

CITY COMMISSION AGENDA

City Commission Chambers
Monday, November 17, 2008 7:00 p.m.
MEETING #4734

CALL TO ORDER

ROLL CALL

INVOCATION: Ada Bogart

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, November 3, 2008
2. Approval of City Commission Meeting minutes, November 3, 2008
3. Appropriation Ordinance No. 22, November 17, 2008
4. Cereal Malt Beverage License
 - a. King Kwik Mart, 510 E Wyatt Earp, Dodge City
5. Approval of Professional Service for Well & Pump Service for Water Well No. 24
6. Approval of Contract for Water Service for County Resident

ORDINANCES & RESOLUTIONS

Ordinance No. 3466: An Ordinance Adding to Chapter 13 of the City of Dodge City Municipal Code a New Article 6, Implementing the National Pollution Discharge Elimination System and Establishing Regulations for Discharges into the Sewers of the City and Providing for Enforcement Thereof and Penalties for Violation Thereof.

Resolution No. 2008-19: Year End Bonus

UNFINISHED BUSINESS

NEW BUSINESS

Purchase Option for Portion of Rost Property. Presented by Joe Finley, Director of Engineering Services

Contract for Professional Services with PEC for the Waste Water Treatment Plant. Presented by Joe Finley, Director of Engineering Services.

Southwest Kansas Regional Cooperative Agreement. Presented by Ken Strobel, City Manager.

OTHER BUSINESS

EXECUTIVE SESSION: Discussion of Personnel Matters

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES
City Commission Chambers
Monday, November 3, 2008 6:00 p.m.
MEETING #4732

CALL TO ORDER

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

NEW BUSINESS: Discussion of Building and Construction Codes

ADJOURNMENT: was on a motion by Commissioner Sowers, seconded by Commissioner Weber. The motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION AGENDA

City Commission Chambers
Monday, November 3, 2008 7:00 p.m.
MEETING #4733

CALL TO ORDER

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

INVOCATION: by Ada Bogart

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Hospice and National Health Care Proclamation presented to Carolyn Eichman

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, October 20, 2008
2. Appropriation Ordinance No. 21, November 3, 2008
3. Cereal Malt Beverage License
 - a. Presto Convenience Stores, LLC, 2615 E. Trail Street
 - b. South Dodge Shamrock, 302 S. 2nd Ave
4. Approval of Change Order 1 for the 2008 Manhole Rehabilitation Project

Commissioner Sowers moved to approve the Consent Calendar, Commissioner Weber seconded the motion. Motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3465: An Ordinance Adopting the Building and Construction Codes for the City of Dodge City, and adding the effective date of November 1, 2009 in Section 3 of the ordinance was approved on a motion by Commissioner Weber, seconded by Commissioner Broeckelman. The motion carried unanimously.

Resolution No. 2008-18: Resolution Authorizing the Offering for Sales of General Obligation Bonds, Series 2008-A and Temporary Notes, Series 2008-1 of the City of Dodge City, Kansas was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. The motion carried unanimously.

NEW BUSINESS

Appointment of Mike Mariche to the Park and Recreation Advisory Board was made on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried unanimously.

OTHER BUSINESS

Ken Strobel. Reported on a meeting Mike Klein, Commissioner Weber and he attended with Chamber of Commerce representation from Dodge City, Salina and Overland Park. Kick off for hospitality program, a presentation by Scott the Nametag Guy, was held last week and attended by more than 400 citizens. A joint City/County meeting to discuss CFAB budget and appointment to fill a vacancy on the CFAB will need to be scheduled. Cherise, Brad Ralph, Glen Kerbs, Ken met to discuss City/County issues. Tri-City meeting is in Liberal this Wednesday.

Commissioner Weber discussed the League of Kansas Municipalities session he attended in Garden City.

Commissioner Sherer encouraged everyone to look at the new athletic fields at the former Saint Mary of the Plains campus.

Commissioner Broeckelman asked about status of West Wyatt Earp and 14th Avenue.

Commissioner Sowers thanked Greg Starks for all of his service to CFAB and the community.

At 7:40 p.m. Commissioner Sherer moved, Commissioner Weber seconded to adjourn to executive session not to exceed 30 minutes to discuss non-elected personnel. The motion carried unanimously.

The meeting reconvened at 8:10 p.m.

ADJOURNMENT: on a motion by Commissioner Sherer, seconded by Commissioner Weber. Motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST

Nannette Pogue, City Clerk

Memorandum

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

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

Date: November 12, 2008

RE: Well 24 – South Well Field

Background

Well 24 was constructed as a part of the South Well Field to supply National Beef with the necessary water to meet their needs. Recently, we have had issues with the screens and flow meter plugging with sand. Late last week Ken Zielke was investigating the problem when the pump seized due to the amount of sand that was being pumped. At this time, we are not sure what is wrong with the well, but the amount and type of sand lead us to believe that we may either have a hole in the casing or some type of separation in the column pipe.

Recommendation

Staff has received a proposal from Layne-Western to remove the entire pump, bail the well, camera the casing, and repair the turbine pump assembly. The work will be performed for \$14,420. Depending on what the video inspection reveals and what damage has been done to the pump, there may be additional charges to rehabilitate the well. Staff would recommend proceeding with this work.

Should you have any questions, please let me know.

JF/mjr

November 7, 2008

City of Dodge City
806 2nd Ave.
Dodge City, Kansas 67801

Attn: Ken Zielke

Re: Well and Pump Inspection Services – Water Well No. 24 – South Well Field

Dear Ken:

Layne Western is pleased to provide you with a proposal for well and pump services. The following shall serve as clarification as to what Layne Western can provide.

At the present time, we are experiencing some sand within the discharge water when this pump is in operation. It is suggested that we set up and remove the entire pump assembly from well and measure present well depth. We may need to bail the well to remove any sand material and obtain original well depth @ 255 feet.

A Down Hole Television survey will be performed to visually inspect, from top to bottom, the interior of the well casing and screen. This survey will verify if any damage may have occurred, indicate any holes in the well casing or screen and determine overall well structural integrity.

The existing pump assembly will be loaded onto Layne’s trailer and delivered to our facility in Wichita. A complete inspection of the pump will be performed to determine what pump components if any are in need of replacement. A complete pump inspection report itemizing needed components will be generated and submitted to the City for review. After City approved the inspection report then Layne will proceed with needed repairs. Pricing for services is as follows.

Well and Pump Services

Mobilization / Demobilization:

Fuel – 150 miles x \$ 3.50/mile x 4 ways.....	\$ 2,100.
Labor - \$ 185./hour x 3 hours x 4 ways.....	\$ 2,220.

Labor:

Set up, remove existing turbine pump assembly from well, bail well and load material onto trailer.	
\$ 185./hour x 14 hours.....	\$ 2,590.



Perform Down Hole Television Survey, lump sum.....\$ 1,500.

Installation of repaired turbine pump assembly into well 24.
\$ 185./hour x 14 hours.....\$ 2,590.

Shop: Load material and equipment, dismantle pump, complete inspection,
order material and reassemble pump.. \$ 95./hour x 36 hours.....\$3,420.

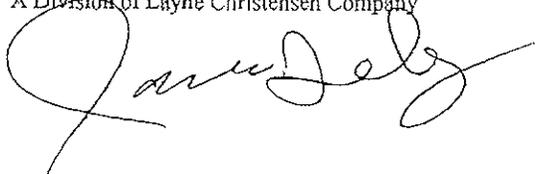
Material:

Until a complete inspection of pump is performed it is undetermined as to
need pump components, City will be informed with written report... To Be Determined

Total Price.....\$ 14,420.

The above pricing does not include applicable state and local taxes. If you have
questions or comments please contact our office. If the City agrees with the above
mentioned services then please sign and date in the section below. Please fax or mail me
a copy of the signed proposal for our records. After receipt of signed proposal, Layne
will schedule work. Thank you.

Layne Western
A Division of Layne Christensen Company



James W. Seley, Sales Engineer

Approval by City of Dodge City Representative and Date



CONTRACT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and Jonw M. Solonen, hereinafter referred to as "Owner(s)", and who are the record Owner(s) of the following described property,

located in Ford County, Kansas: 1011 E Beacon
165 Bx 125

hereinafter referred to as "the premises".

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal water services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

Contract for Water Service

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NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City water system at its present location, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owners to access such public water extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public water service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public water system at such point or location. Should the City elect not to extend the water main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public water service as established by this agreement by attaching to such water lines which the Owners may install for service to the premises.

Owners further agree that they will pay public water rates as established by ordinance for (residential) (commercial) customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, petition the City to annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City and that Owners shall not withdraw this request for annexation. This request for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

Contract for Water Service

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The Owners understand and agree that if the present City water system is to be extended that all costs associated with such extension of said public water system to provide such water service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such water service is approximately, (\$ 1,000.00) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owners to the City in the following time and manner:

All tapping fees, meter installation and service line shall be paid once installation is complete and prior to water service being turned on.

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners water service line from the point of connection to the City public water system and that such Owners shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

SPECIAL CONDITIONS:

A licensed plumber shall make all hookups from the meter to house. All connections to existing well shall be terminated. City personnel shall verify that all connections have been terminated and no cross connections exist. Any cost for relocation of the service line due to any construction of Public Improvements shall be paid by owners. The City of Dodge City will not guarantee continued service.

Contract for Water Service

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THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **E. Kent Smoll**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

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John M. Solomen
Owner(s)

DATED this 12th day of November, 2008.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 12th day of November, A.D. 2008, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John M. Solomen

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Marilyn J. Ramirez
Notary Public

My Appointment Expires:



Memorandum

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

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

Date: November 13, 2008

*RE: Ordinance Implementing the National
Pollution Discharge Elimination System
(NPDES)*

BACKGROUND

In 1990 EPA developed Phase I of the NPDES Stormwater Program to address sources of stormwater pollution that had the greatest potential to negatively impact water quality. Under Phase I, EPA required a permit covering stormwater discharge from:

- Medium and Large municipalities having populations of 100,000 or more
- Eleven categories of Industrial Activities, which also included construction activities disturbing five or more acres of land

In 1999, Phase II of the rule was passed and required a permit covering stormwater discharge from:

- Small municipal separate storm sewers (MS4s)
- Construction activities with the potential to disturb one acre or more

Under the requirement for the City to obtain a NPDES Permit, the City had to develop a program comprising of six elements which include:

1. ***Public Education and Outreach***
Distributing educational materials and performing outreach to inform citizens about the impacts that polluted stormwater runoff discharges can have on water quality.
2. ***Public Participation/Involvement***
Providing opportunities for citizens to participate in program development and implementation, including effectively publicizing public hearings.

