

# **CITY COMMISSION AGENDA**

City Commission Chambers  
Monday, September 15, 2008 7:00 p.m.  
MEETING #4727

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** Pastor Albert Schrock, Bible Baptist Church

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

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

City Character Trait-Truthfulness. Presented by Jane Longmeyer, Human Resources Officer

Amy Winkle, Director & Treasurer, Meals on Wheels

Virginia Brown, Vice President, Friendship Meals

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, September 2, 2008
2. Appropriation Ordinance No. 18, September 15, 2008
3. Cereal Malt Beverage License
  - a. Mexican Restaurant, 307 Military, Dodge City
  - b. Boot Hill Museum Inc., Front Street, Dodge City
  - c. Dillon Stores, 1700 North 14<sup>th</sup>, Dodge City
4. Access Easement for Linn Elementary School

## **ORDINANCES & RESOLUTIONS**

Ordinance No 3460-An Ordinance Authorizing the Operation of Micro Utility Trucks on the Streets within Corporate Limits of Dodge City. Presented by Nannette Pogue, City Clerk

Ordinance No 3461: Regulating Public Offenses Within the Corporate Limits of the City of Dodge City; Incorporating by Reference the "Uniform Public Offense Code for Kansas Cities", Edition 2008 and Repealing Ordinance No 3441

Ordinance No 3462: Regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the "Standard Traffic Ordinance for Kansas Cities", Edition 2008 and Repealing Ordinance No 3442

Resolution No. 2008-14: Establishing Fees and Charges for Police Department and Activities. Presented by Nannette Pogue, City Clerk.

Resolution No 2008-15: Declaring Condemnation for Property along Fourteenth Avenue and a Portion of Burkhart Street. Presented by Joe Finley, Director of Engineering Services.

Resolution No. 2008-16: Setting Building Permits Fees. Presented by Dan Williamson, Fire Chief.

### **UNFINISHED BUSINESS**

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

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

### **NEW BUSINESS**

Approval of Bids for Cavalier Field Restrooms. Presented by Paul Lewis, Director of Parks and Recreation.

Approval of Rotary Rough Mower. Presented by Paul Lewis, Director of Parks and Recreation.

Approval of Accredited Levee System. Presented by Joe Finley, Director of Engineering Services.

Approval of Storm Water Master Plan. Presented by Joe Finley, Director of Engineering Services.

Approval of Revisions to Municipal Code-Chapter 4, Building and Construction. Presented by Dan Williamson, Fire Chief.

### **OTHER BUSINESS**

### **ADJOURNMENT**

**CITY CHARACTER**  
**SEPTEMBER 2008**

**TRUTHFULNESS**

**VS DECEPTION**

Earning future trust by accurately reporting past facts.

Five Keys

1. Face the Facts: Accept reality-as ugly, painful, or uncomfortable as it is. Face the Truth instead of living a lie.
2. Tell the Truth: Do not distort the truth, hide information, mislead, or tell "little" lies.
3. Don't Exaggerate: Stick to the facts without making the situation seem more or less favorable.
4. Don't Cheat or Steal: Respect others' property, and do not take or use what does not belong to you.
5. Encourage Truthfulness: Set a good example by speaking the truth and living a consistent life. Do not spread rumors or gossip about others.

## Mary Weece

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**From:** Virginia Brown [ginbn@pld.com]  
**Sent:** Wednesday, September 10, 2008 9:59 AM  
**To:** Mary Weece  
**Subject:** summary for 9-15 meeting for mow and Friendship Meals

Meals on Wheels  
Mr. Mayor and city commissioners

I am presenting our immediate need for a Kitchen site for our program. Trinity Apartment Building is for sale and due to high expenses is closing it's doors as of December 1, 2008.

Amy Winkler, Director and Treasurer of Meals on Wheels  
Contact telephone numbers: 225-0417 until noon. 225-5560 after 1p.me.

Friendship Meals  
Mr. Mayor and City Commissioners

I will be presenting our need for a Kitchen site for our program. Trinity Apartment Building, our present site, will be closing as of December 1, 2008. The building is currently for sale but due to expenses, if it is not sold, will be closed. We need your help in relocating at least temporarily to perhaps a city facility or building. Any suggestions or help is immediately needed.

Virginia Brown, Vice President Friendship Meals  
Contact numbers: 225-4396 or 620 430-5701

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

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Rick Sowers, Monte Broeckelman, and Jim Sherer. Commissioner Brian Weber was absent.

INVOCATION: Pastor Albert Schrock, Bible Baptist Church

PLEDGE OF ALLEGIANCE

Commissioner Sowers moved to delete from the agenda the New Business item, Approval of Bids for the Airport Access Road, seconded by Commissioner Broeckelman. Motion carried 4-0.

Commissioner Sherer moved to adjourn to public hearing, seconded by Commissioner Broeckelman. Motion carried 4-0.

Public Hearing for Proposed Assessments for Sanitary Sewer Improvements to Ranchwood Estates and Happy Homes II was held.

Commissioner Sowers moved to adjourn the public hearing and enter into the Regular Meeting, seconded by Commissioner Sherer. Motion carried 4-0

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).

Cathie Brian, Registered Nurse. Thanked the Commission for their efforts on the smoking ordinance. Feels that ordinance primarily benefits contractors who install modifications. Wonders how much the consideration of a new casino impacted the smoking ordinance.

Pat Shrader, Volunteer for American Cancer Society, Coordinator for Cancer Support Group. Thanked the Commission for smoking ordinance, but doesn't agree that it is strong enough.

Dr. David Brian. Commented about ventilation in smoking areas.

Deb Rodda commented about worker's health in smoking areas.

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

Commissioner Sowers moved to approve the Consent Calendar, Commissioner Sherer seconded. Motion carried 4-0.

#### ORDINANCES & RESOLUTIONS

Charter Ordinance No. 36: A Charter Ordinance Setting the Library Mill Levy Limit at 6 Mills. Commissioner Sherer moved to approve, Commissioner Broeckelman seconded. Motion carried 4-0.

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. Commissioner Sowers moved to approve, Commissioner Broeckelman seconded. Motion carried 4-0.

Ordinance No. 3458: Establish School Zones on Ross Boulevard and Sixth Avenue. Commissioner Sowers moved to approve, Commissioner Sherer seconded. Motion carried 4-0.

Ordinance No. 3459: Establishing Smoking Restrictions. Commissioner Broeckelman moved to table Ordinance No. 3459, Commissioner Sowers seconded the motion. Motion carried 4-0.

#### NEW BUSINESS

Final Plat of East Jones Subdivision was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. Motion carried 4-0.

Purchase contract for Water Rights with Phillip and LaVada Gjerstad in the amount of \$1,654,200 was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. Motion carried 4-0.

Bids for a one ton truck for the Athletic Field Maintenance Division and a one ton truck for the Street Department for a total cost of \$61,624.00 from Lopp Motors was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. Motion carried 4-0

Discussion of an Assurance Letter to USD 443 Regarding Hennessey Hall. Alan Cunningham, Superintendent of USD 443 and Seth Eckelman made a presentation to the City Commission and public. Commissioner Sherer moved to approve assurance letter to USD 443 from the City of Dodge City regarding Hennessey Hall, Commissioner Sowers seconded. Motion carried 4-0.

Commission allowed staff to enter into a contract with the Girl Scout to sell Lot 68, Olives Addition to the City of Dodge City, for \$1.00 with the restriction that if they choose to use the lot for any thing other than their use they will sell it back to the City for \$1.00. Approved on a motion by Commissioner Sherer, seconded by Commissioner Sowers. Motion carried 4-0.

Jim Sherer, Ken Strobel, Brian Weber, Rick Sowers were appointed as delegates to the League of Kansas Municipalities annual meeting; and Kent Smoll, Cherise Tieben, Mike Klein and Monte Broeckelman were appointed as alternate delegates on a motion by Commissioner Sherer, seconded by Commissioner Sowers. Motion carried 4-0.

#### OTHER BUSINESS

Broeckelman publicly thanked Kent Smoll for the public meeting at the Mariah Hills Golf Course regarding the proposed wastewater treatment plant.

Kent Smoll asked for clarification regarding the letter from the Catholic Diocese of Dodge City.

Commissioner Broeckelman moved to adjourn, Commissioner Sowers seconded. Motion carried 4-0.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge city COUNTY, KANSAS, 20 08

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

or  
THE BOARD OF COUNTY COMMISSIONERS OF Dodge city COUNTY, KANSAS.

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; for the purpose of securing such license, I make the following statements under oath:

- 1. (a) Name of proposed licensee GLORIA DE LEON
- (b) Age 51 years
- (c) Place and date of birth MEXICO  
5-7-1957, 20
- (d) Residence address 711 AUC  
Dodge city KS
- (e) I have been a resident of the State of Kansas \_\_\_\_\_  
20 years.
- 2. The premises for which the license is desired are located at 307 Military
- (a) The legal description of said property is Mexican  
Restaurant
- (b) The street number is Military
- (c) The building to be used is a Restaurant
- (d) The business will be conducted under the following name:  
GLORIA DE LEON  
EMMA BILLAGANA
- 3. The name and address of the owner or owners of the premises upon which the proposed business will be located is \_\_\_\_\_  
711 AUC Dodge city KS
- 4. I am a citizen of the United States. Yes () No ( ).  
(a) My citizenship arises by birth ( ), Naturalization ()  
(b) My place of naturalization and the date thereof is as follows:  
wichita KS  
mayo, 1998 20
- 5. I have ( ), have not () been convicted of a felony within two years immediately preceding the date of this application.
- 6. I have ( ), have not () been convicted of a crime involving moral turpitude within two years immediately preceding the date of this application.
- 7. I have ( ), have not () been adjudged guilty of drunkenness within two years immediately preceding the date of this application.
- 8. I have ( ), have not () been adjudged guilty or entered a plea, or forfeited bond on a charge of driving a motor vehicle while under the influence of intoxicating liquors within two years immediately preceding the date of this application.
- 9. I have ( ), have not () been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.
- 10. My place of business will be conducted by a manager or agent— Yes () No ( )  
(a) If the answer above is yes, the name, age, and residence of manager or agent is \_\_\_\_\_  
EMMA BILLAGANA  
Said manager or agent does ( ), does not () have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifies concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:
- 11. I have () have not ( ), been a resident of this State for at least one year immediately preceding making this application.
- 12. My spouse would ( ), would not () be eligible to receive a retailer's license.
- 13. This application is for a license to retail cereal malt beverages for consumption on the premises (  ). For a license to retail cereal malt beverages in original and unopened containers and not for consumption on the premises ( ).

A license fee of \$ 225<sup>00</sup> is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, Sept 9 2008

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

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the Boot Hill Museum, Inc.

corporation whose principal place of business is Front Street, Dodge City, KS

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 Boot Hill Museum, Inc corporation with principal place of business at

Front Street, Dodge City, KS

The resident agent is

with offices at

Said corporation was incorporated on July 7, 1954 A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes ( ), No ( ).

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

[Blank lines for listing officers, directors, stockholders, and managers]

3. The premises for which the license is desired are located at

Front Street

(a) The legal description of the premises is

Front Street

(b) The street number is

(c) The building is described as Museum Complex

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

[Blank lines for corporate name]

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

Boot Hill Museum, Inc Front Street, Dodge City, KS

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

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

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

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

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

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

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

Name Kara Brehm Toothaker

Address P.O. Box 1121

Residence Cimarron, KS 67835

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

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

Date and place of birth 5/1/62, Dodge City, KS

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

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

A license fee of \$ 225.00 is enclosed herewith.

Kansas State Sales Tax Number 004480196590F01

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

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Hutchinson, Reno, COUNTY, KANSAS, September 10, 2008

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

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford, COUNTY, KANSAS

GENTLEMEN—On Behalf of the Dillon Stores, Div. of Dillon Co., Inc. (a wholly owned subsidiary of the Kroger Co)

corporation whose principal place of business is 2700 E. 4<sup>th</sup>, Hutchinson, Ks. 67501

and under authority of the resolution of the Board of Directors of said corporation. I hereby apply for a license to retail cereal 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 Dillon Stores  
Div. of Dillon Co., Inc.  
corporation with principal place of business at \_\_\_\_\_  
2700 E. 4<sup>th</sup>, Hutchinson, Ks. 67501

upon which the place of business is located is \_\_\_\_\_  
Dillon Real Estate, 2700 E. 4<sup>th</sup>  
Hutchinson, Ks. 67501

The resident agent is C. T. Corporation Sys.  
with offices at 515 S. Kansas, Topeka, Ks. 66603

Said corporation was incorporated on 5/13/21  
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this count.  
Yes (XX). No ( )

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true:
- (a) None of them has within the last two years from this date been convicted of
    - (1) A felony
    - (2) A crime involving moral turpitude
    - (3) Drunkenness
    - (4) Driving a motor vehicle while under the influence of intoxicating liquor
    - (5) Violation of any state or federal intoxicating liquor law
 If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.
  - (b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:
    - (A) has had a retailer's license revoked under K.S.A. 412708 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.

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 list  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6. The place of business will be conducted by the following manager or agent:  
Name Moe Lang  
Address 1700 North 14<sup>th</sup>, Dodge City, Ks 67801  
Residence 2702 Hennessey Court, Dodge City, KS 67801  
Length of residence within this city or county in which the application is being made since May 2002  
Method of obtaining U. S. citizenship together with date of naturalization if such is the method birth  
Date and place of birth 6-15-53 WaKeeney KS

3. The premises for which the license is desired are located at 1700 North 14th

Dodge City, Ks 67801

(a) The legal description of the premises is \_\_\_\_\_

4.96 A in Section 26-26-25

(b) The street number is 1700 North 14<sup>th</sup>

(c) The building is described as \_\_\_\_\_

Concrete Block

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

Dillon Stores, Division of Dillon Co., Inc.

