,175.00

TABULATION OF BIDS
 DODGE CITY REGIONAL AIRPORT
 DODGE CITY, KANSAS
 ACCESS ROAD RECONSTRUCTION & PARKING LOT REHABILITATION
 BID ALTERNATE 1A - PARKING LOT (ASPHALT)
 PROJECT NO: AIP 3-20-0017-NX
 Burns & McDonnell No. 48759
 August 25, 2008

ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burns & McDonnell		APAC - Dodge City (voluntary reduction)		APAC - Dodge City		KLOTZ SAND	
				UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
43	3" BULK Asphalt Base	Sq Yds	5330	\$14.00	\$74,620.00	\$24.40	\$129,052.00	\$24.40	\$130,052.00	\$28.50	\$151,905.00
44	3" BULK Asphalt Surface	Sq Yds	4330	\$8.00	\$34,640.00	\$10.65	\$46,124.50	\$10.65	\$46,124.50	\$11.40	\$49,362.00
TOTAL COST OF BID ALTERNATE 1A - PARKING LOT					\$117,260.00		\$186,816.50		\$186,816.50		\$212,667.00

TABULATION OF BIDS
DODGE CITY REGIONAL AIRPORT
DODGE CITY, KANSAS
SUMMARY OF BIDS
PROJECT NO: AIP 3-20-0017-XX
Burns & McDonnell No. 48759

August 25, 2008

SCHEDULE	Burns & McDonnell	APAC - Dodge City (voluntary reduction)	APAC - Dodge City	KLOTZ SAND
	TOTAL COST	TOTAL COST	TOTAL COST	TOTAL COST
BASE BID: ACCESS ROAD	\$270,407.50	\$230,177.70	\$241,027.75	\$331,763.00
BASE BID A - ACCESS ROAD (ASPHALT)	\$287,580.60	\$377,058.00	\$419,610.00	\$442,068.00
BID ALTERNATE 1 - PARKING LOT	\$126,303.65	\$124,361.00	\$124,361.00	\$158,175.00
BID ALTERNATE 1A - PARKING LOT (ASPHALT)	\$117,260.00	\$186,816.50	\$186,816.50	\$212,667.00
COMBINATION OF SCHEDULES				
<i>Base Bid & Base Bid A</i>	\$557,988.10	\$607,235.70	\$660,637.75	\$773,831.00
<i>Bid Alternate 1 & 1A</i>	\$243,563.65	\$311,177.50	\$311,177.50	\$370,842.00
<i>Base Bid & Base Bid A & Bid Alternate 1 & 1A</i>	\$801,551.75	\$918,413.20	\$971,815.25	\$1,144,673.00

City of Dodge City



CITY HALL
P.O. Box 880
Dodge City, KS 67801-0880
Phone: 620/225-8100
FAX: 620/225-8144
TTY: 620/225-8115
www.dodgecity.org

August 27, 2008

Supt. Alan Cunningham
U.S.D. 443 Board of Education
P.O. Box 460
Dodge City, KS 67801

Dear Alan:

In light of USD 443's continued interest in Hennessey Hall and your letter dated August 12, 2008, the City would like to offer you and the Board of Education the following assurances regarding the District's potential acquisition of Hennessey Hall as a site for a future middle school:

1. The City agrees to convey to USD 443 Hennessey Hall and the mutually agreed upon property adjacent to the facility for a sum of \$1.00.
2. The City agrees to provide public access to the site in accordance with City standards and through cooperative financing of the project with USD 443. At this time consideration is being given to a benefit district for such site improvements.
3. The water and wastewater services that are currently on site are believed to be satisfactory to support Hennessey Hall as a Middle School. Connection to those services or upgrades as required by the District will be the responsibility of USD 443.
4. The City is amenable to working with the District to develop a comprehensive storm water drainage plan for the entire complex. The City's portion of this study will not exceed \$3,850.00
5. The City Commission will act in the best interest of the community in regards to the historical status of Hennessey Hall. If you and the Board of Education can offer the Commission the assurances and documentation that it is necessary to remove the historical status of the facility, the Commission will support the actions of the Board of Education.
6. The City will agree to amend the current Facilities Use Agreement which exists between the two entities, in order to include one or more surrounding football and soccer fields at the St. Mary's complex and to incorporate the gymnasiums at the new school.