3. *Illicit Discharge Detection and Elimination*

Developing and implementing a plan to detect and eliminate illicit discharges to the storm sewer system (includes developing a system map and informing the community about hazards associated with illegal discharges and improper disposal of waste).

4. *Construction Site Runoff Control*

Developing, implementing, and enforcing an erosion and sediment control program for construction activities that disturb one or more acres of land (controls could include silt fences and temporary stormwater detention ponds).

5. *Post-Construction Runoff Control*

Developing, implementing, and enforcing a program to address discharges of post-construction stormwater runoff from new development and redevelopment areas. Applicable controls could include preventative actions such as protecting sensitive areas (e.g., wetlands) or the use of structural BMPs such as grassed swales or porous pavement.

6. *Pollution Prevention/Good Housekeeping*

Developing and implementing a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and techniques (e.g., regular street sweeping, reduction in the use of pesticides or street salt, or frequent catch-basin cleaning).

As a part of the City's permit, we have completed items 1 and 2. We are also developing programs for items 6. The City recently collaborated with 13 other communities to begin working on item 5 of our plan. The approval of this ordinance would meet the goals of items 3 and 4. Until 2007, KDHE handled the permitting and enforcement of all erosion control requirements. Starting in 2007, KDHE continued to handle the permitting, but made it the City's responsibility for enforcement of the regulation. Due to the complexity of the ordinance, staff chose to work with a consultant to help us draft an ordinance that would meet the requirements of EPA and KDHE.

Consideration

The City is required to implement an ordinance to control illicit discharge and construction site runoff. While we certainly understand that providing the proper techniques to control the runoff will result in an upfront cost to the developer, the cost to cleanup after each rain event is also a cost to the City and other property owners. If done properly and maintained during the project, the methods used can be very simple and can be used on future sites. As a part of the process, letters were sent to our licensed contractors and contractors that work on city projects asking for their input. I received two letters and one phone call regarding our proposed ordinance.

Recommendation

After much research and discussion, staff believes that this ordinance will satisfy the intent of EPA and KDHE and will bring the City into compliance with our NPDES Permit. As with any ordinance, we believe that we will have some challenges with education and with compliance with the intent of the requirements. However, several of our contractors currently work in other communities and for state agencies where this has been a requirement for some time and do a good job of complying. While we believe that this ordinance is a good starting point, we do believe that we will need to make modifications once we begin implementing the requirements. Therefore, staff would recommend approval of the ordinance as submitted. Should you have any questions, please let me know.

ORDINANCE NO. 3466

AN ORDINANCE ADDING TO CHAPTER 13 OF THE CITY OF DODGE CITY MUNICIPAL CODE A NEW ARTICLE 6, IMPLEMENTING THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM AND ESTABLISHING REGULATIONS FOR DISCHARGES INTO THE SEWERS OF THE CITY AND PROVIDING FOR ENFORCEMENT THEREOF AND PENALTIES FOR VIOLATION THEREOF.

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

Section 1.0 Repeal: Any ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 2.0 Amendment: A new Chapter 13, Article 6, STREETS, Sections 13-601 through 13-617, inclusive, is hereby adopted to read as follows:

13-601 General Provisions.

- A. **PURPOSE:** The purpose and objective of this chapter are as follows:
 - 1. To maintain and improve the quality of surface water and groundwater within the city;
 - 2. To prevent the discharge of contaminated stormwater runoff from industrial, commercial, residential, and construction sites into the municipal separate storm sewer system (MS4) and natural water ways within the city;
 - 3. To promote public awareness of the hazards involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers of the city;
 - 4. To encourage recycling of used motor oil and safe disposal of other hazardous consumer products;
 - 5. To facilitate compliance with state and federal standards and permits by owners of industrial and construction sites within the city;
 - 6. To enable the city to comply with all federal and state laws and regulations applicable to its NPDES permit for stormwater discharges.

- B. **ADMINISTRATION:** Except as other wise provide herein, the Director of Engineering Services, Chief Building Official, or other appointed representative, shall administer, implement and enforce the provisions of this chapter.

- C. **ABBREVIATIONS:** The following abbreviations when used in this chapter shall have the designated meanings:

- BMP - Best Management Practices
- CFR - Code of Federal Regulations
- EPA - U.S. Environmental Protection Agency

HHW -	Hazardous Household Waste
mg/l -	Milligrams per liter
MS4 -	Municipal Separate Storm Sewer System
NOI -	Notice of Intent
NOT -	Notice of Termination
NPDES-	National Pollutant Discharge Elimination System
PST -	Petroleum Storage Tank
SWPPP-	Stormwater Pollution Prevention Plan
USC -	United States Code

D. DEFINITIONS: Unless a provision explicitly states otherwise, the following terms and phrases, as used in this chapter, shall have the meanings hereinafter designated.

1. "Best Management Practices" (BMP) means schedule of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States or the city's MS4. Best management practices also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage areas. The BMP's required in this chapter will be sufficient to prevent or reduce the likelihood of pollutants entering storm sewers, ditches, or ponds.
2. "City" means the City of City of Dodge City, Kansas
3. "Commencement of construction" means the disturbance of soils associated with clearing, grading, or excavating activities or other construction activities.
4. "Commercial" means pertaining to any business, trade, industry, or other activity engaged in for profit.
5. "Construction general permit" See "Kansas General Permit for Stormwater Discharges from Construction Sites."
6. "Contractor" means any person or firm performing construction work at a construction site, including any general contractor and subcontractors. Also includes, but is not limited to, earthwork, paving, building, plumbing, mechanical, electrical, landscaping contractors, and material suppliers delivering materials to the site.
7. "Director" means the person appointed to the position of director of engineering services by the city manager, or his/her duly authorized representative. "Building Official" means the persons appointed to the position of chief building official by the city manager, or his/her duly authorized representative.
8. "Discharge" means any addition or introduction of any pollutant, stormwater, or any other substance whatsoever into the municipal separate storm sewer system (MS4) or into waters of the United States.
9. "Discharger" means any person who causes, allows, permits, or is otherwise responsible for, a discharge, including, without limitation, any owner of a construction site or industrial facility.
10. "Domestic sewage" means human excrement, gray water (from home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

11. "Earthwork" means the disturbance of soils on a site associated with clearing, grading, or excavation activities
12. "Environmental Protection Agency" (EPA) means the United States Environmental Protection Agency, the regional office thereof, any federal department, agency, or commission that may succeed to the authority of the EPA, and any duly authorized official of EPA or such successor agency.
13. "Extremely hazardous substance" means any substance listed in the appendices to 40 CFR Part 355, Emergency Planning and Notification
14. "Facility" means any building, structure, installation, process, or activity from which there is or may be a discharge of a pollutant.
15. "Fertilizer" means a substance or compound that contains an essential plant nutrient element in a form available to plants and is used primarily for its essential plant nutrient element content in promoting or stimulating growth of a plant or improving the quality of a crop, or a mixture of two or more fertilizers.
16. "Final stabilization" means the status when all soil-disturbing activities at a site have been completed. This would establish a uniform perennial vegetative cover with a density of seventy percent coverage for unpaved areas and those not covered by permanent structures or equivalent permanent stabilization measures (by employing riprap, gabions, or geotextiles).
17. "Fire protection water" means any water, and any substances or materials contained therein, used by any person to control or extinguish a fire, or to inspect or test fire equipment.
18. "Garbage" means putrescible animal and vegetable waste materials from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.
19. "Harmful quantity" means the amount of any substance that will cause a violation of a State Water Quality Standard or any adverse impact to the city's drainage system.
20. "Hazardous household waste" (HHW) means any material generated in a household (including single and multiple residences) by a consumer which, except for the exclusion provided in 40 CFR Section 261.4(b)(1), would be classified as a hazardous waste under 40 CFR Part 261.
21. "Hazardous substance" means any substance listed in Table 302.4 of 40 CFR Part 302.
22. "Hazardous waste" means any substance identified or listed as a hazardous waste by the EPA pursuant to 40 CFR Part 261.
23. "Hazardous waste treatment, disposal, and recovery facility" means all contiguous land, and structures, other appurtenances and improvements on the land used for the treatment, disposal, or recovery of hazardous waste.
24. "Individual building sites" means and includes sites of building construction or earthwork activities that are not a part of a new subdivision development and any individual lot within a newly developing subdivision.
25. "Industrial General Permit." See "Kansas General Permit for Stormwater Discharges Associated with Industrial Activity."
26. "Industrial waste" means any waterborne liquid or solid substance that result from any process of industry, manufacturing, mining, production, trade, or business.