Dillon Store # 1

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

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

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

A license fee of \$ 75.00 is enclosed herewith

## Memorandum

*To: Ken Strobel, City Manager*  
*From: Dennis Veatch, Director of Development Services*  
*Date: September 10, 2008*  
*Subject: Easement for Linn Elementary School*

For your review and approval by the City Commission, please find attached a copy of the cross lot access and easement for the Linn school bus drive, requested by USD 443. Also attached is a plan showing the proposed location of the bus drive. It's my understanding from discussions with Brad Ralph that it is not necessary that this easement be recorded with the County. It has also been suggested that the City Commission approve this easement through the consent calendar.

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

## DECLARATION OF CROSS LOT ACCESS AND EASEMENT

This Declaration is made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2008, by the undersigned.

A. The undersigned is the owner of the following described Tract:

A 25'x200' Ingress/Egress Easement located in the South Half of the South Half of the Northeast Quarter of Section 27, Township 26 South, Range 25 West of the 6th P.M., Dodge City, Ford County, Kansas, more particularly described as follows:

Commencing at the Northwest corner of Westlawn Unit No. 2, an addition to Dodge City, Kansas being also shown as the Northwest corner of said South Half of the South Half of the Northeast Quarter of Section 27; thence North 89°54'00" East on the North line of said South Half being also the North line of said Westlawn Unit No. 2 and the South line of Indian Hills Addition to Dodge City, Ford County, Kansas a distance of 205.00 feet to the point of beginning; thence continuing North 89°54'00" East on said North lines a distance of 200.00 feet to the West line of Overhill Road in said Westlawn Unit No. 2; thence South 00°27'00" East on said West line of Overhill Road a distance of 25.00 feet to the North line of Block 21 of said Westlawn Unit No. 2; thence South 89°54'00" West on said North line of Block 21 a distance of 200.00 feet; thence North 00°27'00" West a distance of 25.00 feet to the point of beginning, containing 0.11 acres, more or less.

B. The undersigned desires to provide for cross lot access and easements for vehicular traffic over and across said Tract.

NOW, THEREFORE, the undersigned hereby declares, establishes and grants a mutual non-exclusive easement and rights-of-way for the purpose of ingress and egress of vehicular traffic along and across said Tract. There shall be erected no fence or other barrier which would prevent or obstruct the passage of such vehicular traffic over said Tract; provided, however, that this Declaration shall not be construed to create any rights in the general public nor as a dedication to public use of any portion of said Tract. The easements herein granted are superior and paramount to the rights of the owner of the servient estates so created and shall be deemed covenants that run with the land and shall inure to the benefit of and be binding upon the owners of said Tract, their successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed as of the date first above written.

CITY OF DODGE CITY

By: \_\_\_\_\_  
Kent Smoll, Mayor

STATE OF KANSAS        )  
                                  )SS  
FORD COUNTY            )

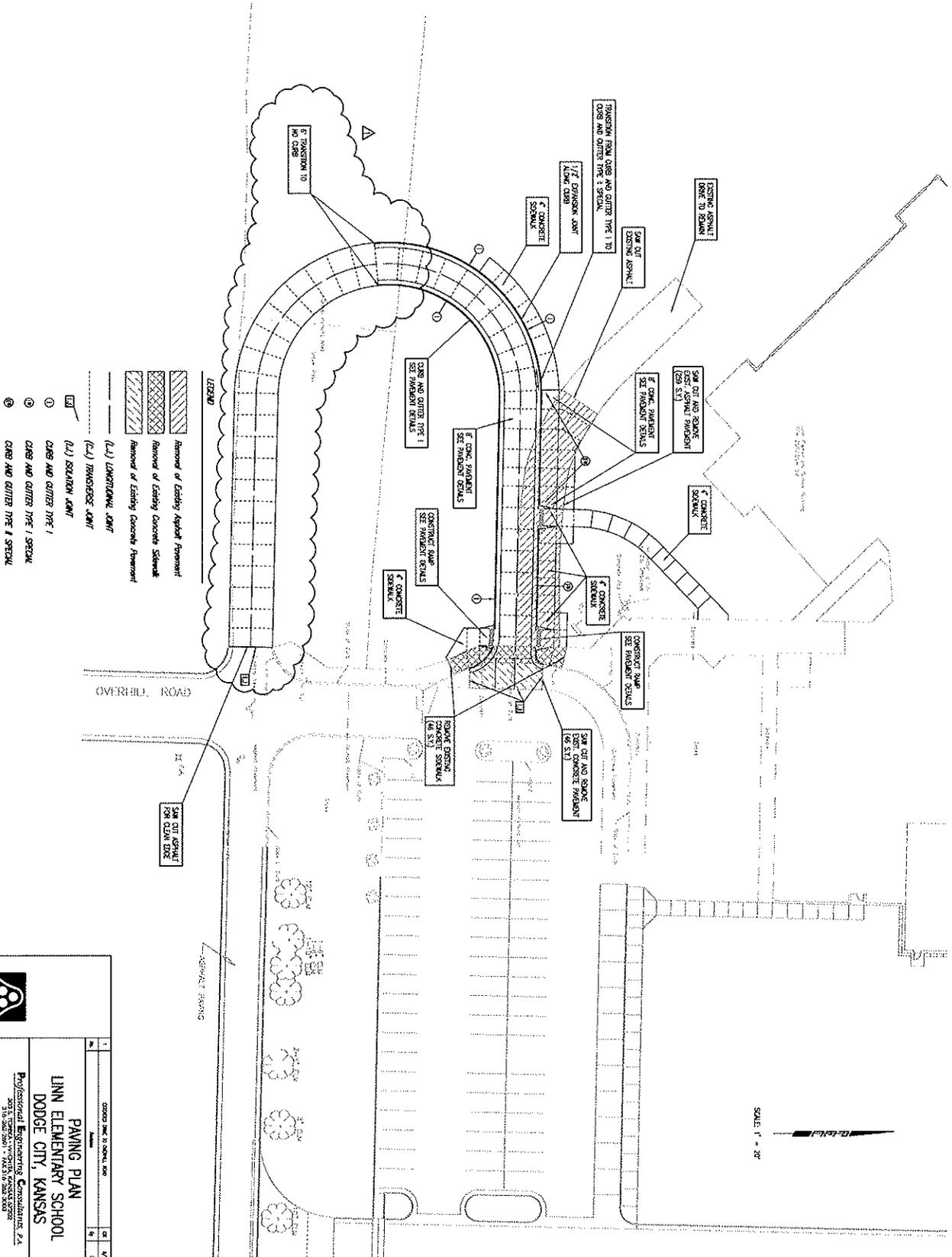
Personally appeared before me a notary public in and for the County and State aforesaid Kent Smoll, Mayor of the City of Dodge City to me personally known to be the same person who executed the foregoing instrument of writing and said person duly acknowledged the execution thereof.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

SET 1/2" REBAR



	
<b>PAVING PLAN</b> <b>LINN ELEMENTARY SCHOOL</b> <b>DODGE CITY, KANSAS</b>	
Professional Engineering Consultants, P.A. 3015 S. GARDNER, SUITE 100, DODGE CITY, KANSAS 67801 785-726-2000 • FAX 785-726-2000	
Project No. 2047 Sheet No. 08-19	Date: 08/19/08 No. 1 of 5

SCALE 1" = 20'

September 10, 2008

MEMO

TO: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk *NP*

SUBJECT: Ordinance No. 3460

Ordinance No. 3460 is an ordinance authorizing the operation of micro utility trucks on the streets within the corporate limits of Dodge City. In September of 2007, the City Commission authorized an ordinance allowing the operation of Work Site Utility Vehicles. During the Kansas Legislation session this past year, the legislature changed the term Work Site Utility Vehicle to Micro Utility Truck (MUT) and changed some of the definition of this vehicle. It was the League of Municipalities opinion that because of this change in state legislation, any ordinances that cities adopted allowing the work site utility vehicles were no longer valid. In response to the change, Glenna Walker researched the issue and wrote a new ordinance to reflect the change in legislation. The new ordinance, Ordinance No. 3460, has basically all of the same requirements to obtain a permit to operate the Micro Utility Truck in Dodge City as Ordinance 3440. It changes the definitions to meet the new legislation adopted by the State of Kansas.

I would recommend the adoption of Ordinance No. 3460 to replace the previously adopted Ordinance No. 3440.

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

ORDINANCE NO. 3460

AN ORDINANCE AUTHORIZING THE OPERATION OF MICRO UTILITY TRUCKS ON THE STREETS WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY; PROVIDING FOR RELATED MATTERS INCLUDING PENALTIES FOR VIOLATION THEREOF; AND REPEALING ORDINANCE NO. 3440.

Be it ordained by the Governing Body of the City of Dodge City, Kansas;

Section 1. OPERATION OF MICRO UTILITY TRUCKS; PENALTY. (a) Micro utility trucks may be operated upon the public highways, streets, roads and alleys within the corporate limits of the city.

(b) "Micro utility truck" means any motor vehicle which is not less than 48 inches in width, has an overall length, including the bumper, of not more than 144 inches, has an unladen weight, including fuel and fluids, of more than 1,500 pounds, can exceed 40 miles per hour as originally manufactured and is manufactured with a metal cab.

(c) No micro utility truck shall be operated on any public highway, street, road or alley unless such vehicle shall comply with the equipment requirements under the provisions of Article 17 of Chapter 8 of the Kansas Statutes Annotated.

(d) Every person operating a micro utility truck on the public highways, streets, roads, and alleys of the city shall be subject to all the duties applicable to a driver of a vehicle imposed by law.

(e) A violation of this section shall be deemed an ordinance traffic infraction. Upon an entry of a plea of guilty or no contest or upon being convicted of such violation, the penalty imposed shall be in accordance with Section 201, 2008. Standard Traffic Ordinance, and amendments thereto, or such other similar provisions as the city may have in effect.

Section 2. SAME: VALID DRIVER'S LICENSE REQUIRED; PENALTY. No person shall operate a micro utility truck on any public highway, street, road or alley within the corporate limits of the city unless such person has a valid driver's license. Violation of this section is punishable by a fine of not more than \$1,000 or by imprisonment for not more than six months or by both such fine and imprisonment.

Section 3. SAME: MOTOR VEHICLE LIABILITY INSURANCE REQUIRED. The provisions of Section 200 of the *Standard Traffic Ordinance for Kansas Cities*, as adopted by the City of Dodge City apply to micro utility trucks.

Section 4. SAME: LICENSE PLATE REQUIRED; PENALTY. (a) It shall be unlawful for any person to:

(1) Operate, or for the owner thereof knowingly to permit the operation, upon the public highways, streets, roads and alleys within the corporate limits of the city, of any micro utility truck which a certificate of title has not been issued or which does not have attached thereto and displayed thereon a license plate assigned thereto by the city for the current registration year.

(2) No person charged with violating the provisions regarding the issuance of a certificate of title shall be convicted, if such person produces in

court, within ten days of the date of arrest or of the issuance of the citation, the certificate of title to said micro utility truck which was valid at the time of arrest or of issuance of the citation.

(3) Display or cause or permit to be displayed, or to have in possession, any certificate of title or registration license plate knowing the same to be fictitious or to have been assigned to another micro utility truck.

(4) Lend to or knowingly permit the use by one not entitled thereto any certificate of title or registration license plate issued to the person so lending or permitting the use thereof.

(5) Remove, conceal, alter, mark or deface the registration license plate. License plates shall be kept clean and shall be placed on all micro utility trucks within the city on the rear of the vehicle so as to be plainly legible.

(6) Carry or display a registered license plate upon any micro utility truck not lawfully issued by the city for such vehicle.

(b) Every owner of a micro utility truck, before operating said vehicle on the public highways, streets, roads or alleys within the corporate limits of the city, shall register said vehicle with the city and obtain a registration license plate for that vehicle. The registration license plate issued by the city clerk shall be valid through December 31 of the year for which it is issued.

(c) Before the city clerk will issue any annual registration license plate for a micro utility truck, the owner of said vehicle must provide;

(1) A certificate of title to the vehicle showing ownership;

(2) Proof of motor vehicle liability insurance in accordance with the Kansas Automobile Injury Reparations Act.

(3) Payment of the annual registration license plate fee of \$25.00.

(d) A violation of this section shall be deemed a Class C misdemeanor, the sentence for which shall be a definite term of confinement in the city or county jail which shall be fixed by the court and shall not exceed one (1) month or punishable by fine in a sum not exceeding \$500 or by both such fine and imprisonment.

Section 5. Ordinance No. 3440 is hereby repealed.

Section 6. PUBLICATION EFFECTIVE DATE: This ordinance shall be published one time in the official city newspaper, Dodge City Daily Globe, and shall take effect and be in force from and after such publication.

Passed by the city commission on this \_\_\_\_\_ day of \_\_\_\_\_, 2008, and signed by the Mayor on this \_\_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Mayor

ATTEST:

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

September 10, 2008

## MEMORANDUM

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

From: Nannette Pogue, Finance Director/City Clerk *NP*

Subject: Ordinance No. 3461 and Ordinance No. 3462

**Ordinance No. 3461** adopts the “2008 Edition of the Uniform Public Offense Code” by reference. The changes made to the Uniform Public Offense Code during the 2008 legislative session include the following:

**Section 1.** Definitions.

**Section 3.8.1.** Violation of a Protective Order

**Section 6.2.** Intent; Permanently Deprive

**Section 6.5.** Criminal Deprivation of Property

**Section 9.11** Funeral Picketing

**Section 10.10.** Defacing Identification marks of a Firearm (Deleted)

**Ordinance No. 3462** adopts the “2008 Edition of the Standard Traffic Ordinance” by reference. The changes made to this code during the 2008 legislature include the following:

**Section 1.1** Definitions.

**Section 114.2** Unlawful Operation of a Work-Site Utility Vehicle (deleted)

**Section 114.2** Unlawful Operation of a Micro Utility Truck

**Section 201.1** Failure to Comply with a Traffic Citation

**Section 204** Fines Doubled in Road Construction and School Zones

The League of Kansas Municipalities compiles a small booklet which incorporates all of the laws in Kansas that deal with public offenses and traffic offenses. These are the "Uniform Public Offense Code" and the Standard Traffic Ordinance". Cities are allowed to adopt these codes by reference, so the entire code is not included in the adopting ordinance and is not published in the local paper. Each employee that deals with any of these codes or ordinances is furnished a book to reference when necessary, to cite persons with violations of the ordinances. I have three of each of these books in my office for your review. If you have any questions or wish additional information, please do not hesitate to contact me.