7. The City will agree to enter into a mutually beneficial joint agreement with USD 443 in order to share use of parking facilities at the St. Mary's complex.
8. In consideration of the above issues, the City will request assurances that USD 443 will make every effort to incorporate the bicycle path into their site plan for Hennessey Hall.

The City of Dodge City looks forward to cooperative working relationship regarding this important project.

Approved by the City Commission this 2nd day of September, 2008.

E. Kent Smoll
Mayor

Memo

To: City Commission
From: Cherise Tieben, Asst. City Manager
Date: August 28, 2008
Re: Sale of Lot

The Girl Scout Trustees have submitted an offer of \$400.00 for the lot located south of their hut on 9th street. Staff has determined that there is no need to retain the property for any future infrastructure purpose, such as streets or additional drainage. Therefore, staff requests authorization to enter into a conveyance of this lot to the Girl Scouts in the amount of the attached offer.

Dodge City Trustees of Girl Scouts
Marsha McConaughy, Asst.
810 Westlawn
Dodge City, KS 67801

8/11/08

City of Dodge City, City Hall
ATTN: Nannette Pogue
P. O. Box 0880
Dodge City, KS 67801

Dear Nannette:

The Girl Scout Trustees are definitely interested in the remaining lot between the 9th Street Girl Scout Hut and the two lots recently sold for residential housing. This lot would provide the additional space needed for girl's activities and safety during their meetings.

We have used these empty lots when teaching camping skills, setting tents and other teaching activities, and would appreciate the ability to do so in the future.

Having reviewed the budget and available funds, the Trustees have authorized me to make an offer of \$400.00 for this remaining lot. This will give us the room we need for our girls and remove the property from your "list of places to mow."

Please let us know if our offer is acceptable at your earliest convenience, and before you make other arrangements, if possible.

Thank you for your consideration and kind assistance. It is nice to know Dodge City has such special people working for its citizens.

Sincerely yours,

Dodge City Trustees for Girl Scouts



Marsha McConaughy, Asst.

cc: Shirley Trabert, Trustee
Sandie Masden, Trustee

Memorandum

To: City Commission
From: Mary L. Weece, Executive Secretary
Date: August 26, 2008
Subject: League of Kansas Municipalities Voting Delegates

The League of Kansas Municipalities is requesting the City of Dodge City to register their voting delegates for the annual business session that will take place during the 100th Annual Conference in Wichita, Tuesday, October 14, 2008.

State law provides that the governing body of each member city of the League may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League. Based on our current population, the city may have up to four (4) voting delegates and four (4) alternate delegates.

If you have any questions, please do not hesitate to contact me.

CITY VOTING DELEGATE REGISTRATION
League of Kansas Municipalities

The Governing Body of the City of _____

has elected: Name _____

Title _____

Address _____

E-Mail Address _____

to be (circle one number)

voting delegate 1 2 3 4

alternate voting delegate 1 2 3 4

to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities.

Signed: _____

City Clerk

Date: _____

INSTRUCTIONS

Eight voting delegate registration forms are enclosed. Based on its current population, your city may have up to four voting delegates. A separate form should be filed for your voting delegate and for any alternate delegate you elect.

Actions taken at the League's annual business session are taken by vote of the individual voting delegates present unless the weighted voting system is triggered by the request of ten or more delegates.

If the weighted voting system is used, a roll call vote of member cities will be held. Under a roll call by city, your city will have one vote.

State Law Authorizing City Delegates

K.S.A. Supp. 12-1601f. "The governing body of each member city may elect city delegates from among the city's officers to represent the city in the conduct and management of the affairs of the League of Kansas Municipalities."

League Bylaw on Election and Qualifying of Delegates

Article 2, Section 2. "When a city is a member of the League, any elected or appointed officers of such city may be elected by the city governing body as voting delegates and alternate voting delegates in accordance with the provisions of Article 4 of these bylaws, to represent the city in any meeting of the voting delegates and in the conduct of any other affairs of the instrumentality requiring action of the member cities. Alternate voting delegates may vote on matters before a meeting of the voting delegates in the absence of the regular delegate. A voting delegate or alternate shall qualify by having his or her name, city, title and address registered with the executive director and shall hold such position while qualified and until a successor is elected and qualified."