27. "Industry" means and includes: (a) municipal landfills; (b) hazardous waste treatment, disposal, and recovery facilities; (c) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their Standard Industrial Classification or narrative description; and (d) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity.
28. "Kansas General Permit for Stormwater Discharges Associated with Industrial Activity" and "Industrial general permit" mean the industrial general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.
29. "Kansas General Permit for Stormwater Discharges from Construction Sites and "Construction General Permit" mean the construction general permit issued by KDHE and any subsequent modifications or amendments thereto, including group permits.
30. "Landfill" means an area of land or an excavation in which municipal solid waste is placed for permanent disposal, and which is not a land treatment facility, a surface impoundment, or an injection well.
31. "Municipal separate storm sewer system" (MS4) means the system of conveyances, (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) owned and operated by the city and designed or used for collecting or conveying stormwater, and which is not used for collecting or conveying sewage.
32. "Municipal solid waste" means solid waste resulting from or incidental to municipal, community, commercial, institutional, or recreational activities, and includes garbage, rubbish, ashes, street cleanings, dead animals, abandoned automobiles, and other solid waste other than industrial waste.
33. "NPDES permit" means for the purpose of this chapter, this is a permit issued by EPA or the state of Kansas that authorizes the discharge of stormwater pollutants to waters of the United States, whether the permit is applicable on an individual, group, or general area-wide basis.
34. "Nonpoint source" means the source of any discharge of a pollutant that is not a point source.
35. "Notice of intent" (NOI) means the notice of intent that is required by either the industrial general permit or the construction general permit.
36. "Notice of termination" (NOT) means the notice of termination that is required by either the industrial general permit or the construction general permit.
37. "Notice of violation" means a written notice provided to the owner or contractor detailing any violations of this chapter and any clean-up action expected of the violators.
38. "Oil" means any kind of oil in any form, including but not limited to: petroleum, fuel oil, crude oil or any fraction thereof, which is liquid at standard conditions of temperature and pressure, sludge, oil refuse, and oil mixed with waste.
39. "Owner" means the person who owns a facility, part of a facility, or land.
40. "Person" means any individual, partnership, co-partnership, firm, company, corporation, association, joint stock company, trust, estate, governmental entity, or

- any other legal entity; or their legal representatives, agents, or assigns, including all federal, state, and local governmental entities.
41. "Pesticide" means a substance or mixture of substances intended to prevent, destroy, repel, or migrate any pest, or substances intended for use as a plant regulator, defoliant, or desiccant.
 42. "Petroleum product" means a petroleum product that is obtained from distilling and processing crude oil and that is capable of being used as a fuel for the propulsion of a motor vehicle, or aircraft, including motor gasoline, gasohol, other alcohol blended fuels, aviation gasoline, kerosene, distillate fuel oil, and #1 and #2 diesel.
 43. "Petroleum storage tank" (PST) means anyone or combination of aboveground or underground storage tanks that contain petroleum product and any connecting underground pipes.
 44. "Point source" means any discernable, confined, and discrete conveyance including, but not limited to: any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.
 45. "Pollutant" means dredged spoil, spoil waste, incinerator residue, sewage, garbage, sewage sludge, munitions, chemical waste, biological materials, radioactive materials, heat, wrecked or discarded equipment, rock, sand, soil, yard waste, hazardous household wastes, used motor oil, anti-freeze, litter, and industrial, municipal, and agricultural waste discharged into water.
 46. "Pollution" means the alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.
 47. "Qualified personnel" means persons who possess the required certification, license, or appropriate competence, skills, and ability as demonstrated by sufficient education, training, and/or experience to perform a specific activity in a timely and complete manner consistent with the regulatory requirements and generally accepted industry standards for such activity
 48. "Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the municipal separate storm sewer system (MS4) or the waters of the United States.
 49. "Reportable quantity" (RQ) means, for any hazardous substance, the quantity established and listed in Table 302.4 of 40 CFR Part 302; for any extremely hazardous substance, the quantity established in 40 CFR Part 355.
 50. "Rubbish" means nonputrescible solid waste, excluding ashes, that consist of: (a) combustible waste materials, including paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; and (b) noncombustible waste materials, including glass, crockery, tin cans, aluminum cans, metal furniture, and similar materials that do not burn at ordinary incinerator temperatures (one thousand six hundred to one thousand eight hundred degrees Fahrenheit).

51. "Sanitary sewer" means the system of pipes, conduits, and other conveyances which carry industrial waste and domestic sewage from residential dwellings, commercial buildings, industrial and manufacturing facilities, and institutions, whether treated or untreated, to the city sewage treatment plant (and to which stormwater, surface water, and groundwater are not intentionally admitted).
52. "Septic tank waste" means any domestic sewage from holding tanks such as vessels, chemical toilets, campers, trailers, and septic tanks.
53. "Service station" means any retail establishment engaged in the business of selling fuel for motor vehicles that is dispensed from pumps.
54. "Sewage" means the domestic sewage and/or industrial waste that is discharged into the city sanitary sewer system and passes through the sanitary sewer system to the city sewage treatment plant for treatment.
55. "Site" means the land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.
56. "Solid waste" means any garbage, rubbish, refuse, sludge from a waste treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material including: solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, agricultural operations, and community and institutional activities.
57. "State" means the state of Kansas.
58. "Stormwater" means stormwater runoff, snowmelt runoff, and surface runoff and drainage.
59. "Stormwater discharge associated with industrial activity" means the discharge from any conveyance which is used for collecting and conveying stormwater and which is directly related to manufacturing, processing, or raw materials storage areas at an industrial plant which is listed as one of the categories of facilities in 40 CFR Section 122.26(b) (14), and which is not excluded from EPA's definition of the same term.
60. "Stormwater pollution prevention Plan" (SWPPP) means a plan required by an NPDES stormwater permit and which describes and ensures the implementation of practices that are to be used to reduce the pollutants in stormwater discharges associated with construction or other industrial activity.
61. "Subdivision development" means and includes activities associated with the platting of any parcel of land into two or more lots and includes all construction activity taking place thereon.
62. "Used oil (or used motor oil)" means any oil that has been refined from crude oil or a synthetic oil that, because of use, storage, or handling; has become unsuitable for its original purpose because of impurities or the loss of original properties.
63. "Water of the state" (or water)" mean any groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, marshes, inlets, canals, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or inside the jurisdiction of the state.
64. "Water quality standard" means the designation of a body or segment of surface water in the state for desirable uses and the narrative and numerical criteria deemed by the state to be necessary to protect those uses.

65. "Waters of the United States" means all waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and the flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of "waters of the United States" at 40 CFR Section 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the Federal Clean Water Act.
66. "Wetland" means any area that is inundated or saturated by surface or groundwater at a frequency and duration sufficient to support, and that under normal circumstances does support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas.
67. "Yard waste" means leaves, grass clippings, yard and garden debris, and brush that result from landscaping maintenance and land-clearing operations.

13-602 GENERAL PROHIBITION:

- A. No person shall introduce or cause to be introduced into the municipal separate storm sewer system (MS4) any discharge that is not composed entirely of stormwater, except as allowed in subsection B.
- B. The following nonstormwater discharges are deemed acceptable and not a violation of this section:
 1. A discharge authorized by, and in full compliance with, an NPDES permit (other than the NPDES permit for discharges from the MS4);
 2. A discharge or flow resulting from emergency fire fighting;
 3. A discharge or flow of fire protection water that does not contain oil or hazardous substances or materials;
 4. A discharge from water line flushing;
 5. A discharge or flow from lawn watering, landscape irrigation, or other irrigation water;
 6. A discharge or flow from a diverted stream flow or natural spring;
 7. A discharge or flow from uncontaminated pumped groundwater or rising groundwater;
 8. Uncontaminated groundwater infiltration;
 9. Uncontaminated discharges or flow from a foundation drain, crawl space pump, footing drain, or sump pump;
 10. A discharge or flow from a potable water source not containing any harmful substance or material from the cleaning or draining of a storage tank or other container;
 11. A discharge or flow from air conditioning condensation that is unmixed with water from a cooling tower, emissions scrubber, emissions filter, or any other source of pollutant;
 12. A discharge or flow from individual residential car washing;

13. A discharge or flow from a riparian habitat or wetland or natural spring;
 14. A discharge or flow from water used in street washing that is not contaminated with any soap, detergent, degreaser, solvent, emulsifier, dispersant, or any other harmful cleaning substance;
 15. A discharge that is a result of an emergency condition to mitigate damage to life or property;
 16. Stormwater runoff from a roof that is not contaminated by any runoff or discharge from an emissions scrubber or filter or any other source of pollutant;
 17. Swimming pool water, excluding filter backwash; that has been dechlorinated so that it contains no harmful quantity of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
 18. Heat pump discharge waters (residential only).
- C. Notwithstanding the provisions of subsection B of this section, any discharge shall be prohibited by this section if the discharge in question has been determined by the Director of Engineering Services to be a source of pollutants to the waters of the United States or to the MS4, written notice of such determination has been provided to the discharger, and the discharge has continued or occurred more than ten days after such notice has been provided.

13-603 SPECIFIC PROHIBITIONS AND REQUIREMENTS:

- A. The specific prohibitions and requirements in this section are not necessarily inclusive of all the discharges prohibited by the general prohibition in Section 13-602
- B. No person shall introduce or cause to be introduced into the MS4 any discharge that causes or contributes to causing the city to violate a KDHE water quality standard, the city's NPDES stormwater permit, or any state-issued discharge permit for discharges from its MS4.
- C. No person shall dump, spill, leak, pump, pour, emit, empty, discharge, leach, dispose, or otherwise introduce or cause, allow, or permit to be introduced the following substances into the MS4, wetlands, waters of the state or other water bodies:
 1. Any used motor oil, antifreeze or any other petroleum product or waste;
 2. A harmful quantity of industrial waste;
 3. Any hazardous waste, including household hazardous waste
 4. Any domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
 5. Any garbage, rubbish, or yard waste;
 6. Wastewater that contains a harmful quantity of soap, detergent, degreaser, solvent, or surfactant based cleaner from a commercial carwash facility; from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus or heavy equipment, by a business or public entity that operates more than five such vehicles;
 7. Wastewater from the washing, cleaning, de-icing, or other maintenance of aircraft;
 8. Wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any harmful quantity of soap, detergent, degreaser, solvent, or any surfactant based cleaner;