**ORDINANCE NO. 3461**

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE  
CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS;  
INCORPORATING BY REFERENCE THE "UNIFORM  
PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION 2008 AND  
REPEALING ORDINANCE NO 3441**

Be it Ordained by the Governing Body of the City of Dodge City:

**Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE.** There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "Uniform Public Offense Code, "Edition of 2008, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3461" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**Section 2: REPEAL.** Ordinance No. 3441 is hereby repealed.

**Section 3: EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 15th day of September, 2008.

\_\_\_\_\_  
**E. Kent Smoll, MAYOR**

**ATTEST**

\_\_\_\_\_  
**Nannette Pogue, CITY CLERK**

**ORDINANCE NO. 3462**

**AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION 2008" AND REPEALING ORDINANCE NO. 3442**

Be it Ordained by the Governing Body of the City of Dodge City:

**Section 1: INCORPORATING STANDARD TRAFFIC ORDINANCE.** There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2008, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas, save and except such articles, section, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3462" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2. TRAFFIC INFRACTIONS AND TRAFFIC OFFENSES.**

- (a) An ordinance traffic infraction is a violation of any section of this ordinance that prescribes or requires the same behavior as that prescribed or required by a statutory provision that is classified as a traffic infraction in K.S.A. 8-2118.
- (b) All traffic violations which are included within this ordinance, and which are not ordinance traffic infractions, as defined in subsection (a) of this section, shall be considered traffic offenses.

**Section 3. PENALTY FOR SCHEDULED FINES.** The fine for violation of an ordinance traffic infraction or any other traffic offense will be established by the municipal judge in a fine schedule. A person tried and convicted for violation of an ordinance traffic infraction or other traffic offense for which a fine has been established in a schedule of fines shall pay a fine fixed by the court not to exceed \$500.

**Section 4: REPEAL.** Ordinance no 3442 is hereby repealed.

**Section 5: EFFECTIVE DATE.** This ordinance shall take effect and be in force from and after its publication in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 15th day of September, 2008.

\_\_\_\_\_  
E. Kent Smoll, MAYOR

ATTEST:

\_\_\_\_\_  
Nannette Pogue, CITY CLERK

September 10, 2008

MEMO

TO: Ken Strobel, City Manager  
Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk 

SUBJECT: Resolution No. 2008-14

Attached is Resolution No. 2008-14 establishing fees and charges for Police Department services. The primary reason for the ordinance is to establish the Funeral Escort Fees. This was discussed during the budget sessions. The fee is set out in this resolution at \$50.00. The other fees are for services that are already being charged by the Police Department and we added it to this resolution so that the authority to charge these fees was clearly stated.

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

**RESOLUTION NO. 2008-14**

**A RESOLUTION SETTING FEES AND CHARGES FOR POLICE  
DEPARTMENT ACTIVITIES:**

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SECTION 1: The following fees are established for services provided by the Police Department in the City of Dodge City:

- A. Report copies - \$1.00 per page
- B. Complete reports - \$5.00 (plus postage if necessary)
- C. Bicycle license - \$.50
- D. Fingerprints - \$10.00
- E. Video copies and photo CD's - \$15.00 per copy
- F. Funeral Escort - \$50.00
- G. Police officer security (for private business, certain events, and other requests as approved by the Chief of Police and/or City Manager)
  - 1. Hourly rate for officer(s) figured at time and a half of the officer's hourly salary plus 30% for benefits.
  - 2. Any request for over three (3) uniformed officers requires a supervisor assigned at the supervisor's hourly rate figured at time and a half plus 30% for benefits.

SECTION 2: This resolution shall take effect and be in force from and after its adoption and publication once in the official City newspaper.

Adopted by the governing body this 15th day of September, 2008.

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E. Kent Smoll, Mayor

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Nannette Pogue, City Clerk

# City of Dodge City

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## *Memorandum*

September 10, 2008

TO: Ken Strobel  
City Manager

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

RE: 14<sup>th</sup> Avenue Reconstruction ST 0508  
Resolution - Declaring the necessity to  
acquire certain property through the  
use of eminent domain

As you know, city staff with the assistance of LAI has been working to acquire the necessary temporary construction easements and permanent right-of-way necessary to construct the improvements for this section of 14<sup>th</sup> Avenue.

We have tried numerous times to work with several of the properties to reach an agreement satisfactory to both of us. We have been unable to settle with at least three properties, and are waiting for several others to return the final offers. The attached resolution would allow us to proceed with the condemnation process.

As I do not believe we will be successful in negotiating with at least one of the properties I would recommend approval of the attached resolution and with proceeding with the condemnation of any properties that have not signed the necessary agreement.

Should you have any questions, please let me know.

JF/mjr

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PUBLISHED IN THE DODGE CITY DAILY GLOBE ON \_\_\_\_\_, 2008  
RESOLUTION NO. 2008-15

A RESOLUTION DECLARING THE NECESSITY FOR  
ACQUIRING PRIVATE PROPERTY FOR THE USE OF THE CITY  
OF DODGE CITY IN CONNECTION WITH PLANNED  
IMPROVEMENT OF FOURTEENTH AVENUE  
AND A PORTION OF BURKHART STREET

WHEREAS, the governing body has previously authorized the study and the preliminary design of certain improvements to Fourteenth Avenue and a portion of Burkhart Street; and

WHEREAS, such study and preliminary design has identified the need to acquire several parcels of private property in order to properly complete such improvements; and

WHEREAS, attempts by and on behalf of the City of Dodge City to purchase the necessary property were not successful, thus, requiring that the City of Dodge City acquire the property through the exercise of its power of eminent domain.

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

SECTION 1. The governing body hereby declares it to be necessary to acquire certain private property in connection with the improvement of Fourteenth Avenue and a portion of Burkhart Street.

SECTION 2. The City Engineer is directed to make or cause to be made a survey and description of the lands and/or interests to be acquired and to have such survey and description filed with the City Clerk.

SECTION 3. That this Resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

PASSED by the governing body of the City of Dodge City, Kansas, this 15th day of September, 2008.

**CITY OF DODGE CITY**

\_\_\_\_\_  
E. Kent Smoll, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Ken W. Strobel, City Attorney

# Memorandum

To: Ken Strobel, City Manager

From: Dan R. Williamson - Fire Chief

Date: September 10, 2008

Subject: **Adoption of Permit Fee Table utilizing Cost Valuation.**

## **Background**

In Oct. of 2007 the building inspection brought before you a proposal to update existing building codes and accompanying fee structures from the 1994 Uniform Building Code to the 2003 International Code. This was done with staff's recommendation and passed by the commission. However, before the implementation of the new fee structure was to go into place, building officials noted inconsistencies with the newly adopted 2007 fee structure. Inconsistencies that would place the permit fees structure considerably higher than other surrounding communities. **This was not the original intent.** Therefore, the building inspection department is before you again this evening to address corrective actions to the fee structure prior to the 2008 permit fee's implementation.

## **Discussion**

This fee schedule is being requested to help the City in sustaining a viable inspection department, provide our citizens with a means by which we can safeguard building improvements and developments and promote growth in our City.

- ✓ The newly proposed permit fee table, based on the **COST VALUATION** of a project, when determining the basis for the permit fee.
- ✓ A comparison table of surrounding communities is provided, based on both a Valuation and Square Footage cost and a project Cost Valuation.
- ✓ A comparison of 2007 Dodge City permit fees, and the proposed new 2008 permit fee table showing the increased projections of this change in fee structure.

## **Actions Required:**

1. Rescind 2007 resolution setting permit fees.
2. Adopt new resolution setting revised permit fees.

## **Recommendation:**

The Building Inspection Department staff would recommend approval which would set permit fees based on a total cost valuation of a given project.

## Building Permit Fees

Total Const. Value	Fees Payable
\$1.00 to \$500	\$22.00 anything \$500 and Under
\$501 to \$2,000	\$22.00 for the first \$500 plus \$1.00 for each Additional \$100 or fraction thereof, to and Including \$2,000.
\$2,001 to \$25,000	\$37.00 for the first \$2000 plus \$4.50 for each Additional \$1,000 or fraction thereof, to and Including \$25,000.
\$2501 to \$50,000	\$140.50 for the first \$25,000 plus \$5.00 for each Additional \$1,000 or fraction thereof, to and Including \$50,000.
\$50,001 to \$100,000	\$265.50 for the first \$50,000 plus \$4.00 for each Additional \$1,000 or fraction thereof, to and Including \$100,000.
\$100,001 to \$250,000	\$465.50 for the first \$100,000 plus \$3.00 for each Additional \$1,000 or fraction thereof, to and Including \$250,000.
\$250,001 to \$500,000	\$915.50 for the first \$250,000 plus \$2.75 for each Additional \$1,000 or fraction thereof, to and Including \$500,000.
\$500,001 to \$1,000,000	\$1,603.00 for the first \$500,000 plus \$2.50 for each Additional \$1,000 or fraction thereof, to and Including \$1,000,000.
\$1,000,001 and Up	\$2,853.00 for the first \$1,000,000 plus \$2.50 for each Additional \$1,000 or fraction thereof, to and Including \$2,000,000.

OTHER INSPECTION FEES	FEES
-----------------------	------

Non-Emergency Inspection outside of normal business hours.	\$ 50.00 per hour *
Re-Inspection Fees.	\$ 50.00 per hour *
Inspections for which no fee is specifically indicated.	\$ 30.00 per hour *
Additional plan review required by changes, additions, or revision to plans.	\$ 30.00
Demolition Inspection Fee.	\$ 30.00 + Performance Bond
Outside consultant fee for plan checking and inspections.	Actual Cost + Staff Fees **
Plan Review Fees -- Commercial	45 % of Building Permit Fee

\* All per hour charges are one hour minimums. Each successive additional 30 minutes: half (1/2) the hourly rate.

\*\* Actual cost include total hourly cost to the jurisdiction, including supervision, overhead, equipment, hourly wages and fringe benefits of the employees involved.

Existing Permitting Fees

2007

Residential Home – 1200 sq ft  
Const. Valuation \$ 120,000.00

---

\$15 sq ft living ----- \$18,000.00

\$10 sq ft Garage ----- \$ 4,800.00

20 X 24

Derived Valve --- \$ 22,800.00

Chart Table \$ 22,800.00

\$45.00 - \$2,000.00 --- \$ 45.00

\$ 9.00 – 1,000.00 --- \$ 189.00

Const. Permit --- \$ 234.00

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3 Sub-Trades --- Avg. \$22.00 @

Total Permit Cost \$ 300.00

Proposed Permitting Fees

2008

Residential Home – 1200 sq ft  
Const. Valuation \$ 120,000.00

---

1<sup>st</sup> \$100,000. ----- \$ 465.50

\$3.00 @ Add. \$1,000. --- \$ 60.00

---

Total Permit Cost ----- \$ 525.50

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Total Fee Increases

For 2008 ----- **\$ 225.00\***

\* (Total fee Increases reflect the 3 additional Sub-Contractor Fees)

**Comparables**  
to  
**Surrounding Communities**

Comparison Based on 1200 Sq. Ft. Residence      \$ 120,000.00 value

Dodge City .... Valuation .....	\$ 525.50
Garden City ... Valuation .....	\$ 520.00
Salina ... 44 ¢ / sq ft .....	\$ 528.00
Hays ..... Valuation .....	\$ 495.10
Liberal ... Openings & Sq. Ft.....	\$ 312.00
Great Bend ... Openings & Sq. Ft....	\$ 213.00

# Memorandum -- September 11, 2008

To: Ken Strobel, City Manager

Subject: Adoption of Smoking Ban Ordinance

## Background

Un-Finished Business: September 2, 2008, Resolution No. 2008-03 Establishing Smoking Restrictions in the City of Dodge City was tabled to allow staff to complete policy changes to procedures and implementation details suggested by the Commission.

## 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 Enclosed, In-Door Public Places*

1. *Prohibited in enclosed, in-door public places open to the general public.*
2. *Outside any public place, within 10 feet of the primary public entrance or exit.*

\* *Exemptions:*

1. *Any un-enclosed, outdoor area which is at least 10 feet from any building entrance or exit.*
2. *Owner designated hotel or motel rooms.*
3. *Private Non-Business Residences.*
4. *Private Clubs (as per Section 1 definition) requiring paid memberships which complies with signage provisions of this ordinance.*
5. *Smoking areas as designated by proprietors or other persons in charge of public places, which are permitted and inspected by the City, and comply with the provisions of this ordinance.*

✓ *Posting smoking prohibited signs & designated smoking area signs*

✓ *Proprietor's Responsibility*

✓ *Violations and Penalties*

✓ *Enforcement:*

✓ *Severability.*

Actions Required: 1. Adoption of Ordinance.

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) “Private Club” means premises so licensed by the State of Kansas, where alcoholic liquor by the individual drink is sold, and private paid membership is required. Defined as a “Class A Club or a “Class B Club” pursuant to KSA 41-2601 (e) & (f).
- (b) “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.
- (c) “Public meeting” includes all meetings open to the public.
- (d) “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:** Smoking is prohibited in enclosed, in-door, public places within the City of Dodge City. It is unlawful for any person to engage in smoking, or any business to permit smoking in any enclosed, in-door, public place, or outside of any public place, within 10 feet of the primary public entrances or exits, except as provided by in this ordinance.

\* Exemptions:

1. Any un-enclosed, outdoor area which is at least 10 feet from any building entrance or exit.
2. Owner designated hotel or motel rooms.
3. Private Non-Business Residences.
4. Private Clubs (as per Section 1 definition) requiring paid memberships which complies with signage provisions of this ordinance.
5. Smoking areas as designated by proprietors or other persons in charge of public places, which are permitted and inspected by the City, and comply with the provisions of this ordinance.

**Section 3. Posting smoking prohibited signs, designated smoking area signs, and smoking allowed in this facility signage:** 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 proprietor(s) or other person in charge of the premises shall also post or cause to be posted any designated smoking signs stating that smoking is permitted in such room or area, or facility.
- (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 business is located within a facility larger than the area used for said business, that business must comply with all physical separation and ventilation standards to minimize 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 ordinance to fail to comply with any of its provisions.

- (a) Any person found guilty of smoking in violation of this ordinance 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 ordinance, 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 ordinance, 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 ordinance by a person having control of a place of business may result in the suspension or revocation of any **City permit or City license** issued for the premises on which the violation occurred.

**Section 6. Enforcement:**

- (a) The authority to administer the provision of this ordinance shall be vested in the Building Inspector 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 ordinance.
- (b) The Building Inspection Department and other such City departments shall while an establishment is undergoing otherwise mandated inspections, inspect for compliance of this ordinance, and each such department may also enforce the provisions of this ordinance through investigation of complaints filed, and unannounced inspection of the premises regarding compliance with this ordinance.
- (c) Any person may register a complaint under this ordinance to initiate enforcement with the Inspection Department.
- (d) Any owner, manager, operator or employee of any premises regulated by this ordinance shall be responsible for informing persons violating the provisions of this ordinance 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, 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 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

**Section 7. Designated Smoking Provisions: (cont.)**

- (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 areas or business facilities, 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 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 publication in the Dodge City Daily Globe.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2008 by the City Commission of Dodge City, Kansas

\_\_\_\_\_  
E. Kent Smoll, Mayor

*ATTEST:*

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

## Memorandum

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

*From: Mike Klein, Airport Manager*

*Date: Wednesday, September 10, 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



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  
08044CUT  
\*\*\*

14:58  
Airport Low bidder deducts

**BID TOTALS**

<u>Biditem</u>	<u>Description</u>	<u>Status - Rnd</u>	<u>Quantity</u>	<u>Units</u>	<u>Unit Price</u>	<u>Bid Total</u>
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		300.000	LF	7.00	2,100.00
5	COMMON EXCAVATION		6,664.000	CY	7.10	47,314.40
6	COMPACTION 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		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





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**

<b>TABULATION OF BIDDING FOR THE AIRPORT ACCESS ROAD RECONSTRUCTION PROJECT</b>			
<b>Bid Schedules</b>	<b>Engineer &amp; Bidders</b>		
	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
<b>Base Bid &amp; A (Asphalt)</b>	<b>\$557,988.10</b>	<b>\$660,637.75</b>	<b>\$773,831.00</b>
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
<b>Bid Alternate 1 &amp; 1A (Asphalt)</b>	<b>\$243,563.65</b>	<b>\$311,177.50</b>	<b>\$370,842.00</b>
<b>Base Bid &amp; Bid Alternate 1 (Asphalt)</b>	<b>\$801,551.75</b>	<b>\$971,815.25</b>	<b>\$1,144,673.00</b>



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
<b>Base Bid &amp; A (Asphalt)</b>	\$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
<b>Bid Alternate 1 &amp; 1A (Asphalt)</b>	\$243,563.65	\$311,177.50	\$311,177.50
<b>Base Bid &amp; Bid Alternate 1 (Asphalt)</b>	\$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 though 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

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

ITEM NO.	DESCRIPTION OF WORK	UNITS	ESTIMATED QUANTITY	Burrus & 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	Mobilization	Lump Sum	1.00	\$25,000.00	\$25,000.00	\$20,600.00	\$20,600.00	\$25,000.00	\$25,000.00	\$35,000.00	\$35,000.00
2	Staking	Lump Sum	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	Lump Sum	1.00	\$3,000.00	\$3,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00	\$19,000.00
4	Temporary Traffic Control Barrier	Lin. Ft.	300.00	\$3.00	\$900.00	\$7.00	\$2,100.00	\$7.00	\$2,100.00	\$5.00	\$1,500.00
5	Common Excavation	Cu. Yds.	6,664.00	\$11.00	\$73,304.00	\$7.10	\$47,314.40	\$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	\$5,016.35	\$10.00	\$13,030.00
7	Manipulation of Subgrade	Sq. Yds.	12,795.00	\$3.50	\$44,467.50	\$3.30	\$41,926.50	\$3.40	\$43,197.00	\$5.60	\$71,148.00
8	Fly 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	Lin. 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	Lin. Ft.	44.00	\$100.00	\$4,400.00	\$88.50	\$3,894.00	\$90.30	\$3,973.20	\$107.00	\$4,708.00
11	24" RC End Sections	Each	8.00	\$800.00	\$6,400.00	\$550.00	\$4,400.00	\$562.00	\$4,496.00	\$1,450.00	\$11,600.00
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	Lin. Ft.	1,741.00	\$2.00	\$3,482.00	\$5.20	\$9,053.20	\$5.20	\$9,053.20	\$6.00	\$10,446.00
14	Silt Fence	Lin. Ft.	2,584.00	\$4.00	\$10,336.00	\$3.70	\$9,560.80	\$3.70	\$9,560.80	\$4.00	\$10,336.00
15	Straw Bale Ditch Checks	Lin. Ft.	800.00	\$11.00	\$8,800.00	\$3.70	\$2,960.00	\$8.00	\$6,400.00	\$7.50	\$2,000.00
16	Seedling	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	Epoxy Striping	Lin. 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
<b>TOTAL COST OF BASE BID ACCESS ROAD</b>					<b>\$270,407.50</b>		<b>\$230,177.70</b>		<b>\$241,027.75</b>		<b>\$331,763.00</b>

**TABLULATION 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-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
19	5" BM-4 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" BM-2 Asphalt Surface	Sq. Yds.	11,820.00	\$8.00	\$94,560.00	\$9.50	\$112,290.00	\$10.50	\$124,110.00	\$10.25	\$121,153.00
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
<b>TOTAL COST OF BASE BID A - ACCESS ROAD (ASPHALT)</b>					<b>\$287,580.60</b>		<b>\$377,058.00</b>		<b>\$419,610.00</b>		<b>\$442,068.00</b>

**TABLATION OF BIDS**  
**DODGE CITY REGIONAL AIRPORT**  
**DODGE CITY, KANSAS**  
**ACCESS ROAD RECONSTRUCTION & PARKING LOT REHABILITATION**  
**BID ALTERNATE 1 - PARKING LOT**  
**PROJECT NO: AIP 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.	2,400.00	\$11.00	\$26,400.00	\$9.70	\$23,280.00	\$9.70	\$23,280.00	\$10.00	\$24,000.00
25	Compaction of Earthwork	Cu. Yds.	6.00	\$6.00	\$36.00	\$4.15	\$24.90	\$4.15	\$24.90	\$5.60	\$33.60
26	Manipulation of Subgrade	Sq. Yds.	5,700.00	\$3.50	\$19,950.00	\$3.75	\$21,375.00	\$3.75	\$21,375.00	\$5.60	\$31,920.00
27	Fly 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	4" PCC 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 Flame	Each	1.00	\$2,000.00	\$2,000.00	\$900.00	\$900.00	\$900.00	\$900.00	\$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 End 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.	20.00	\$100.00	\$2,000.00	\$185.00	\$3,700.00	\$185.00	\$3,700.00	\$40.00	\$800.00
35	24" Area Inlets	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	\$18.60	\$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
<b>TOTAL COST OF BID ALTERNATE 1 - PARKING LOT</b>					<b>\$126,303.65</b>		<b>\$124,361.00</b>		<b>\$124,361.00</b>		<b>\$158,175.00</b>

**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-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
43	5" BM-4 Asphalt Base	Sq. Yds.	5330	\$14.00	\$74,620.00	\$24.40	\$130,052.00	\$24.40	\$130,052.00	\$28.50	\$151,905.00
44	2" BM-2 Asphalt Surface	Sq. Yds.	5330	\$8.00	\$42,640.00	\$10.65	\$56,764.50	\$10.65	\$56,764.50	\$11.40	\$60,762.00
<b>TOTAL COST OF BID ALTERNATE 1A - PARKING LOT</b>					<b>\$117,260.00</b>		<b>\$186,816.50</b>		<b>\$186,816.50</b>		<b>\$212,667.00</b>

**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
<b>COMBINATION OF SCHEDULES</b>				
<i>Base Bid &amp; Base Bid A</i>	\$557,988.10	\$607,235.70	\$660,637.75	\$773,831.00
<i>Bid Alternate 1 &amp; 1A</i>	\$243,563.65	\$311,177.50	\$311,177.50	\$370,842.00
<i>Base Bid &amp; Base Bid A &amp; Bid Alternate 1 &amp; 1A</i>	\$801,551.75	\$918,413.20	\$971,815.25	\$1,144,673.00



# City of Dodge City

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

## *Memorandum*

To: City Commissioners  
Ken Strobel, City Manager  
From: Paul Lewis, Parks & Recreation Director  
Date: September 10, 2008  
Subject: Cavalier Restroom Bids

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

Bids were opened Tuesday, August 26<sup>th</sup> for subcontract bids related to the construction of the new restroom facility at Cavalier Field. A tabulation of bids is attached with this memo.

This project constructs a restroom/concession facility located along the west fence line of the Cavalier entrance corridor. The building is designed to serve both the baseball field and the multipurpose fields recently constructed adjacent to Cavalier. The budget for this project is \$125,000 from the Why Not Dodge Sales Tax fund.

The City will serve as the general contractor for this project. Construction staff will pour slabs, install the roof structure and shingles, complete all painting, install doors and hardware, etc. Bids were solicited for electrical work, plumbing and mechanical systems, and block laying.

Three bids were received for the electrical subcontract, one for plumbing and mechanical systems, and none for block laying. Since the bid opening, staff contacted both local block layers and has since acquired a quote for those services from Cecil's Masonry.

Staff recommends accepting the bid from Frank's Electric in the amount of \$18,000 for electrical work and from Ray Omo Inc. in the amount of \$36,000 for mechanical and plumbing work. Additionally, Cecil's Masonry provided a quote for labor in the amount of \$14,350 for block laying and staff requests approval of their quote.

Additional project expenses incurred for building materials are estimated to be approximately \$50,950 including roof trusses and shingles, concrete, masonry blocks and other materials and installation of an epoxy floor coating in the restrooms and concession area. Those expenses along with the bid amounts bring the total estimated cost for the building to \$119,300.

This project also included a decorative fence component to tie the existing aluminum fencing from the Cavalier entrance into the new building. The estimate for those materials was \$10,831 which would take the project over budget. Staff intends to seek approval from the Community Facilities Advisory Board for the additional funds needed to complete that component. If that approval is obtained, that quote will be brought back for your consideration. In the meantime, the plan is to keep in place the existing chain link fence.

If there are any questions I will be happy to address them or provide additional information if necessary.

**ADVERTISEMENT  
NOTICE TO BIDDERS**

Sealed bids for Cavalier restrooms for the City of Dodge City, Kansas will be received in the office of the City Clerk, 806 Second Avenue, P.O. Box 880, until 2:00 p.m. Tuesday, August 26<sup>th</sup>, 2008. Bids will be opened and publicly read aloud at that time.

The work consists of constructing a masonry block building to include restrooms, concessions area, and storage for Cavalier Field. The City of Dodge City will serve as the General Contractor and is soliciting subcontract bids for electrical systems, plumbing and mechanical systems, and for masonry block installation as depicted on the drawings and in the specifications.

Bid sheets, specifications and other pertinent information may be obtained by contacting Dodge City Parks and Recreation, 240 San Jose, P.O. Box 880, Dodge City, KS, 67801.

No bidder may withdraw his bid for at least thirty (30) days after the scheduled closing time for the receipt of bids. The City reserves the right to reject any or all bids and to waive informalities.

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

<b>Publishing Info</b>	
Runs	3
Proofs	2

# CITY OF DODGE CITY KANSAS

## Specifications & Bid Documents

for

### Cavalier Restrooms

#### 1.0 Information for Bidders

1.1 Sealed bids are invited and will be received until 2:00 p.m., local time, Tuesday, August 26<sup>th</sup>, 2008 at the office of the City Clerk, 806 Second Avenue, PO Box 880, Dodge City, Kansas 67801. All bids will be opened at City Hall immediately thereafter.

1.2 A bid form to be used by each bidder is included with this packet. Failure of a bidder to use said bid form may be cause for rejection of any such bid. This bid form shall be submitted in a sealed envelope clearly marked: SEALED BID: CAVALIER RESTROOMS.

1.3 Bids submitted by mail shall be sealed in an envelope, marked as indicated above, and mailed in a second envelope to the City Clerk at the address indicated.

1.4 The City reserves the right to combine or split the bids. The bid or bids deemed to furnish the best service for the City, regardless of source, will be recommended to the City Commission. Time of completion is an essential part of this bid and will be considered in determining which bid provides the best service.

1.5 A responsible officer or employee of the company must sign all bids. Obligations assumed by such signature must be fulfilled.

Bids must be verified before being submitted. Bids cannot be withdrawn or corrected after being opened.

1.6 Any questions concerning minimum specifications, bid requirements, etc. must be resolved before the bid opening. Questions concerning the specifications for this work can be directed to the following:

Paul Lewis  
Dodge City Parks and Recreation  
620/225-8160

1.7 The City of Dodge City reserves the right to accept or reject any or all bids, waive informality, and to select any bid deemed to be in the best interest of the City. No bidder may withdraw his bid for at least thirty (30) days after the scheduled closing time for the receipt of bids.

1.8 Work to be performed under these specifications shall be completed and ready for acceptance not later than January 31, 2009.

A) It will be necessary for each bidder to satisfy the Owner of his ability to complete the work within the allowable time set forth in the contract documents.