9. Any wastewater from commercial floor, rug, or carpet cleaning;
 10. Any wastewater from the washdown or other cleaning of pavement that contains any harmful quantity of soap, detergent solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance; or any wastewater from the washdown or other cleaning of any pavement where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of such released material have been previously removed;
 11. Any effluent from a cooling tower, condenser, compressor, emissions scrubber, emission filter, or the blowdown from a boiler;
 12. Any ready-mixed concrete, mortar, ceramic, asphalt base material or hydromulch material, or discharge resulting from the cleaning of vehicles or equipment containing or used in transporting or applying such material;
 13. Any runoff, washdown water or waste from any animal pen, kennel, fowl or livestock containment area;
 14. Any filter backwash from a swimming pool or fountain;
 15. Any swimming pool water containing a harmful level of chlorine, muriatic acid or other chemical used in the treatment or disinfection of the swimming pool water or in pool cleaning;
 16. Any discharge from water line disinfection by super chlorination if it contains a harmful level of chlorine at the point of entry into the MS4 or waters of the United States;
 17. Any water from a water curtain in a spray room used for painting vehicles or equipment;
 18. Any contaminated runoff from a vehicle wrecking yard;
 19. Any substance or material that will damage, block, or clog the MS4; or
 20. Any release from a petroleum storage tank (PST), or any leachate or runoff from soil contaminated by leaking PST; or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST release, unless the discharge has received an NPDES permit from the state.
- D. No person shall introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation or other construction activities in excess of what could be retained on site or captured on site or captured by employing sediment and erosion control measures to the maximum extent practicable under prevailing circumstances.
- E. No person shall connect a line conveying sanitary sewage, domestic or industrial, to the MS4, or allow such a connection to continue.
- F. Regulations of Pesticides and Fertilizers.
1. No person shall use or cause to be used any pesticide or fertilizer in any manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.
 2. No person shall dispose of, discard, store, or transport a pesticide or fertilizer, or its container, in a manner that the person knows, or reasonably should know, is likely to cause, or does cause, a harmful quantity of the pesticide or fertilizer to enter the MS4 or waters of the United States.
- G. Used Oil Regulation.

1. No person shall discharge used oil into the MS4 or a sewer, drainage system, septic tank, surface water, groundwater, or watercourse.
- H. Cleanup. Should it be determined that any person or business has allowed any pollutant into the MS4 or waters of the United States, immediate measures will be taken by the responsible party to remove the pollutants. If the pollutants are not removed within the time period specified by the Director of Engineering Services, the city may remove the pollutants and assess the cost thereof to the responsible party. The city may use any legal means to collect said cost, should the responsible party fail to pay said cost within forty-five days.

13-604 RELEASE REPORTING AND CLEANUP

- A. Any person responsible for any release of any hazardous material that may flow, leach, enter, or otherwise be introduced into the MS4 or waters of the United States shall comply with all state, federal, and any other local law requiring reporting, clean-up, containment, and any other appropriate remedial action in response to the release.
- B. Within thirty days following such release, the City of Dodge City Fire Department shall submit a written report to the Director of Engineering Services detailing spill information and the methods used to remedy the problem.

13-605 STORMWATER DISCHARGES FROM CONSTRUCTION ACTIVITIES.

A. General Requirements

1. The owners of construction sites shall ensure that best management practices are used to control and reduce the discharge of pollutants into the MS4 and waters of the United States to the maximum extent possible under the circumstances.
2. Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every fourteen (14) calendar days and within twenty-four hours of the end of a storm that is one-half inch or greater. All erosion and sediment control measures and other identified best management practices shall be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, the best management practices shall be revised as appropriate as soon as practicable. These inspections, along with a description of revisions, will be documented in writing and available for inspection by the director or building official or his representative upon request.
3. Should it be found that soil or pollutants have already or may be carried into the MS4 or waters of the United States, immediate measures will be taken by the owner to remedy the violation and/or remove the pollutants. If the owner fails to remove pollutants within the time period prescribed in the notice of violation from the city, the city may remove the pollutants and assess the cost thereof to the responsible owner. Failure of the owner to pay said costs will be grounds for the denial of further approvals or the withholding of occupancy certificates.
4. When determined to be necessary for the effective implementation of this section, the

director may require any plans and specifications that are prepared for the construction of site improvements to illustrate and describe the best management practices required by subsection A.1 of this section above that will be implemented at the construction site. Should the proper BMP's not be installed or if the BMP's are ineffective, upon reasonable notice to the owner, the city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city approval necessary to commence or continue construction, or to assume occupancy.

5. Any contractor on a construction site will also be required to use best management practices to minimize pollutants that enter into the MS4.
 6. All persons shall avoid damaging BMP devices once in place. Any person damaging a BMP device shall be responsible for the repair of the damaged BMP device. Intentional destruction of a BMP device or failure of such responsible person to repair BMP device will be deemed a violation of this chapter.
- B. Sites Requiring State NPDES Stormwater Discharge Permits. All owners of and contractors on sites of construction activity, that require a federal or state NPDES stormwater discharge permit, or that are part of a common plan of development or sale requiring said permit(s), shall comply with the following requirements (in addition to those in subsection A):
1. Any owner who intends to obtain coverage for stormwater discharges from a construction site under the Kansas General Permit for Stormwater Discharges From Construction Sites ("the construction general permit") shall submit a signed copy of its notice of intent (NOI) to the Chief Building Official when a building permit application is made. If the construction activity is already underway upon the effective date of this chapter, the NOI shall be submitted within thirty days. When ownership of the construction site changes, a revised NOI shall be submitted within fifteen days of the change in ownership.
 2. A stormwater pollution prevention plan (SWPPP) shall be prepared and implemented in accordance with the requirements of the construction general permit or any individual or group NPDES permit issued for stormwater discharges from the construction site, and with any additional requirement imposed by or under this chapter and any other city chapter
 3. The SWPPP shall be prepared by a Kansas Licensed Engineer and shall comply with State NPDES requirements. The signature of the preparer shall constitute his/her attestation that the SWPPP fully complies with the requirements of the permit issued.
 4. The SWPPP shall be completed prior to the submittal of the NOI to the Building Official and for new construction, prior to the commencement of construction activities. The SWPPP shall be updated and modified as appropriate and as required by the NPDES permit.
 5. The director and/or building official may require any owner who is required by subsection B.2 of this section to prepare a SWPPP, to submit the SWPPP, and any modifications thereto, to the director and /or building official for review at any time. The SWPPP and any modifications shall be available for review at the construction site at all times.
 6. Upon the director's or building official's review of the SWPPP and any site inspection that he/she may conduct, if the SWPPP is not being fully implemented, the

Chief Building Official or his/her representative may upon reasonable notice to the owner, deny approval of any building permit, grading permit, site development plan, final occupancy certificate, or any other city approval necessary to commence or continue construction. A stop work order may also be issued.

7. All contractors working on a site subject to an NPDES permit shall sign a copy of the following certification statement before beginning work on the site:

"I certify under penalty of law, that I understand the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Construction General Permit (CGP) that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this Certification. I understand that I am legally required under the Clean Water Act, to ensure compliance with the terms and conditions of NPDES storm water CGP and this Storm Water Pollution Prevention Plan (SWPPP). I understand that I am full responsible for all subcontractors who perform work activities on the construction site, to comply with all provisions and requirements of the NPDES storm water CGP and this SWPPP." The certification must include the name and title of the person providing the signature; the name, address, and telephone number of the contracting firm; the address (or other identifying description) of the site; and the date the certification is made.

All contractors will be responsible for their own activities to ensure that they comply with the owners' SWPPP. Failure to comply with the SWPPP or intentional destruction of BMP devices is hereby deemed a violation of this chapter.

8. The SWPPP and the certifications of contractors required by subsection B.7 of this section, and with any modifications attached, shall be retained at the construction site from the date of construction commencement through the date of final stabilization
9. The director and/or building official may notify the owner at any time that the SWPPP does not meet the requirements of the NPDES permit issued or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or these chapters, which are not being met by the SWPPP, and identify which provisions of the SWPPP, require modification in order to meet such requirements. Within thirty days of such notification from the director, the owner shall make the required changes to the SWPPP and shall submit to the Chief Building Official a written certification from the owner that the requested changes have been made.
10. The owner shall amend the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, and which has not otherwise been addressed in the SWPPP, or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.
11. Qualified personnel (provided by the owner of the construction site) shall inspect disturbed areas that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every fourteen (14) calendar days and within twenty-four hours of the end of the storm that is one-half (0.5) inch or

greater. Disturbed areas and areas used for storage of materials that are exposed to precipitation shall be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures identified in the SWPPP shall be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they shall be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters or the MS4. Locations where vehicles enter or exit the site shall be inspected for evidence of off-site sediment tracking.

12. Based on the results of the inspections required by subsection B.11 of this section, the pollution prevention measures identified in the SWPPP shall be revised as appropriate. Such modifications shall provide for timely implementation of any changes to the SWPPP within seven (7) calendar days following the inspection.
13. A report summarizing the scope of any inspection required by subsection B.11 of this section, and the names(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with subsection B.12 of this section above shall be made and retained on site or at a local office in Dodge City as part of the SWPPP. Such report shall identify any incidence of noncompliance. Where a report does not identify any incidence of noncompliance, the report shall contain a certification that the facility complies with the SWPPP, the facility's NPDES permit, and this chapter. The report shall be certified and signed by the person responsible for making the inspection.
14. The owner shall retain copies of any SWPPP and all reports required by this chapter or by the NPDES permit for the site, and records of all data used to complete the NOI for a period of at least three years from the date that the site is finally stabilized.
15. Upon final stabilization of the construction site, the owner shall submit written certification to the Chief Building Official that the site has been finally stabilized. The city may withhold the final occupancy or use permit for any premises constructed on the site until such certification of final stabilization has been filed and the Chief Building Official has determined, following any appropriate inspection, that final stabilization has occurred and that any required permanent structural controls have been completed.