- B) Each subcontractor shall be prepared to perform work related to their individual subcontracts as needed and in a timely fashion to allow for the project to proceed in an effective and efficient manner.
- 1.9 Before award of the contract, the successful bidder will be required to satisfy the City of Dodge City as to his experience and competence to perform the work.
- 1.10 Each bidder must examine for himself the location of the proposed work and all conditions affecting the work. If any person, contemplating submitting a bid for this contract is in doubt as to the true meaning of any part of the plans or specifications, he may submit a request for the interpretation thereof to the Director of Parks and Recreation. Any interpretation of these plans and specifications will be made only by addendum and a copy of such addendum will be mailed to each person receiving a set of plans and specifications. The City of Dodge City will not be responsible for any other interpretation of these documents.
- 1.11 Each bid shall be accompanied with a certified check, cashiers check, or Bid Bond, written surety company acceptable to the City of Dodge City in the amount of not less than five percent (5%) of the total bid. The check or bond shall serve as guarantee that the bidder will file all bonds required and enter into contract, should it be awarded him according to the terms of his bid, within 10 days after the certification of the award.
- 1.12 Should one or more clauses of these instructions and specifications be in apparent conflict, the more stringent of interpretations unless otherwise officially interpreted by the Director of Parks and Recreation, shall be binding.

## **2.0 General Conditions**

- 2.1 Contract Documents - The contract documents shall include the plans, specifications, and drawings on file with the City of Dodge City, the proposal and contract forms, the advertisement for bids and the information to bidders.
- 2.2 Multiple Contracts: The work shall be let under separate contracts with the City acting as the General Contractor.

Each Contractor shall assume all responsibility, finance, (bonding) and supervision and coordination of all the work to be done and shall include in his bid any fee he will charge for guaranteeing the performance of all sub-contractors.

### **2.3 Permits and Codes**

- A) As General Contractor, the City shall obtain and pay for any building permit and/or city fees that may be required in connection with this work.
- B) The contractor shall comply with all Federal, State, and Local laws, codes, regulations, and ordinances applicable to the work.
- 2.4 Contractor's Insurance - The following minimum insurance requirements shall be met by any individual or entity entering into a contract to provide services for this project.
  - A) General Liability Insurance – The successful bidder/bidders shall be required to carry a comprehensive general liability policy, protecting against claims for bodily injury, including wrongful death, as well as claims for property damage. The policy shall be

written to one person, with a limit of not less than \$500,000 coverage for all damages arising from bodily injury, or death of any one person, with a limit of not less than \$500,000 coverage for all damages arising from bodily injury or death of all persons involved in any one incident, and shall provide a minimum of \$250,000 coverage for damages to property arising from any one incident, with a total of not less than \$500,000 coverage for damages to or destruction of property during the policy period, or in the alternative, a combined single occurrence limit policy with coverage of not less than \$500,000.

- B) Workers Compensation Insurance - All contracting individuals or entities shall procure and maintain Workers Compensation Insurance, in accordance and compliance with all provisions of the laws of the State of Kansas, including occupational disease provisions for all employees of the contracting individual or entity involved in providing contractual services to the City. All subcontractors providing services through a contracting individual or entity shall also be required to maintain Workers Compensation Insurance, unless the employees of the subcontractor are afforded Workers Compensation Insurance protection through a contracting individual or entity. In all situations where the City might be construed to be a statutory employer, under the laws of the state of Kansas, the contracting individual, whether an independent contractor or otherwise, shall be required to maintain Workers Compensation Insurance.
- C) Automotive Liability and Property Damage Insurance - At any such time as the work covered by the contract shall involve the use of automotive equipment, the contractor shall procure and maintain automotive public liability and property damage insurance with a combined single occurrence limit of not less than \$300,000.
- D) Certificates - The contractor shall file with the City, prior to or at the time of execution of the contract, "Certificates of Insurance", or other evidence acceptable to the City, to show that he or she complies with the requirements. The Contractor shall provide the City with a Certificate of Non-cancellation without Prior Notice.
- E) In addition to the Public Liability and Property Damage as set forth above, the Contractor shall assume full responsibility for all loss or damage from any cause whatsoever to tools, equipment, implements, utensils, mechanical equipment (including sheds, forms, scaffolding, etc.) motor vehicles owned, leased or rented by the contractor, his agents. The Contractor also assumes full responsibility for all loss or damage caused by, arising out of or incident to larceny or theft, frost, cold weather, change in contract and any modifications, alterations, enlargements and supplements thereto is to be done, and to building materials and supplies therefore, while obtained therein or on the premises immediately adjacent thereto. The Contractor further agrees to indemnify and save harmless the owner against all loss caused, and or expense occasioned to said owner, his agents and employees by reason of such loss or damage. The Contractor has the privilege of insuring in full or in part against such loss or damage responsibility for which is here assumed.

- 2.5 EEO/AA/MBE-WBE Policy - The City of Dodge City has adopted a policy wherein all contracts over \$10,000 shall include specific provisions to ensure equal employment opportunity and that all Contractors provide evidence of the adoptions of an affirmative action program.

Questions concerning the Equal Employment Opportunity, Affirmative Action of Notification of Minority Business Enterprise (MBE) and Women's Business Enterprise (WBE) policies can be addressed to the following:

Ms. Cherise Tieben, Asst. City Manager  
City of Dodge City  
806 Second Ave., PO Box 880  
Dodge City, KS 67801

All bidders submitting a proposal shall comply with these policies.

2.6 Taxes

- A) The Contractor shall pay all local, state, and federal taxes applicable to this work.
- B) This project is exempt from Kansas Sales Tax.

- 2.7 Payment - Payment for this project will be on a lump sum basis for the items covered by the specifications and shall be full compensation for furnishing all materials, equipment, appliances and labor for performing all work shown or specified herein, all in accordance with the items and conditions of the contract.

- 2.8 The Contractor shall provide any required barricades, fences, etc. to insure safety on the job site.

- 2.9 The Contractor will coordinate with the Owner the work schedule.

- 2.10 Warranty - The contractor shall provide a standard guarantee which shall include but not be limited to:

- A) The Contractor shall at his own expense, amend and repair any damage arising from defective or improper materials or workmanship which may appear within one year after completion of the work.

- 2.11 Substitutions - Substitutions from products or materials other than those specified must be approved no less than five days prior to bid opening. All requests for substitutions must be in writing and include product cut sheets for the item requested for substitution.

**3.0 Scope**

- 3.1 The work consists of constructing a masonry block building to include restrooms, concessions area, and storage for Cavalier Field. The City of Dodge City will serve as the General Contractor and is soliciting subcontract bids for electrical systems, plumbing and mechanical systems, and for masonry block installation as depicted on the drawings and in the specifications.

## **4.0 Project Specifications**

### **4.1 Bid 1- Plumbing subcontract**

- A) Provide all labor, materials, and equipment necessary to complete the plumbing systems as shown on the drawings and included in these specifications.

### **4.2 Bid 2 – Mechanical subcontract**

- A) Provide all labor, materials and equipment necessary to complete install mechanical systems as shown on the drawings and included in these specifications.

### **4.3 Bid 3 – Electrical subcontract**

- A) Provide all labor, materials, and equipment necessary to complete the electrical system as shown on the drawings and included in these specifications.
- B) Relocate existing disconnect onto exterior face of the building as noted on the plans.

### **4.4 Bid 4 – Masonry Block subcontract**

- A) Provide all labor and equipment necessary to lay masonry block as shown on the drawings and included in these specifications.
- B) Owner will be responsible for providing all materials including CMU's, mortar, sand, etc. required for the project. Subcontractor will be responsible for providing a material list after bid acceptance.

**Project Proposal**

To: City Clerk  
City of Dodge City  
Dodge City Kansas

Re: Cavalier Restrooms

The undersigned (hereinafter referred to as Bidder), having carefully examined the general provisions, specifications, drawings and all other bid documents, as well as having checked the site and all conditions affecting the work, agrees to furnish all labor, materials and equipment required to complete in a thorough, first class and satisfactory manner, all work indicated on the Drawings and/or called for in the Specifications, including mechanical and electrical work, for the sum of:

**Bid Amount**

Bid 1 – Plumbing Systems subcontract	\$ _____	.00
Bid 2 – Mechanical Systems subcontract	\$ _____	.00
Bid 3 – Electrical Systems subcontract	\$ _____	.00
Bid 4 – Masonry Block Laying subcontract	\$ _____	.00

Addenda numbered \_\_\_\_\_ are included in this proposal.

Respectfully submitted this \_\_\_\_\_ day of \_\_\_\_\_, 2008

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Signature: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

<b>Bidders Check List</b>
Please make sure you have completed the following with your proposal
<input type="checkbox"/> Completed and signed the Construction Proposal form.
<input type="checkbox"/> Included a Bid Bond or Cashier's Check
<input type="checkbox"/> Acknowledged any addenda.

Deadline for receiving proposals:  
2:00 p.m. – Tuesday, August 26<sup>th</sup>, 2008

# CONTRACT AGREEMENT

## Cavalier Restrooms

**THIS AGREEMENT**, made and entered into this **[Click here and type day]** day of **[Click here and type month]** 2008, by and between:

THE CITY OF DODGE CITY, KANSAS, a municipal corporation duly organized and existing under the laws of the State of Kansas, Party of the First Part, hereinafter referred to as "CITY"; and

**[Click here and type contractor]**, Party of the Second part and hereinafter referred to as "CONTRACTOR",

**WITNESSETH:** That for and in consideration of the payments and agreements hereinafter mentioned, CONTRACTOR hereby agrees with CITY to commence and complete the construction of certain improvements described as follows:

**[Click here and type project name]**

and all extra work in connection therewith, under the terms as stated in the contract documents and at his own expense to furnish all materials, supplies, machinery, equipment, tools, superintendence, labor, insurance and other accessories and services necessary to complete said construction in accordance with the contract documents as defined in the General Conditions.

CITY agrees to pay the CONTRACTOR for the performance of the work embraced in this contract, subject to additions and deductions, the sum of **[Click here and enter dollar amount]** (**[Click here and type amount in figures]**), as provided in the contract documents in the manner provided in the General Conditions.

CONTRACTOR hereby agrees to commence work within ten (10) days after the date written notice to do so shall have been given to him and to substantially complete the work within the time specified in the contract documents.

CITY and CONTRACTOR agree that time shall be considered the essence of the Contract and that the time of completion described hereinabove is a reasonable time for completion of the work. CONTRACTOR acknowledges that should he fail to complete the work within the time herein specified, or in any proper extension thereof granted by the CITY, the CONTRACTOR does hereby agree to pay to the CITY the amount of **[Click here and type damages amount]** as liquidated damages for such breach of contract for each and every calendar day that the CONTRACTOR shall be in default.

It is hereby agreed that the word "he" or "him" wherever used herein as referring to the Contractor shall be deemed to refer to said Contractor, whether corporation, partnership or individual and this contract and all covenants and agreements thereof shall be binding upon and for the benefit of the heirs, executors, administrators, successors, and assigns of said Contractor.

It is hereby further agreed that any references herein to the "Contract" shall include all contract documents as specifically set out in the General Conditions and hereby made a part of this agreement as fully as if set out at length herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this Contract Agreement as of the day and year first written above.

CITY OF DODGE CITY, KANSAS,  
a Municipal Corporation

CONTRACTOR

By \_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

ATTEST:

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

COMPLETE ADDRESS:

Company \_\_\_\_\_

Address \_\_\_\_\_

City, ST. Zip \_\_\_\_\_

\_\_\_\_\_  
NANNETTE POGUE  
City Clerk

# Dodge City Parks & Recreation

## Bid Tabulation

### Cavalier Restrooms

August 26<sup>th</sup>, 2008 – 2 p.m.

Bidder	Bid Bond	Addendums	Bid 1 Plumbing	Bid 2 Mechanical	Bid 3 Electrical	Bid 4 Masonry
Meis Electric	X	X			39,115	
Frank Peters Electric	X	X			18,000	
Stegman Brothers Electric	X	X			26,392	
Stewart Plumbing			No Bid	No Bid		
Ray Omo Plumbing	X	N/A	26,500	9,500		
Henton's Plumbing			No Bid			
Weber Refrigeration				No Bid		
Larry Cecil Masonry						No Bid
Ernie Gabel Masonry						No Bid
Brick and Block Works						No Bid



# City of Dodge City

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

## **ADDENDUM #1 August 19, 2008**

RE: Cavalier Restrooms  
Dodge City, Kansas

Addendum #1 to the drawings, specifications and other related documents, which together are entitled "CAVALIER RESTROOMS," as issued by the City of Dodge City, Dept. of Parks & Recreation, Dodge City, Kansas.

This Addendum shall be observed and included in the Contract Documents for bidding purposes. Acknowledge receipt of the Addendum in space provided on Contractor's Proposal Form.

### **ADD, CHANGE and/or DELETE the FOLLOWING to the SPECIFICATIONS/DRAWINGS.**

1. **ADD** – Bid 3 Electrical Subcontract  
Section 4.3, Paragraph C) Remove and replace existing electrical service and provide new 225 amp service from existing transformer to new restroom building. Install disconnect on north wall of Sheridan Center adjacent to existing disconnects. Re-feed lift station and irrigation controls from panel LA. Relocate irrigation controller into Storage Room 102 adjacent to panel LA. Install lift station controls on posts provided by owner directly west of wet well.

End of Addendum #1



# City of Dodge City

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

## *Memorandum*

To: City Commissioners  
Ken Strobel, City Manager  
From: Paul Lewis, Parks & Recreation Director  
Cc: Cherise Tieben, Asst. City Manager  
Mike Klein, Purchasing Agent  
Date: September 9, 2008  
Subject: Rotary Rough Mower

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

Bids were opened on Tuesday, September 9 for a rotary rough mower to be used at Mariah Hills Golf Course. A tabulation of bids received is attached with this memo.

The mower to be purchased is a wide deck rotary mower and will be used for cutting irrigated rough areas on the golf course. The specified mower was to have a minimum cutting width of 10', 7" and be diesel powered with a minimum 60 h.p. This mower will replace a 2000 model Jacobsen 5111 with just over 3,800 hours on it.

Four bids were received. The base bid reflects the mower purchase and an alternate bid was requested to include the trade in of the Jacobsen 5111. Based on the trade values offered, staff recommends accepting the alternate bids including trade. The low net bid was provided by Kansas Golf and Turf in the amount of \$37,689.

Staff recommends accepting the bid of Kansas Golf and Turf including the trade allowance for a net bid of \$37,689. Funds for this piece of equipment are available in the MERF and this purchase was anticipated in the 2008 budget in the amount of \$45,000.

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

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**Dodge City Parks & Recreation  
Bid Tabulation**

**Rotary Rough Mower**

**September 9, 2008**

<b>Bidder</b>	<b>Manufacturer/Model</b>	<b>Base Bid</b>	<b>Trade Allowance</b>	<b>Net Bid</b>	<b>Addendum</b>
Van Wall Equipment	John Deere 1600 Series II	42,905	2,500	40,405	N/A
Turf Professionals Equipment Co.	Toro Grounds Master 4000	43,209	2,500	40,709	N/A
Umruh Foster	John Deere 1600 Series II	43,550	No Bid	43,550	N/A
Kansas Golf & Turf	Jacobsen 6010	42,989	5,300	37,689	N/A

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## Memorandum

September 10, 2008

TO: Ken Strobel  
City Manager

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

RE: Professional Services –  
to provide accreditation of City's Levee System

**BACK ROUND:** In April of this year the city entered into an agreement with FEMA to determine if our levee system would indeed provide the necessary protection that it was designed to. Should the city not be able to provide this accreditation, than much of South Dodge would be placed in the 100-yr. flood zone and require flood protection insurance. The process of accreditation started when the City Commission signed the PAL (Provisionally Accredited Levee) agreement with FEMA. The city has 2-years from the time the agreement was signed to provide the necessary data analysis, and other information to accredit the levee system.

**CONSIDERATION:** Wilson & Company has significant experience working with levee certification throughout the county and was asked to assist the city with our levee certification. They are proposing a two phased approach to the levee certification.

### Phase I

#### Preliminary Levee Assessment (Discovery Phase)

- collect data
- review data
- determine if additional data is required
- scope of analysis need to meet requirements of FEMA

### Phase II

#### Final Levee Assessment -

The future phase includes completing any additional data collections and analysis needed as identified in phase I.

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**Phase I includes:**

- Record Collection & Review
- Field Inspection
- Field Inspection Summary
- Preliminary Levee Assessment Checklist Review
- Preliminary Levee Assessment Summary
- Preliminary Levee Assessment Review Meeting

**RECOMMENDATION:** Given the importance of maintaining our Levee Certification staff would recommend approval of this proposal with Wilson & Company to provide professional services to assist the city with accreditation of its levee system in the amount of \$47,139. Funds will be taken from the Stormwater Drainage Fund.

Should you have any questions or need further information, please let me know.

JF/mjr

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STANDARD FORM OF AGREEMENT  
BETWEEN  
CITY AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

This is an Agreement, made as of \_\_\_\_\_, 2008, between the City of Dodge City, Kansas (CITY) and Wilson & Company, Inc., Engineers & Architects (ENGINEER). CITY intends to accredit the Dodge City Levee System in accordance with the National Flood Insurance Program (NFIP) regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR Section 65.10). The limits of the Dodge City Levee system are as illustrated in Figures 1 and 2 of this agreement. Accreditation is required for this levee system to be acknowledged in the NFIP and the new FEMA Flood Insurance Rate Maps.

ENGINEER will sub-contract AMEC Earth & Environmental, Inc. (AMEC) for Geotechnical Engineering services included in this agreement.

The project may require extensive engineering analysis of hydrology, hydraulics, structural, geotechnical and operations and maintenance of the levee system. Due to the uncertainty of the final scope of work required for accreditation, ENGINEER recommends that project be completed in two (2) phases. Phase I shall be a Preliminary Levee Assessment (or Discovery Phase). Phase II shall be a Final Levee Assessment (or the actual levee assessment for accreditation phase).

CITY and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by CITY as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**Phase I: Preliminary Levee Assessment (Discovery Phase)**

Engineer shall provide scope of services as detailed in **Attachment 1** to this agreement, for Phase I – Preliminary Levee Assessment (Discovery Phase).

**SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

**2.1. Services Requiring Authorization in Advance.**

If authorized in writing by CITY, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.4, inclusive. These services are not included as part of Basic Services. These Additional Services will be paid for by CITY as indicated in Section 5.

2.1.1. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, CITY's schedule, and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.2. Furnishing services of independent professional associates and consultants for other than Basic Services for customary civil engineering, surveying, and geotechnical design; and providing data or services when CITY employs ENGINEER to provide such data or services in lieu of furnishing the same.

2.1.3. Providing any type of engineering surveys other than Basic Services included in Section 1.

2.1.4. Additional services in connection with the Project, including services which are to be furnished by CITY in accordance with Section 3, and services not otherwise provided for in this Agreement.

**2.2. Required Additional Services.** If CITY desires to complete Phase II – Final Levee Assessment for levee accreditation per 44 CFR Section 65.10 at the completion of Phase I, ENGINEER shall provide CITY with an Agreement Addendum proposal for Phase II services at that time.

### **SECTION 3 - CITY'S RESPONSIBILITIES**

CITY shall do the following so as not to delay the services of ENGINEER:

- 3.1. Designate a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project as described in Attachment 1.
- 3.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.4. Examine all submittals presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto so as not to delay the services of ENGINEER.

- 3.5. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 3.6. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.7. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.8. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIODS OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of Phase I. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 4.2. Contingent upon Notice to Proceed being provided to ENGINEER by September 26, 2008, the services described in Section 1 (Phase I) shall be completed by December 31, 2008.
- 4.3. Documentation necessary to satisfy requirements of 44 CFR Section 65.10 (documentation to be provided in Phase II of this project) is due to FEMA before May 19, 2010, per CITY's Provisionally Accredited Levee (PAL) agreement with FEMA.

#### **SECTION 5 - PAYMENTS TO ENGINEER, LUMP SUM FEE METHOD OF PAYMENT**

##### **5.1. Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. CITY shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. Fee and Method of Payment. For the services described herein, the CITY agrees to pay the ENGINEER on a lump sum basis. The total payment amount shown below shall not be exceeded without authorization by the CITY. Payments shall compensate the ENGINEER for all labor costs, reimbursable expenses, sub-consultant costs, overhead costs and profit.

TOTAL PAYMENT to the ENGINEER for the services included in Section 1 shall be \$ 47,139.00 (Fourty-Seven Thousand, One-Hundred, Thirty-Nine Dollars), as illustrated in Attachment 2 of this agreement.

## **5.2. Times of Payments.**

5.2.1. ENGINEER shall submit statements at four-week intervals for Basic and Additional Services rendered. The charge on account of the lump sum fee will be based upon ENGINEER's percent complete at the time of billing of the total services to be completed. CITY shall submit payment to ENGINEER within 30 days of receipt of invoice.

## **5.3. Other Provisions Concerning Payments.**

5.3.1. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by CITY during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's percent complete at the time of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services that had been previously authorized in writing by CITY.

## **SECTION 6 - OPINIONS OF COST**

### **6.1. Opinions of Cost.**

6.1.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinion of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, CITY wishes greater assurance as to Total Project or Construction Costs, CITY shall employ an independent cost estimator as provided in paragraph 3.7.

## **SECTION 7 - GENERAL CONSIDERATION**

### **7.1. Termination.**

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.2. Reuse of Documents.**

7.2.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CITY may make and retain copies for information and reference in connection with the use and occupancy of the Project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CITY shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

### **7.3. Insurance.**

#### **7.3.1. Commercial General Liability**

The ENGINEER shall provide public liability insurance coverage in an amount no less than \$500,000 covering the liability of the ENGINEER on an occurrence basis. The insurer must be acceptable to the CITY.

#### **7.3.2. Automobile Liability**

The ENGINEER shall provide coverage protecting the ENGINEER against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle. Required minimum limits: \$500,000 each accident, or a combined total of \$1,000,000.

#### **7.3.3. Workers Compensation**

Before beginning work, the ENGINEER shall furnish to the CITY satisfactory proof that he has taken out, for the period covered by the work under this contract, full workers' compensation coverage as required by state law for all persons who he may employ directly in

carrying out the work contemplated under this contract, and shall hold the CITY free and harmless for all personal injuries of all persons who the ENGINEER may employ directly.

#### 7.3.4. Professional Liability - Errors and Omissions

The ENGINEER shall provide Architects or Engineers Professional Liability Insurance with limits not less than \$1,000,000, covering the liability of the ENGINEER. The insurer must be acceptable to the CITY. In the event coverage provided is claims made coverage, the insurance shall be maintained for a period of not less than three (3) years after completion of the contract or in lieu thereof purchase of tail coverage (extended reporting period) under which the CITY shall be afforded protection.

#### 7.3.5. Certificate(s) of Insurance

Certificate(s) of Insurance acceptable to the CITY shall be filed with the CITY at the time the contract between the CITY and the ENGINEER is executed, if requested by CITY. These certificates shall contain a provisions that coverage that is afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY and acknowledged.

#### 7.3.6. Notice of Claim

The ENGINEER, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the CITY, providing full details thereof, including an estimate of the amount or loss of liability.

#### 7.3.7 Indemnification Clause

The ENGINEER agrees to indemnify and save harmless the CITY, its officials, servants, officers, directors and employees from and against all expenses and judgments for personal injury or death or damage to property where, and to the extent caused by the ENGINEER's negligent acts, errors or omissions.

### **7.4. Controlling Law.**

7.4.1. This Agreement is to be governed by the law of the State of Kansas.

### **7.5. Successors and Assigns.**

7.5.1. CITY and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are

due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

This Agreement (consisting of pages 1 to 7, Attachments 1 and 2, and Figure 1, inclusive) (13 total pages) constitutes the entire agreement between CITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

City of Dodge City, Kansas  
806 N. Second Ave.  
P.O. Box 880  
Dodge City, KS 67801  
620-225-8106

ENGINEER:

Wilson & Company, Inc.,  
Engineers & Architects  
903 E. 104<sup>th</sup> St, Suite 200  
Kansas City, MO 64131  
816-701-3100

By: \_\_\_\_\_

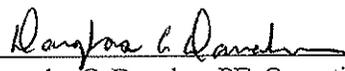
Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

  
\_\_\_\_\_  
Douglas G. Danaher, PE, Operation Manager  
Doug.Danaher@wilsonco.com

  
\_\_\_\_\_  
Bill Legge, PE, Project Manager  
Bill.Legge@wilsonco.com

SCOPE OF SERVICES  
DODGE CITY LEVEE ASSESSMENT – PHASE I  
September 05, 2008

ENGINEER – Wilson & Company, Inc., Engineers & Architects (WCI) (Prime Consultant) and AMEC (Sub-Consultant – Geotechnical and QA)

CITY – City of Dodge City (Owner)

This document defines the ENGINEER's scope of services. These scope items are based on requirements of the National Flood Insurance Program regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR Section 65.10).

The purpose of this project is to satisfy these regulations so that FEMA will acknowledge the Dodge City Levee System on the updated Flood Insurance Rate Maps, or document levee system improvements necessary to satisfy 44 CFR Section 65.10 requirements.

The levee assessment will be completed in two phases:

Phase I (Included Herein) – Preliminary Levee Assessment (Discovery Phase):

This phase includes data collection, data review, and determination of additional data collection and analyses required to satisfy 44 CFR 65.10. No analyses are included in this Phase I.

Phase II (Future) – Final Levee Assessment:

This future phase includes completing the additional data collection and analyses identified in Phase I, as necessary to satisfy 44 CFR 65.10. This future Phase II is not included in this original agreement.

The levee system includes all embankments, flood walls, structures, interior drainage systems, operation and maintenance working together to modify the land area inundated by the Base Flood, as illustrated in Figure 1 of this Agreement.

**PHASE I – PRELIMINARY LEVEE ASSESSMENT (DISCOVERY PHASE)**

**1. RECORDS RESEARCH AND DATA COLLECTION**

**1.A. RECORDS COLLECTION AND REVIEW**

1.A.i. Collect Records

ENGINEER shall collect available information from CITY, FEMA, USACE (Tulsa District), KS Division of Water Resources, KDOT, and USGS, as necessary to complete the project.

Information may include construction documents, as-built plans, geotechnical reports, supporting engineering data, operation and maintenance plans, inspection reports, FEMA Flood Insurance Rate Map (FIRM) panels or preliminary DFIRM database, ground elevation data, topography, aerial photography, historical levee information,

SCOPE OF SERVICES  
DODGE CITY LEVEE ASSESSMENT – PHASE I  
September 05, 2008

roadway embankment plans and data, and USGS soil survey and stream gage station information.

CITY: Provide all available requested information discussed above, such as levee construction documents and as-built plans, geotechnical report, operation & maintenance plan, inspection reports, previously completed drainage studies, historical flood data, historical levee data (operation events, modifications, repairs, utility cuts), ground elevation data, aerial photography, etc.

1.A.ii. Review Information Collected and Document Levee History

ENGINEER shall review all collected information and document available history of the levee, such as: construction date, major storm events, levee modifications and repairs, changes in the watershed impacting levee hydrology or hydraulics (reservoirs, channel changes, etc), inspection dates, utility cuts, etc.

CITY: Review documented levee history and advise of any discrepancies.

1.A.iii. Identify Areas of Interest for Levee System

ENGINEER shall identify areas of interest that may require special attention during field inspection and preliminary assessment, based on information collected.

**1.B. Field Inspection**

1.B.i. Field Inspection

Purpose of field inspection is for the project team to complete an exterior physical inspection of the levee system (levee, floodwalls, erosion protection, closures, gates, outfall structure, etc). Issues identified as areas of interest in Task Item 1.C shall be visited and documented.