13-606 STORMWATER DISCHARGES ASSOCIATED WITH INDUSTRIAL ACTIVITY

- A. All operators of: (1) municipal landfills; (2) hazardous waste treatment, disposal, and recovery facilities; (3) industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and Reauthorization Act of 1986 (SARA) 42, U.S.C. Section 11023; industrial facilities required to obtain NPDES stormwater discharge permits due to their Standard Industrial Classification or narrative description; and (4) industrial facilities that the Director determines are contributing a substantial pollutant loading to the MS4, which are sources of stormwater discharges associated with industrial activity, shall comply with the following requirements:
 1. Any owner who intends, after the effective date of this chapter, to obtain coverage for a stormwater discharge associated with industrial activity under the Kansas General Permit for Stormwater Discharges Associated With Industrial Activity ("the industrial

- general permit") shall submit a signed copy of its notice of intent (NOI) to the Director of Engineering Services.
2. When required by their NPDES permit, all industries listed in this section shall prepare a stormwater pollution prevention plan (SWPPP) and implement said plan in accordance with the requirements of their state or federal NPDES permit.
 3. The SWPPP, when required, shall be prepared and signed by a qualified individual and will comply with all state NPDES requirements. The signature of the preparer shall constitute his/her attestation that the SWPPP fully complies with the requirements of the NPDES permit.
 4. The SWPPP, when required, shall be updated and modified as appropriate and as required by the NPDES permit and this chapter.
 5. A copy of any NOI that is required by subsection A.1 of this section shall be submitted to the city in conjunction with any application for a permit or any other city approval necessary to commence or continue operation of the industrial facility.
 6. The director may require any operator who is required by subsection A.2 of this section to prepare a SWPPP, to submit the SWPPP, and any modifications thereto, to the director or building official for review.
 7. Upon the Director's review of the SWPPP and any site inspection that he/she may conduct, the Director may upon reasonable notice to the owner deny approval necessary to commence or continue operation of the facility, on the grounds that the SWPPP does not comply with the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Also, if at any time the director determines that the SWPPP is not being fully implemented, upon reasonable notice to the owner, he/she may deny approval of any application for a permit or other city approval necessary to commence or continue operation of the facility.
 8. The SWPPP, if required, with any modifications attached, shall be retained at the industrial facility from the date of commencement of operations until all stormwater discharges associated with industrial activity at the facility are eliminated and the required notice of termination (NOT) has been submitted.
 9. The Director may notify the owner at any time that the SWPPP does not meet the requirements of the NPDES permit, or any additional requirement imposed by or under this chapter. Such notification shall identify those provisions of the permit or chapter, which are not being met by the SWPPP, and identify which provisions require modification in order to meet such requirements. Upon thirty days of such notification from the Director, the owner shall submit to the Director a written certification that the requested changes have been made.
 10. The owner shall amend the SWPPP, if required, whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4 or to the waters of the United States, or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in stormwater discharges.
 11. As may be required by the facilities NPDES permit, qualified personnel (provided by the owner) shall inspect equipment and areas of the facility specified in the SWPPP at appropriate intervals or as may be specified in their NPDES permit. A set of tracking

- or followup procedures shall be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections shall be maintained.
12. Industrial facilities will implement a sampling and testing program as required by their individual NPDES permits. The director may require written reports of any such monitoring and testing to be submitted to him/her.
 13. The owner shall retain the SWPPP and all sampling and testing reports until at least one year after stormwater discharges associated with industrial activity at the facility are eliminated, or the operator is no longer operating the facility, and a notice of termination (NOT) has been submitted.
 14. For discharges subject to the semi-annual or annual monitoring requirements of the industrial general permit, in addition to the records-retention requirements of the paragraph above, owners are required to retain for a six-year period from the date of sample collection, records of all sampling and testing information collected. Owners must submit such monitoring results, and/or a summary thereof, to the Director upon his/her request.
 15. After the effective date of this chapter, no stormwater discharge shall contain any hazardous metals in a concentration that would result in the violation of any Kansas Surface Water Quality Standard.

13-607 DITCHES AND PONDS.

- A. Duty to Maintain. The owner of any private drainage ditch or pond that empties into the city's MS4 or the waters of the United States has a duty to use BMP's on the ditches or pond to minimize the pollutant levels downstream. Such BMP's include, but are not limited to, removing excessive build-up of silt, repairing bank erosion, maintaining vegetative cover, the cleaning of inlet and outlet works, and the like.
- B. Inspection and Notice by City. The city will periodically inspect these privately owned ditches and ponds. Should conditions be found that cause the pollution of downstream receiving waters, the director shall so notify the owners, and state what actions are expected by the owners to remedy the problem.
- C. Failure to Repair. Should the owners fail to make the necessary repair within one hundred twenty days after notice, the city is authorized to do the repairs at the expense of the owner. Should the owner fail to reimburse the city for the cost of the repairs upon demand, the city may assess the cost thereof to the owner and initiate any collection proceedings authorized by law.

13-608 COMPLIANCE MONITORING.

- A. Right of Entry. The director and building official or their authorized representatives, shall have the right to enter the premises of any person discharging stormwater to the municipal separate storm sewer system (MS4) or to waters of the United States at any reasonable time to determine if the discharger is complying with all requirements of this chapter, and with any state or federal discharge permit, limitation, or requirement. Dischargers shall allow the inspectors ready access to all parts of the premises for the purposes of inspection, sampling, records examination and copying, and for the

performance of any additional duties. No adverse action will be taken against any property owner or resident who refuses to grant such right-of-entry.

- B. Records. Subject to the requirements of subsection A, dischargers shall make available, upon request, any SWPPP's, modifications thereto, self-inspection reports, monitoring records, compliance evaluations, notices of intent, and any other records, reports, and other documents related to compliance with this chapter and with any state or federal discharge permit.
- C. Sampling. The director shall have the right to set up on the discharger's property such devices that are necessary to conduct sampling of stormwater discharges.

13-609 SUBDIVISION DEVELOPMENT.

- A. The developer of any subdivision requiring a federal or state NPDES stormwater discharge permit will be responsible for obtaining the required permit and developing and implementing an overall SWPPP for the subdivision. Said SWPPP shall include BMP's to be used on individual lot building sites.
- B. City contractors installing public streets; water, sanitary sewer, storm sewer lines; and/or sidewalks will be required to comply with the developers SWPPP's and sign the appropriate contractor certification statement. For city contracted work in public right-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the city shall be responsible for obtaining the required permit and preparing and implementing the required SWPPP's.
- C. Any utility company installing utilities within a new subdivision will also be required to comply with the developers SWPPP's and sign the appropriate contractor certification statement. For work in public rights-of-way or easements requiring a federal or state NPDES stormwater discharge permit, the utility company shall be responsible for obtaining the required permit and preparing and implementing the required SWPPP's.
- D. The purchasers of individual lots within the subdivision for construction purposes shall comply with the developers SWPPP and shall sign a certification statement (as provided in the City of Dodge City's Best Management Practices Manual) agreeing to do so.

13-610 ENFORCEMENT ACTIONS.

- A. The discharge of, or potential discharge of, any pollutant to the MS4 or waters of the United States; failure to obtain a federal or state stormwater discharge permit; the failure to prepare or implement a SWPPP when required by a federal or state permit; the failure to use effective BMP devices; the intentional destruction of BMP devices; failure to repair BMP devices; the failure to comply with any directive, citation, or order issued under this chapter; are violations of this chapter for which enforcement action may be taken.
- B. Prior to taking any enforcement action as specified in this section, a violator will be issued a notice of violation that will detail the nature of the violation, actions to be taken to remedy the violation, actions to be taken to clean-up any pollutants, and any specific time periods within which to accomplish said actions.
- C. The enforcement actions to be taken under this chapter are as follows:
 - 1. Criminal Penalty. Any person violating any provision of this chapter is guilty of a

misdemeanor and upon conviction therefor shall be punished by a fine of not more than one thousand dollars or by imprisonment for not more than six (6) months, or by both such fine and imprisonment. Each and every day during which any violation of any provision of this chapter is committed, continued, or permitted is a separate violation.

2. Stop Work Order. Notwithstanding other penalties provided by this chapter, whenever the director or building official, or their designees, finds that any owner or contractor on a construction site has violated, or continues to violate, any provision of this chapter or any order issued thereunder, the director or building official may after reasonable notice to the owner or contractor issue a stop work order to the owner and contractors by posting such order at the construction site. Said order shall also be distributed to all city departments and divisions whose decisions may affect any activity at the site. Unless express written exception is made, the stop work order shall prohibit any further construction activity at the site and shall bar any further inspection or approval by the city associated with the building permit, grading permit, site development plan approval, or any other approval necessary to commence or to continue construction or to assume occupancy at the site. Issuance of a stop work order shall not be a bar against, or a prerequisite for, taking any other action against the violator. Failure to comply with the requirements of any stop work order is a violation of this chapter.
3. Administrative Penalty Process.
 - a. When the director finds that any stormwater discharger has violated or continues to violate the provisions set forth in this chapter, or the discharger's NPDES permit or any order issued thereunder, the director may issue an order for compliance to the discharger. Such orders may contain any requirements as might be reasonably necessary and appropriate to address noncompliance including, but not limited to, the installation of best management practices, additional self-monitoring, and/or disconnection from the MS4.
 - b. The director is empowered to enter into consent orders, assurances of voluntary compliance, or other similar documents establishing an agreement with any industrial discharger responsible for noncompliance. Such orders shall include specific action to be taken by the discharger to correct the noncompliance within a time period specified by the order.
 - c. Notwithstanding any other remedies or procedures available to the city, any discharger who is found to have violated any provision of this chapter, or any NPDES permit or any order issued under this chapter, may be assessed an administrative penalty as follows:
 - 1) Failure to obtain required NPDES permit: up to two thousand five hundred dollars per violation;
 - 2) Failure to prepare stormwater pollution prevention plan: up to two thousand five hundred dollars per violation;
 - 3) Failure to install best management practices: up to one thousand dollars per violation;
 - 4) Failure to maintain best management practices: up to one thousand dollars per violation;
 - 5) Failure to perform required sampling and testing or provide testing reports: up

to one thousand dollars per violation.

Each day on which noncompliance shall occur or continue shall be deemed a separate and distinct violation. Upon assessment of any administrative penalty, the city will bill the violator for said charge and the director or building official shall have such collection remedies as are available by law.

13-611 APPLICABILITY OF ENFORCEMENT ACTIONS.

- A. Illegal dumping will be subject to the criminal penalties process.
- B. Illegal connections will be subject to either the criminal or the administrative penalty processes.
- C. Industrial violations will be subject to the administrative penalty process.
- D. Individual building sites not requiring a state NPDES permit will be subject to the criminal penalty and the stop work order processes; however, any owner or contractor of such sites found guilty of multiple violations of this chapter will also be subject to the administrative penalty process.
- E. Individual building sites requiring a state NPDES permit will be subject to the administrative penalty process.
- F. Subdivision developers in subdivisions not requiring a state NPDES permit will be subject to the criminal penalty and stop work order processes; however, any such developer found guilty of multiple violations of this chapter will also be subject to the administrative penalty process.
- G. Subdivision developers of subdivisions requiring a state NPDES permit will be subject to the administrative penalty process.
- H. City contractors and utility companies working on projects not requiring a state NPDES permit will be subject to the criminal penalty process.
- I. City contractors and utility companies working on projects requiring state NPDES permit will be subject to the administrative penalty process.

13-612 HEARING AND APPEAL.

- A. Any violator that is subjected to the administrative penalty or stop work order processes may request a hearing and appeal as follows;
 - 1. Any party affected by a penalty, order, directive or determinations issued or made pursuant to this chapter may, within seven days of the issuance of such penalty, order, directive, or determination request a hearing before the director to show cause why such should be modified or made to not apply to such person. Such request shall be in writing and addressed to the Director of Engineering Services at 806 2nd Avenue, Dodge City, Kansas 67801. The director or his designee shall hold the requested hearing as soon as practical after receiving the request, at which time the person affected shall have an opportunity to be heard. At the conclusion of the hearing, the director shall issue a written response to the person requesting the hearing affirming, modifying, or rescinding the penalty, order, directive, or determination issued or made.
 - 2. Any party aggrieved by the decision of the director may appeal such decision to the city manager within seven days of receipt of the decision by filing notice of appeal

with the city clerk. Upon hearing, the city manager may affirm, modify, or reverse the decision of the director. Any appeal of the manager's decision shall be as provided by state law.

13-613 ENFORCEMENT PERSONNEL AUTHORIZED.

- A. The following personnel employed by the city shall have the power to issue notices of violations, criminal citations and implement other enforcement actions under this chapter:
 - 1. All authorized personnel under the supervision of the Chief Building Official;
 - 2. All authorized personnel under the supervision of the Director of Engineering Services

13-614 OTHER LEGAL ACTIONS.

Notwithstanding any other remedies or procedures available to the city, if any person discharges into the MS4 in a manner that is contrary to the provisions of this chapter, or any NPDES permit or order issued hereunder, the city attorney may commence an action for appropriate legal and equitable relief including damages and costs in the district court of Ford County. The city attorney may seek a preliminary or permanent injunction or both which restrains or compels the activities on the part of the discharger.

13-615 FALSIFYING INFORMATION.

Falsifying information is a separate offense and deemed a misdemeanor. Any person who knowingly makes false statements, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this chapter or any NPDES permit, or who falsifies, or tampers with any monitoring device or method required under this chapter shall, upon conviction, be punished by a fine of not more than one thousand dollars or by imprisonment for not more than six months, or by both.

13-616 SUPPLEMENTAL ENFORCEMENT ACTIONS.

- A. Performance Bonds. Where necessary for the reasonable implementation of this chapter, the director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity effected by this chapter to file a satisfactory bond, payable to the city, in a sum not to exceed a value determined by the director to be necessary to achieve consistent compliance with this chapter. The city may deny approval of any building permit, grading permit, subdivision plat, site development plan, or any other city permit or approval necessary to commence or continue construction or industrial activity at the site, or to assume occupancy, until such a performance bond has been filed.
- B. Liability Insurance. Where necessary for the reasonable implementation of this chapter, the director may, by written notice, order any owner of a source of stormwater discharge associated with construction or industrial activity effected by this chapter to submit proof that it has obtained liability insurance, or other financial assurance, in an amount not to

exceed a value reasonably determined by the director, that is sufficient to remediate, restore, and abate any damage to the MS4, the waters of the United States, or any other aspect of the environment that is caused by the discharge.

13-617 SEVERABILITY.

If any provision of this chapter is invalidated by any court of competent jurisdiction, the remaining provisions shall not be affected and shall remain in full force and effect.

Section 3.0 Effective Date: This Ordinance shall take effect immediately after its passage and publication in the official City newspaper, as provided by law.

Passed by the Governing Body of the City of Dodge City, and approved by the Mayor, this _____ day of _____, 2008.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Commission
CC: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager
From: Jane Longmeyer, Human Resource Officer
Date: 11/6/2008
Re: Year End Bonus

Attached you will find Resolution No. 2008-19 which authorizes the awarding of the year end bonus as required per Resolution No. 98-41. This is a budgeted item and funds are available. Each non-probationary full time employee with over one (1) year of service will receive a bonus of \$50.00 per calendar year worked for the City. A cap of \$1,000.00 after 20 years of service has been established. The amount budgeted for the 2008 bonus is \$91,850.00.

If you have any questions or wish additional information, please do not hesitate to contact me at your convenience.

RESOLUTION NO. 2008-19

A RESOLUTION AUTHORIZING PAYMENT OF 2008 YEAR END BONUSES TO
QUALIFIED EMPLOYEES

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

WHEREAS: Taking into consideration the City's financial standing, the Governing Body desires to recognize the dedication and commitment of City employees by a discretionary year end bonus, under the guidelines established by Resolution 98-41.

ADOPTED AND APPROVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY,
KANSAS, THIS 17th DAY OF NOVEMBER, 2008.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Memorandum

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

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

Date: November 12, 2008

*RE: Purchase Option for Portion of Rost
Property*

Background

The Rost property was purchased several months ago so that the City could also obtain additional water rights. Several months after the purchase, we were approached by the Army Reserves about placing a Military Police Training Facility at this location. Since that time they have been working on plans for this site as well as obtaining the necessary funding.

Earlier this year, funding was secured and they indicated to the City the desire to purchase a 10 acre site. In our earlier conversations with them, we had indicated that the City would be willing to sell them a tract for \$500 an acre.

Consideration

Attached is an option to purchase the 10 acre tract for \$5000.00. They would pay to the City \$500.00 for the option. Staff has reviewed the agreement and has some minor changes to the option that would need to be negotiated with the buyers.

Recommendations

Staff would recommend approval of the option to purchase subject to approval of contract wording by our legal council. Staff would also recommend that the City Manager be given the authority to sign the option once all changes to the option have been approved.

Should you have any questions, please let me know.

JF/mjr

DEPARTMENT OF THE ARMY

OPTION TO PURCHASE REAL PROPERTY

Project-United States Army Reserve Center
City of Dodge City, Ford County, Kansas

Option No. DACA41-6-08-2172

Vendor: City of Dodge City, Kansas

Attn: City Hall

P.O. Box 880

Dodge City, Kansas 67801-0880

In consideration of the sum of FIVE HUNDRED AND NO/100 DOLLARS (\$500.00) and

other valuable considerations, to the undersigned Vendor paid by the United States of America, the receipt and sufficiency of which are hereby acknowledged. The Vendor, who represents that the Vendor is the owner of the property hereinafter described, hereby, for the Vendor and Vendor's heirs, executors, administrators, successors, and assigns, gives and grants unto the United States of America or its assigns the exclusive right and option to elect on or before September 1, 2009 to purchase at and for the price of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00); said option amount includes the \$500.00 option consideration mentioned above, and in accordance with the terms and conditions set forth below, that parcel of land, with the buildings and improvements thereon and all rights, hereditaments, easements, and appurtenances thereunto belonging, located in the County of Ford, State of Kansas, bounded and described as follows:

As shown in Exhibit "A1":

Described by Survey: Commencing at the Southeast Corner of said Section 3 being found at the Survey Monument Box; thence North 00°55'04" East on the East line of said Section 3 a distance of 741.91 feet; thence North 89°04'56" West a distance of 50.00 feet to the Point of Beginning being set 5/8" R-bar, Corps of Engineers-US Army cap typical; thence continuing North 89°04'56" West a distance of 640.00 feet to a set of 5/8" R-bar; thence North 00°55'04" East parallel with said East Section line a distance of 680.00 feet to a set of 5/8" R-bar; thence South 89°04'56" East a distance of 640.00 feet to a set of 5/8" R-bar; thence South 00°55'04" West parallel with said East Section line a distance of 680.00 feet to a set of 5/8" R-bar to the Point of Beginning, containing an area of 10.00 acres, more or less.

The Vendor is to convey to the United States, as hereinafter provided, a valid, indefeasible fee simple title to said land, subject only to the following rights outstanding in third parties, namely: None. There are no noted easements in the proposed area.

The terms and conditions of this option are as follows:

1. The purchase price set forth above is payable as soon as the United States has exercised this option and has had a reasonable time within which to secure and examine the evidence of title to said land and to obtain the necessary approval of title; provided that the Vendor can execute and deliver to the United States a good and sufficient general warranty deed conveying said land, with the hereditaments, easements, and appurtenances thereunto belonging, to the United States of America in fee simple, free from all liens and encumbrances and shall quitclaim to the United States of America and its assigns all right, title, or interest which the Vendor may have in the banks, beds, and waters of any streams opposite to or fronting upon said land, and in any alleys, roads, streets, ways, strips, gores, or railroad rights of way abutting or adjoining said land, and in any means of ingress or egress appurtenant thereto, said conveyance to be subject only to such outstanding rights in third parties and reservations by the Vendor as may be set forth above.

2. It is the intention of the Vendor and the Vendor hereby agrees, that this option may be exercised by the United States through any duly authorized representative by delivering, mailing, or telegraphing notice thereof to the Vendor at the address stated below, on or before the date set forth above.

3. It is understood that the United States is to defray the expenses incident to the preparation of the deed to the United States and the abstract or certificate of title; provided, however, that the Vendor will deliver to the representatives of the United States any title evidence in Vendor's possession.