ENGINEER shall coordinate field inspection with CITY and provide 4 representatives for field inspection. Complete levee system inspection and document field notes and photo documentation. Document observed items of interest using a handheld GPS (location) and ground level photographs.

CITY: Provide access necessary for levee field inspection.

1.B.ii. Field Inspection Summary

ENGINEER shall complete a field inspection summary documenting inspection and findings. This report shall be included in the preliminary levee assessment summary.

CITY: Review final inspection summary and advise ENGINEER of any discrepancies.

SCOPE OF SERVICES  
DODGE CITY LEVEE ASSESSMENT – PHASE I  
September 05, 2008

**2. PRELIMINARY LEVEE ASSESSMENT CHECKLIST REVIEW**

The purpose of the Preliminary Levee Assessment Checklist Review is to determine additional data collection and analyses (with corresponding cost estimate) necessary to satisfy 44 CFR 65.10 requirements, considering information collected and reviewed in section 1 of this Scope of Services. Additional necessary data collection and analyses will be included in a future Phase II – Final Levee Assessment, and are not included in this initial Phase I.

Obvious levee system deficiencies discovered during this Phase I (not requiring any analysis) shall be documented and included in the Preliminary Levee Assessment Summary, with planning level cost estimates.

ENGINEER shall determine additional data collection and analyses (future Phase II tasks) necessary to satisfy 44 CFR 65.10, as required for the following checklist items:

- Design Criteria:
  - Freeboard
  - Closures
  - Embankment Protection
  - Embankment and Foundation Stability
  - Settlement Analysis
  - Interior Drainage
  
- Operation Plan (Levee):
  - Flood Warning System
  - Plan of Operation
  - Periodic Operation of Closures
  
- Interior Drainage Plan:
  - Flood Warning System
  - Plan of Operation
  - Manual Backup
  - Periodic Inspection
  
- Maintenance Plan
  
- Certified Levee As-Built Plan

**3. PRELIMINARY LEVEE ASSESSMENT SUMMARY**

3.A. Summarize Data Collected, Findings & Additional Tasks

ENGINEER shall provide Preliminary Levee Assessment Summary documenting the data collected, preliminary findings, and additional data collection and analyses necessary to satisfy 44 CFR 65.10 requirements. Estimated cost of providing additional (future Phase II) data collection and analyses shall be included.

Obvious levee system deficiencies discovered during these Phase I tasks (not requiring any analysis) shall be included, with planning level cost estimates.

SCOPE OF SERVICES  
DODGE CITY LEVEE ASSESSMENT – PHASE I  
September 05, 2008

3.B. Preliminary Levee Assessment Review Meeting

Purpose of the meeting is to review the Preliminary Levee Assessment process, findings, additional necessary data collection and analysis, recommendations and discussion of options (with planning level cost estimates) for the CITY.

ENGINEER shall attend meeting with 3 representatives, provide and discuss Preliminary Levee Assessment Summary, and provide meeting minutes.

CITY: Provide meeting facility and attend meeting with appropriate CITY staff to address discussion items.

**PHASE II (FUTURE) – FINAL LEVEE ASSESSMENT**

Phase II services will include additional data collection and analyses determined in Phase I (Preliminary Levee Assessment) as necessary to satisfy requirements of 44 CFR Section 65.10. Phase II services are not included in this initial Phase I agreement.

<b>LUMP SUM FEE SUMMARY</b>						
Scope Item	Task Description	Total Labor Cost	Direct Expense	Task Sub-Totals	Subconsultant Cost	Total Fee (Lump Sum)
1.A.	Records Collection and Review	\$3,341.80	\$298.00	\$3,639.80	\$2,000.00	\$5,639.80
1.B.	Field Inspection	\$6,662.04	\$1,032.50	\$7,694.54	\$8,800.00	\$16,494.54
2.	Preliminary Levee Assessment Checklist Review	\$8,682.52	\$0.00	\$8,682.52	\$4,400.00	\$13,082.52
3.A.	Prelim Levee Assessment Summary	\$6,357.12	\$50.00	\$6,407.12	\$1,400.00	\$7,807.12
3.B.	Prelim Levee Assessment Review Meeting	\$2,239.16	\$876.00	\$3,115.16	\$1,000.00	\$4,115.16
<b>PROJECT TOTALS</b>		\$27,282.64	\$2,256.50	\$29,539.14	\$17,600.00	\$47,139.14

Use \$47,139

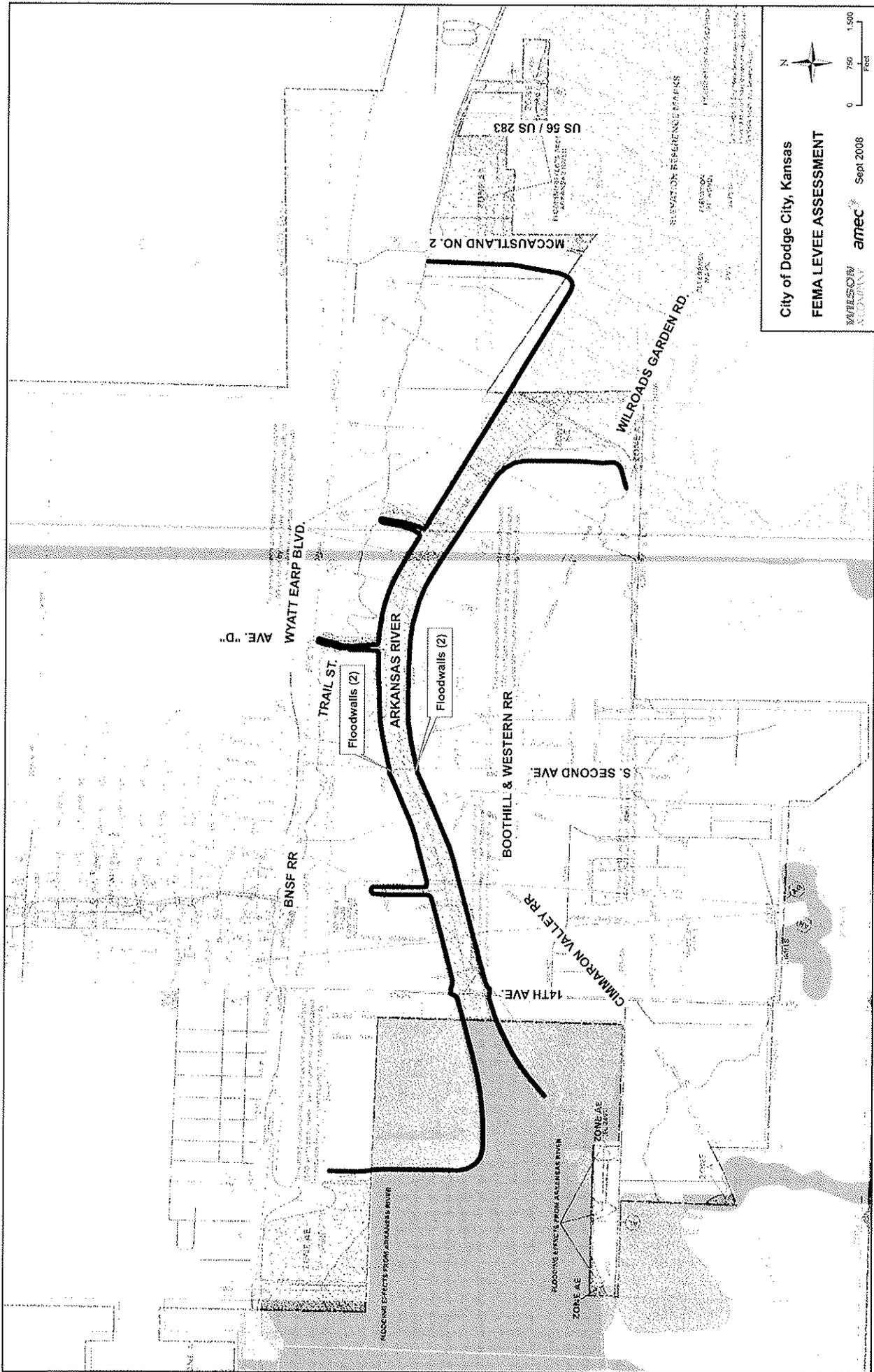
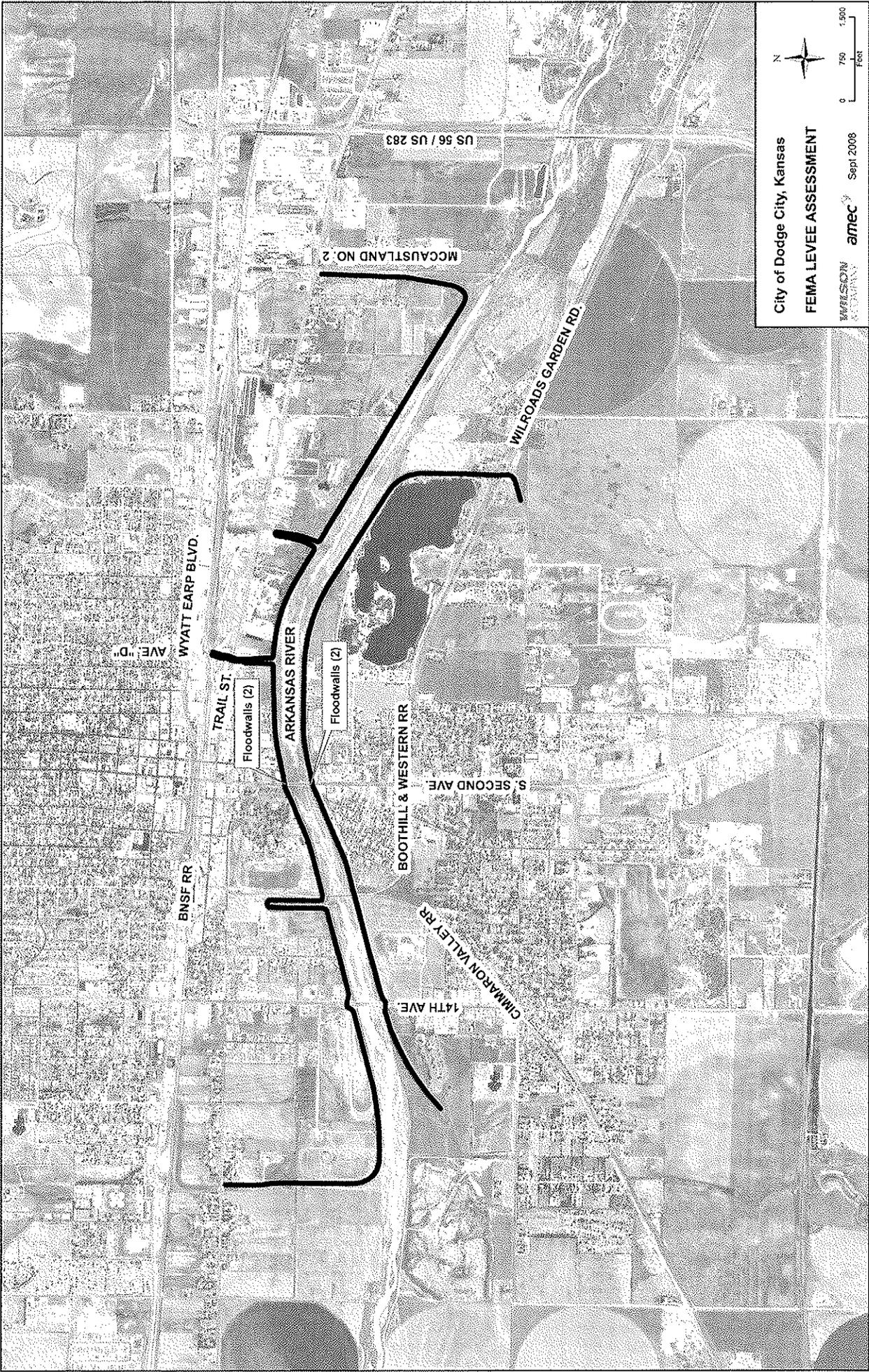


FIGURE 1.



City of Dodge City, Kansas  
 FEMA LEVEE ASSESSMENT

WILKINSON  
 COMPANY  
 amec  
 Sept 2008

FIGURE 2.

# City of Dodge City

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## Memorandum

September 10, 2008

TO: Ken Strobel  
City Manager

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

RE: Profession Service to -  
Update city Stormwater Master Plan

### BACK ROUND:

The city's current Drainage Design Manual was prepared in 1985. The current Drainage Master Plan was prepared in 1986. While much of the information is still valuable, the city has grown outside of the study area. In additions, new requirements by both the Federal and the State Governments have made some of the designs standards obsolete.

### CONSIDERATION:

Given the growth the city has undergone in the last 20 years, and with project growth that will occur with the building of the casino, staff felt that we needed to update our design standard, and our master plan. Wilson & Company was asked to provide a scope of services to update these programs for the city. They have suggested a two phase project.

#### Phase I

- Consider and address the preliminary FEMA Flood insurance maps
- Engineering needs for the city's levee interview drainage analysis required to satisfy our PAL agreement with FEMA.

#### Phase II (Future Agreement)

Prepare Final Stormwater Master Plan based on finding from Phase I.

---

**Recommendation:**

Staff is very interested in updating our current master plan and design standards.

Given that we must also assess the current river levee protection to satisfy FEMA,

for Professional Services with Wilson & Company in the amount of \$14,179. Funds for this project will be taken from the drainage fund.

Should you have any questions, please let me know.

JF/mjr

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STANDARD FORM OF AGREEMENT  
BETWEEN  
CITY AND ENGINEER  
FOR  
PROFESSIONAL SERVICES

This is an Agreement, made as of \_\_\_\_\_, 2008, between the City of Dodge City, Kansas (CITY) and Wilson & Company, Inc., Engineers & Architects (ENGINEER).