4. The Vendor agrees that all taxes, assessments, and encumbrances which are a lien against the land at the time of the conveyance to the United States shall be satisfied of record by the Vendor at or before the transfer of title or make adequate provision for the payment thereof as determined by the United States, unless waived by the United States. If the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of such payments shall be deducted from the purchase price of the land. At the request of the United States and without prior payment or tender of the purchase price, the Vendor will execute and deliver the general warranty deed hereinabove provided for conveying to the United States the land herein described.

5. The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to the United States have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by the United States; and in the event that such loss or damage occurs, or before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of title, or it may elect to accept conveyance to title to such property, in which case there shall be an equitable adjustment of the purchase price.

6. The Vendor agrees that the United States, at its election, and notwithstanding the prior exercise of this option, acquire title to said land or and portion thereof or any interest therein, by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings and also agrees that the consideration hereinabove stated shall be the full amount of the award of just compensation inclusive of interest for the taking of said land and that any and all awards of just compensation that may be made in the proceeding to any defendant shall be payable and deductible from the said amount and that said consideration shall also be in full satisfaction of any and all claims of the Vendor for the payment of the right of occupancy and use hereinafter provided for in Paragraph 7.

7. The Vendor hereby grants to the United States the right of immediate occupancy and use of the land hereinabove described for any purpose whatsoever from and after the exercise by the United States of this option until such time as said land is conveyed to the United States by the Vendor as hereinabove provided, and upon demand the Vendor will immediately vacate the property and deliver possession to the United States.

8. The above description of the real estate is subject to such modifications as may be necessary to conform to the survey (if any) made by the agents of the United States.

9. The Vendor represents and it is a condition of exercise of this option, that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this option, or to any benefits that may arise there from; but this provision shall not be construed to

extend to any contract if made with a corporation of its general benefit.

10. The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

11. It is agreed that, if the United States of America or its assigns shall fail to exercise this option on or before the date set forth above, the amount paid to the Vendor for this option privilege shall be forfeited to the Vendor except as for the following in which case the option price will be returned to the United States: (1) environmental documentation indicates the site is contaminated or (2) an Engineering Feasibility Study indicates that the site is not suitable for construction.

12. All terms and conditions with respect to this option are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this option not expressly contained herein.

SIGNED, SEALED, AND DELIVERED as of the _____ day of
_____ 2008.

CITY OF DOGE CITY, KS

By:

Title

THE UNITED STATES OF AMERICA

By:

GREG G. WILSON

Chief, Real Estate Division

(Address to which notice of exercise of option is to be sent)

City of Dodge City, Kansas

Attn: City Hall

P.O. Box 880

Dodge City, Kansas 67801-0880

NOTICE OF EXERCISE OF OPTION

In accordance with the terms of this Option, notice is hereby given that the UNITED STATES OF AMERICA hereby exercises and accepts said option.

By: _____

Date: _____

Memorandum

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

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

Date: November 13, 2008

*RE: Contract for Professional Services
Waste Water Treatment Plant*

Background

The City hired PEC to update our Sewer Master Plan, as part of the plan PEC was to make recommendation regarding deficiencies to our existing collection and treatment facilities. Prior to beginning work on this project, passage of the gaming bill that allowed a Casino in Dodge City occurred. PEC was asked to study the effect that the Casino, Event Center, and additional growth would have on our systems

Their recommendation was to construct an additional treatment plant north of the City. The City began looking at locations to construct such a plant and recently approved the site on the Rebein Property. The Casino has a very aggressive schedule that would allow them to be open prior to the completion of the new waste water treatment plant under the typical design, bid, and build concept. Given the time schedule for completion, PEC was asked to prepare a contract outlining their scope of services for a design build approach.

Considerations

Design build for this type of facility is not something new, but staff was not sure that the City could construct the facilities under this method. City Attorney Brad Ralph has researched the issue and has indicated that the City can use a design build concept for construction. While this type of design concept will allow for the completion of the project to meet the Casino's time frame, it will require much more staff time meeting with the design team and contractor than would be required under the traditional approach.

Recommendation

PEC has submitted a proposal for engineering services to provide the necessary contract and design elements for a design build process for

construction of the wastewater treatment plant. The contract has been reviewed by legal staff. Included in the contract are engineering design and inspection services for all phases of the project. This includes the design of the Lift Station and Force Main for the Casino. As staff has not secured a developmental agreement from the developers of the Casino, these items were included to insure that they will be completed and will be compatible with the overall improvements. Staff would recommend approval of this contract with PEC in the amount \$3,245,000.

Should you have any questions, please let me know.

AGREEMENT
for
ENGINEERING SERVICES
between
CITY OF DODGE CITY
806 2nd Avenue
DODGE CITY, KS 67801
and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 S. TOPEKA
WICHITA, KANSAS 67202

This Agreement, made at Dodge City, Kansas, this ____ day of _____, 2008, by and between the City of Dodge City, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to construct a new Wastewater Treatment Facility, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the improvements being more specifically described as modifications consisting of a lift station and force main for the casino development; Phase I Wastewater Treatment Facility components for 1.25 MGD of Average Day Flow including influent pump station, headworks facility, biological process basins, clarification, disinfection, discharge, biosolids handling and extraneous flow handling; grey water re-use onsite storage and pumping facilities; and Phase I collection system improvements to serve the casino development and central basin of the north service area.

WHEREAS the aforementioned improvements will be located within the corporate limits of the City of Dodge City, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the preparation of plans, specifications, estimates, and construction engineering services for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT A and EXHIBIT B, attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- B. To make available during regular office hours at its Wichita office all calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at its office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or its authorized representatives.
- D. To comply with and/or adhere to the following additional provisions with respect to its performance and obligation under this Agreement:
 - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in

Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.

2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
 3. If the ENGINEER commits a material breach of Article II, paragraph D.1. of this Agreement, it may be canceled, terminated, or suspended, in whole or in part, by the OWNER if such breach is not cured within fourteen (14) days after receipt of written notice from the OWNER. Said cancellation, termination, or suspension will also relieve the OWNER of any obligations of payment except as outlined in Paragraph A of ARTICLE V in the event of termination.
 4. If the ENGINEER is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the ENGINEER shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended, in whole or in part, by the OWNER.
 5. The ENGINEER shall include the provisions of Item D, Paragraphs 1 through 4, inclusive, in every subcontract or purchase order so that the provisions will be binding upon such subcontractor or vendor.
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work

performed, equipment or materials used and services rendered in conjunction with the PROJECT.

- F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with paragraph E, Exhibit A; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER, or for other unavoidable delays beyond the control of the ENGINEER.

- G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.

- H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible of \$100,000. In addition, Workers' Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within

the provisions of the Worker's Compensation law. The liability limit shall not be less than:

Worker's Compensation - Statutory
Employer's Liability - \$500,000.00 each accident
\$500,000.00 disease, each employee
\$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

Satisfactory Certificates of Insurance shall be filed with the OWNER within fourteen (14) days of written request by the OWNER. The ENGINEER shall furnish the OWNER certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the OWNER shall be given thirty (30) days written notice by the Insurance Company before such policy is substantially changed or canceled.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER, PROVIDED, however, that all documents designated to become property of the OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall

retain an ownership and property interest therein including the right of reuse at the discretion of the ENGINEER whether or not the PROJECT is completed.

- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.
- L. The ENGINEER hereby certifies that:
 - 1. It has not employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for the above ENGINEER) to solicit or secure this Agreement.
 - 2. It has not agreed, as an express or implied condition for obtaining this Agreement, to employ or retain the services of any firm or person in connection with carrying out the Agreement.
 - 3. It has not paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for the above ENGINEER) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the Agreement.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings

and geotechnical reports about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.

- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.
- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.
- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

A. Payment to the ENGINEER for performance of the specified services shall be based upon Standard Hourly Rates (Exhibit C) plus reimbursable expenses, billed at cost, for a total not to exceed the aggregate total of the following:

1. Task 100 thru Task 104		\$ 148,000.00
2. Task 200 thru Task 205	Casino Lift Station	\$ 94,000.00
	Casino Force Main	\$ 76,000.00
	Phase I WWTP & Reuse	\$1,297,000.00
	Collection System	\$ 457,000.00
3. Task 300 thru Task 301		\$ 59,000.00
4. Task 400	Phase 1 WWTP & Reuse	\$ 168,000.00*
	Casino LS and FM	\$ 24,000.00**
	Collection System	\$ 36,000.00***
5. Task 401	Phase 1 WWTP & Reuse	\$ 468,000.00*

	Casino LS and FM	\$ 117,000.00**
	Collection System	\$ 176,000.00***
6. Task 402		\$ 85,000.00
7. Task 403		\$ 40,000.00
<hr/>		
Aggregate Total		\$ 3,245,000.00

* Casino Phase I WWTP and Reuse Construction Administration and Inspection are based on 24 man-months of full time inspection.

** Casino Lift Station and Force Main Construction Administration and Inspection are based on 6 man-months of full time inspection.

*** Collection System Construction Administration and Inspection are based on 9 man-months of full time inspection.

Construction periods longer than those anticipated would constitute additional work.

Payment to the Engineer shall be based on the Standard Hourly Rate Schedule as set forth in EXHIBIT C, attached.

- B. Services of the ENGINEER required in conjunction with the preparation of Environmental Assessments or Impact Statements, preparation for and conducting a Public Hearing, preparing for and presenting testimony on behalf of the OWNER in any legal actions resulting from the PROJECT, and other services expressly excluded in Article I; or services made necessary by virtue of a major change in the scope of the PROJECT shall be considered additional work.
- C. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additional work; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I.; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.

- B. That the pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ENGINEER's service in accordance with this Agreement. ENGINEER shall be permitted to reuse standard details, designs and specifications without further consent of OWNER.

OWNER shall indemnify ENGINEER from all claims, damages, or costs relating to reuse, completion or modification of such documents by OWNER, including allegations of ENGINEER's own negligence. ENGINEER's seal and name shall not be reproduced on such documents if reused by OWNER for any purpose. ENGINEER shall have no liability for documents which are incomplete due to a termination or suspension of services.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without specific consent of the other party.

- D. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.