CITY intends to develop a current Stormwater Master Plan that CITY Staff can utilize to plan needed improvements to the CITY's existing stormwater infrastructure, manage future stormwater infrastructure as the CITY continues to develop, and enforce current stormwater standards and criteria for new development within the CITY.

The previously completed Dodge City Stormwater Master Plan, completed in 1986, shall be considered and shall be utilized for currently applicable information.

This study shall consider and address the following:

- A. The preliminary FEMA Flood Insurance Rate Maps for the City of Dodge City.
- B. Engineering needs for the Dodge City Levee interior drainage analysis required to satisfy the CITY's Provisionally Accredited Levee (PAL) agreement with FEMA.

The project may require extensive engineering analysis, such as surveying, hydrology, hydraulic modeling and public involvement. Due to the uncertainty of the final scope of work required for the Stormwater Master Plan, ENGINEER recommends that project be completed in the following two (2) phases:

- A. Phase I (Included in this Agreement) - Establish Stormwater Criteria and Preliminary Review (FEMA FIRM's, Previously Completed Master Plan, Current Master Plan Needs).
- B. Phase II (Future Agreement Addendum) – Final Stormwater Master Plan Project based on findings from Phase I.

CITY and ENGINEER in consideration of their mutual covenants herein agree in respect to the performance of professional engineering services by ENGINEER and the payment for those services by CITY as set forth below.

**SECTION 1 - BASIC SERVICES OF ENGINEER**

**Phase I: Criteria and Preliminary Review**

**1. Establish Criteria for Stormwater Management.**

- A. Engineer shall develop stormwater management criteria that addresses the following:

- Hydrologic Criteria (methods, coefficient values, rainfall intensities, design frequency storm events, land use variables, hydrograph methods)
  - Hydraulic Criteria (methods for determining required infrastructure sizes, coefficient values, allowable sizes, structure type requirements, open channel and bridge modeling, detention basin requirements)
  - Reference CITY's Construction Site Best Management Practices (BMP's) Manual.
  - Reference CITY's Post Construction BMP Manual (if applicable).
- B. Engineer shall review document developed in 1.A. with CITY Staff via a teleconference. Engineer shall provide CITY a draft of the document at least 7 days prior to meeting.
- C. Engineer shall revise the document to reflect comments received in 1.B. and submit final Dodge City Stormwater Management Criteria document.

## **2. Preliminary Review (FEMA FIRM's & Master Plan Needs)**

- A. Engineer shall obtain GIS and supporting Engineering Data for FEMA's Preliminary Flood Insurance Rate Maps (FIRM's) from the Kansas Division of Water Resources (KS DWR). Engineer shall make one trip to the KS DWR office in Topeka if necessary.

Engineer shall review FEMA maps and supporting data and identify any obvious errors or omissions.

Engineer shall provide a memo summary of the review and findings.

- B. Engineer shall review the previously completed Dodge City Stormwater Master Plan (1986) and levee assessment needs for an interior drainage system study. Engineer shall identify areas of the previous study that are no longer applicable, considering topography and criteria utilized in the previous study.

Engineer shall provide a memo summary of the review and findings.

- C. Engineer shall review the information from items 2.A. and 2.B. and identified appropriate scope items for the Stormwater Master Plan project (future Phase II).

## **SECTION 2 - ADDITIONAL SERVICES OF ENGINEER**

### **2.1. Services Requiring Authorization in Advance.**

If authorized in writing by CITY, ENGINEER shall furnish or obtain from others Additional Services of the types listed in paragraphs 2.1.1 through 2.1.4, inclusive. These services are not

included as part of Basic Services. These Additional Services will be paid for by CITY as indicated in Section 5.

2.1.1. Services resulting from significant changes in the general scope, extent or character of the Project or its design including, but not limited to, changes in size, complexity, CITY's schedule, and revising previously accepted studies, reports, design documents or Contract Documents when such revisions are required by changes in laws, rules, regulations, ordinances, codes or orders enacted subsequent to the preparation of such studies, reports or documents, or are due to any other causes beyond ENGINEER's control.

2.1.2. Furnishing services of independent professional associates and consultants for other than Basic Services for customary civil engineering, surveying, and geotechnical design; and providing data or services when CITY employs ENGINEER to provide such data or services in lieu of furnishing the same.

2.1.3. Providing any type of engineering surveys.

2.1.4. Additional services in connection with the Project, including services which are to be furnished by CITY in accordance with Section 3, and services not otherwise provided for in this Agreement.

**2.2. Required Additional Services.** If CITY desires to complete Phase II – Final Stormwater Master Plan, following the completion of Phase I, ENGINEER shall provide CITY with an Agreement Addendum proposal for Phase II services at that time.

### **SECTION 3 - CITY'S RESPONSIBILITIES**

CITY shall do the following so as not to delay the services of ENGINEER:

- 3.1. Designate a person to act as CITY's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define CITY's policies and decisions with respect to ENGINEER's services for the Project.
- 3.2. Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the Project as described in Attachment 1.
- 3.3. Arrange for access to and make all provisions for ENGINEER to enter upon public and private property as required for ENGINEER to perform services under this Agreement.
- 3.4. Examine all submittals presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as CITY deems appropriate for such examination and render in writing decisions pertaining thereto so as not to delay the services of ENGINEER.

- 3.5. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as CITY may require or ENGINEER may reasonably request with regard to legal issues pertaining to the Project.
- 3.6. Give prompt written notice to ENGINEER whenever CITY observes or otherwise becomes aware of any development that affects the scope or timing of ENGINEER's services.
- 3.7. Furnish, or direct ENGINEER to provide, Additional Services as stipulated in Section 2 of this Agreement or other services as required.
- 3.8. Bear all costs incident to compliance with the requirements of this Section 3.

#### **SECTION 4 - PERIODS OF SERVICE**

- 4.1. The provisions of this Section 4 and the various rates of compensation for ENGINEER's services provided for elsewhere in this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of Phase I. ENGINEER's obligation to render services hereunder will extend for a period which may reasonably be required. If specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided and if such dates are exceeded through no fault of ENGINEER, all rates, measures and amounts of compensation provided herein shall be subject to equitable adjustment.
- 4.2. Contingent upon Notice to Proceed being provided to ENGINEER by September 26, 2008, the services described in Section 1 (Phase I) shall be completed by December 31, 2008.

#### **SECTION 5 - PAYMENTS TO ENGINEER, LUMP SUM FEE METHOD OF PAYMENT**

##### **5.1. Methods of Payment for Services and Expenses of ENGINEER.**

5.1.1. For Basic Services. CITY shall pay ENGINEER for Basic Services rendered under Section 1 as follows:

5.1.1.1. Fee and Method of Payment. For the services described herein, the CITY agrees to pay the ENGINEER on a lump sum basis. The total payment amount shown below shall not be exceeded without authorization by the CITY. Payments shall compensate the ENGINEER for all labor costs, reimbursable expenses, sub-consultant costs, overhead costs and profit.

TOTAL PAYMENT to the ENGINEER for the services included in Section 1 shall be \$ 14,179.00 (Fourteen Thousand, One Hundred, Seventy-Nine Dollars), as illustrated in Attachment 1 of this agreement.

## **5.2. Times of Payments.**

5.2.1. ENGINEER shall submit statements at four-week intervals for Basic and Additional Services rendered. The charge on account of the lump sum fee will be based upon ENGINEER's percent complete at the time of billing of the total services to be completed. CITY shall submit payment to ENGINEER within 30 days of receipt of invoice.

## **5.3. Other Provisions Concerning Payments.**

5.3.1. In the event of termination by CITY under paragraph 7.1 upon the completion of any phase of the Basic Services, progress payments due ENGINEER for services rendered through such phase shall constitute total payment for such services. In the event of such termination by CITY during any phase of the Basic Services, ENGINEER also will be reimbursed for the charges of independent professional associates and consultants employed by ENGINEER to render Basic Services, and paid for services rendered during that phase on the basis of ENGINEER's percent complete at the time of termination by ENGINEER's principals and employees engaged directly on the Project. In the event of any such termination, ENGINEER will be paid for all unpaid Additional Services that had been previously authorized in writing by CITY.

## **SECTION 6 - OPINIONS OF COST**

### **6.1. Opinions of Cost.**

6.1.1. Since ENGINEER has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, ENGINEER's opinion of probable Construction Cost provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's best judgment as an experienced and qualified professional engineer, familiar with the construction industry; but ENGINEER cannot and does not guarantee that proposals, bids or actual Total Project or Construction Costs will not vary from opinions of probable cost prepared by ENGINEER. If prior to the Bidding or Negotiating Phase, CITY wishes greater assurance as to Total Project or Construction Costs, CITY shall employ an independent cost estimator as provided in paragraph 3.7.

## **SECTION 7 - GENERAL CONSIDERATION**

### **7.1. Termination.**

7.1.1. The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

### **7.2. Reuse of Documents.**

7.2.1. All documents prepared or furnished by ENGINEER (and ENGINEER's independent professional associates and consultants) pursuant to this Agreement are instruments of service in respect of the Project and ENGINEER shall retain an ownership and property interest therein whether or not the Project is completed. CITY may make and retain copies for information and reference in connection with the use and occupancy of the Project by CITY and others; however, such documents are not intended or represented to be suitable for reuse by CITY or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by ENGINEER for the specific purpose intended will be at CITY's sole risk and without liability or legal exposure to ENGINEER, or to ENGINEER's independent professional associates or consultants, and CITY shall indemnify and hold harmless ENGINEER and ENGINEER's independent professional associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle ENGINEER to further compensation at rates to be agreed upon by CITY and ENGINEER.

### **7.3. Insurance.**

#### 7.3.1. Commercial General Liability

The ENGINEER shall provide public liability insurance coverage in an amount no less than \$500,000 covering the liability of the ENGINEER on an occurrence basis. The insurer must be acceptable to the CITY.

#### 7.3.2. Automobile Liability

The ENGINEER shall provide coverage protecting the ENGINEER against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle. Required minimum limits: \$500,000 each accident, or a combined total of \$1,000,000.

#### 7.3.3. Workers Compensation

Before beginning work, the ENGINEER shall furnish to the CITY satisfactory proof that he has taken out, for the period covered by the work under this contract, full workers' compensation coverage as required by state law for all persons who he may employ directly in carrying out

the work contemplated under this contract, and shall hold the CITY free and harmless for all personal injuries of all persons who the ENGINEER may employ directly.

#### 7.3.4. Professional Liability - Errors and Omissions

The ENGINEER shall provide Architects or Engineers Professional Liability Insurance with limits not less than \$1,000,000, covering the liability of the ENGINEER. The insurer must be acceptable to the CITY. In the event coverage provided is claims made coverage, the insurance shall be maintained for a period of not less than three (3) years after completion of the contract or in lieu thereof purchase of tail coverage (extended reporting period) under which the CITY shall be afforded protection.

#### 7.3.5. Certificate(s) of Insurance

Certificate(s) of Insurance acceptable to the CITY shall be filed with the CITY at the time the contract between the CITY and the ENGINEER is executed, if requested by CITY. These certificates shall contain a provisions that coverage that is afforded under the policies will not be cancelled until at least thirty (30) days prior written notice has been given to the CITY and acknowledged.

#### 7.3.6. Notice of Claim

The ENGINEER, upon receipt of notice of any claim in excess of \$1,000 in connection with this contract shall promptly notify the CITY, providing full details thereof, including an estimate of the amount or loss of liability.

#### 7.3.7 Indemnification Clause

The ENGINEER agrees to indemnify and save harmless the CITY, its officials, servants, officers, directors and employees from and against all expenses and judgments for personal injury or death or damage to property where, and to the extent caused by the ENGINEER's negligent acts, errors or omissions.

### **7.4. Controlling Law.**

7.4.1. This Agreement is to be governed by the law of the State of Kansas.

### **7.5. Successors and Assigns.**

7.5.1. CITY and ENGINEER each is hereby bound and the partners, successors, executors, administrators and legal representatives of CITY and ENGINEER (and to the extent permitted by paragraph 7.5.2 the assigns of CITY and ENGINEER) are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.

7.5.2. Neither CITY nor ENGINEER shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any

assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent ENGINEER from employing such independent professional associates and consultants as ENGINEER may deem appropriate to assist in the performance of services hereunder.

7.5.3. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CITY and ENGINEER, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of CITY and ENGINEER and not for the benefit of any other party.

This Agreement (consisting of pages 1 to 7, Attachments 1 and 2, and Figure 1, inclusive) (13 total pages) constitutes the entire agreement between CITY and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY:

City of Dodge City, Kansas  
806 N. Second Ave.  
P.O. Box 880  
Dodge City, KS 67801  
620-225-8106

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

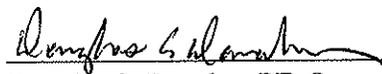
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

ENGINEER:

Wilson & Company, Inc.,  
Engineers & Architects  
903 E. 104<sup>th</sup> St, Suite 200  
Kansas City, MO 64131  
816-701-3100

  
\_\_\_\_\_  
Douglas G. Danaher, PE, Operation Manager  
Doug.Danaher@wilsonco.com

  
\_\_\_\_\_  
Bill Legge, PE, Project Manager  
Bill.Legge@wilsonco.com

<b>LUMP SUM FEE SUMMARY</b>						
Scope Item	Task Description	Total Labor Cost	Direct Expense	Task Sub-Totals	Subconsultant Cost	Total Fee (Lump Sum)
1.	ESTABLISH CRITERIA FOR STORMWATER MANAGEMENT	\$7,022.40	\$75.00	\$7,097.40	\$0.00	\$7,097.40
2.	PRELIMINARY REVIEW (FEMA FIRM's & Master Plan Needs)	\$6,797.56	\$284.50	\$7,082.06	\$0.00	\$7,082.06
<b>PROJECT TOTALS</b>		\$13,819.96	\$359.50	\$14,179.46	\$0.00	\$14,179.46

Use \$14,179