- E. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.

- F. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.

- G. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement are in addition to any other rights and remedies provided by law.

- H. That it is not intended by any of the provisions of any part of this Agreement to create in any public or any contractor, subcontractor or surety a third-party beneficiary right hereunder, or to authorize anyone not

a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

- I. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document or otherwise.
- J. That disputed matters arising under this Agreement will be submitted to a Review Committee for resolution. The Review Committee will be comprised of one representative from each contracting party and a third member chosen jointly by the party representatives. The Review Committee shall make its own rules of procedure and shall have authority to examine records kept by the OWNER and the ENGINEER. In determining the findings, the majority of the Review Committee shall govern. The decision of the Review Committee shall be advisory only and it shall not be binding upon the parties.
- K. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.
- L. That authorization for any appropriate additional work under the terms of this Agreement shall be evidenced by the OWNER in writing. No additional work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER, and in accordance with the terms of this Agreement, additional work will usually be of limited extent and may consist of, but is not necessarily limited to:

1. The introduction of new items of work beyond the stated scope of the Agreement or reasonably implied therefrom.
2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.

- M. That since the ENGINEER has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by ENGINEER.
- N. That hazardous materials may exist where there is no reason to believe they could or should be present. In this event, the ENGINEER agrees to notify the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The OWNER waives any claim against the ENGINEER and agrees to indemnify, defend and hold the ENGINEER harmless from any claim or liability for injury or loss arising from the ENGINEER encountering unanticipated hazardous materials or suspected hazardous materials. The OWNER also agrees to compensate the ENGINEER for any time spent and expenses incurred by the ENGINEER in defense of any such claim, with such compensation to be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy.
- O. This Agreement shall be governed by Kansas law.

IN WITNESS THEREOF, the Parties hereto have affixed their hand and seals at City of Dodge City, Ford County, Kansas on the date first written above.

OWNER

CITY OF DODGE CITY, KANSAS

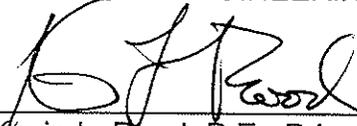
By: _____

Title: _____

ATTEST

ENGINEER

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

By:  _____
Kevin L. Rood, P.E., Principal

WITNESS


Brent E. Remsberg, P.E., Vice President

DODGE CITY, KANSAS
WASTEWATER TREATMENT FACILITY IMPROVEMENTS

SCOPE OF SERVICES

The City of Dodge City has elected to proceed with design services for the design of a Wastewater Treatment Facility and collection system improvements to accommodate 1.25 MGD of Average Day Flow primarily from the Casino development and the central basin of the north service area. The project includes the preparation of a Design Memorandum describing the work components in more detail, reviewing possible alternatives, developing a final budget, and preparing design drawings and developing specifications. A delivery method shall be determined during the 30 percent review process.

The following describes the various design efforts which will need to be employed to meet the demands of the City.

A. Design Memorandum

1. Wastewater Treatment Facility

- a. The design memorandum shall include a review of any current and existing studies. The Design Memorandum will include the following criteria and general effort:

<u>FACTOR</u>	<u>CRITERIA GOALS</u>
Phase I Design Capacity	1.25 MGD
Future Facility Improvements (Total Capacity)	2.50 MGD
Total Nitrogen	< 5.0 mg/l
Total Phosphorus	< 0.5 mg/l
BOD	10 mg/l
TSS	10 mg/l
Ammonia	< 1.0 mg/l
Fecals	20 CFU/100ml

- 6) Discharge Outfall
 - 7) Biosolids Handling
 - 8) Extraneous Flow Handling
 - 9) Grey Water Reuse Onsite Storage and Pumping
 - d. Design lift station and force main to serve the Casino development.
 - e. Design collection system to serve the central basin of the north service area, including gravity mains, lift station, and force main.
 - f. Prepare Request for Proposals and an Opinion of Construction Costs.
2. At the 30% completion the City will review the plans for approval of general location and process treatment design concept. The 30% review will also include an Opinion of Construction Cost.
- C. Delivery Method Selection
1. Upon approval of the 30% design review, the City will determine a delivery method appropriate for each segment of the proposed improvement (Plant, Casino development lift station and force main, collection system construction, etc.). The process will include review of the following options:
 - a. Design-Bid-Build, the traditional method of plan development and contractor selection through a competitive bidding process with complete plans and specifications reflecting 100% final plans.
 - b. Fast-Track, a method of selecting a contractor based upon his ability to complete the work on time and in a quality manner, experience with prior projects of a similar nature, pricing of the proposed construction, and other factors that may be important to the success of the project. Since the pricing is based upon 30% complete design, the construction and design would be concurrent, allowing for a reduction in the overall delivery schedule possible with DBD.
 2. Should a fast-track method be selected, the Engineer will prepare a request for proposal based upon the approved 30% concept. The

Engineer will assist the City in the selection process and work with the selected contractor to develop a detailed schedule of construction, identifying the order and priority for each element of the improvement.

3. Should design-bid-build procurement be selected for portions of the project, the engineer will prepare final construction documents under this agreement in accordance with the scope of work defined by the approved 30 percent design documents.

D. Scope of Services

This Scope of Services sets forth the tasks required to plan, design and bid the facilities previously described. The Scope of Services is also based on the following:

1. The Kansas Department of Health and Environment will approve the Study and Design Memorandum as outlined above.
2. City staff will be continuously involved throughout the course of the Project. The City will be provided opportunity to offer significant input into the design. Major decisions will not be formalized until the City has had the opportunity to review and concur with the decisions.

TASK 100 PROJECT MANAGEMENT

PURPOSE: Provide Project Management for quality control and quality assurance, to maintain the Project on schedule, and assure compliance with the City's needs. The work will include a Kickoff meeting, Design Memorandum, progress meetings, production of a milestone chart, monitoring the activities of the design team, conveying Project input needs to the City as they arise, transmitting City review comments to the design team, scheduling interim meetings if required, producing minutes of all meetings, and submitting monthly status reports to the City.

- OUTPUT:**
1. Prepare Schedule of products and milestones.
 2. Prepare minutes and monthly status reports.

3. Concise explanation of complications in reaching milestones, and issues which prevent completion of tasks.

TASK 101 KICKOFF MEETING

- INPUT:**
1. City to select site for meeting
 2. City to be in attendance
 3. City to have a preliminary listing of members for the Design Review Committee

PURPOSE: To introduce the design team and to review the scope of work for the PROJECT. All the Tasks to be accomplished will be listed and itemized in a document with a brief discussion covering each one. Where clarification is needed for any task the City will have an opportunity to comment at this meeting. The goal of this discussion is to assure that the PROJECT meets the City's goals. Along with the list of tasks will be a schedule outlining dates for delivery of products and progress meetings. The City will also be asked to assign staff to be on the Design Review Committee who will be asked to attend meetings to review the development of the PROJECT.

- OUTPUT:**
1. Minutes of the Meeting.
 2. Design Notebook delivered to each member on the Design Review Committee.
 3. Acceptance of the Schedule

TASK 102 DESIGN MEMORANDUM

- INPUT:**
1. City Design Review Committee to attend all work sessions.
 2. To participate in all review sessions.

3. To provide review and decisions promptly for continuation of the PROJECT.

PURPOSE: To describe component sizing, locations, and details for a wastewater treatment facility, lift stations, and collection system mains as detailed in Article A of the Scope of Services.

- OUTPUT:**
1. Design Memorandum Report.
 2. Approval by Design Review Committee to proceed with Design Phases.

TASK 103 SURVEYING

- INPUT:**
1. City to provide benchmarks and datum to be used.
 2. City to locate City-owned utilities.
 3. City to provide access to properties.
 4. City to provide all easements or acquire all properties required for the project.

PURPOSE: Establish permanent horizontal and vertical control network to be used for design. Utilize this datum to complete field data collection required for the PROJECT design. Collect additional information regarding the site for location of existing buried utilities and any special structures.

- OUTPUT:**
1. Completed design survey to be used by design team.
 2. Survey control which can be used if necessary to develop legal descriptions.

TASK 104 GEOTECHNICAL INVESTIGATION:

INPUT: CITY to review locations for soil borings.

PURPOSE: Complete a Geotechnical Investigation of the Project to determine the soil conditions for the installation of any improvements proposed for the project. Test holes will be drilled at locations designated by the Project Engineer. The depth for the borings will be approximately 3 feet below the proposed structure or pipeline flow line. The work will consist of the following:

1. Drill exploratory borings as required. Maximum number of borings not to exceed 18.
2. Obtain samples of the soils using split spoon samplers or shelby tubes.
3. Measure ground water 24 hours after drilling.
4. Seal borings with auger cuttings or bentonite chips if ground water is encountered.
5. Locate borings with tape measurements to establish site features.
6. Provide level surveys for elevations using established benchmarks.
7. Perform laboratory tests using the ASTM D-2487 for soil classification work.
8. Determine Moisture content, unconfined compressive strength, and corrosivity.

OUTPUT: 1. Soils Report by the Laboratory documenting the items noted above.

TASK 200 CIVIL DESIGN

INPUT:

1. Design Memorandum.
2. Survey.

- PURPOSE:**
1. Prepare concept civil design plans and specifications to a 30 percent complete stage with sufficient detail to define the scope of construction.
 2. Prepare, check and catalog a set of detailed design calculations for the project. Calculations will indicate assumptions employed, drainage design criteria, formulae used with references noted, pavement design criteria and sketches and the like. Equipment selection will be documented with catalog cut sheets from manufacturers indicating capacity and size.
 3. This task will include the preparation of the following items as a minimum:
 - a. Overall plant site plan depicting pavements, storm sewers, drainage channels, piping, and utilities.
 - b. Typical sections for paved areas, drainage channels, and trenches.
 - c. Process schematic diagram
 - d. Plant building and tank layout depicting sizing
 - e. Lift station site plan for Casino development
 - f. Force main route and size for Casino development
 - g. Site plan, routing, and sizing of Phase 1 Collection System for north service area.
 4. Prepare final plans and specifications consistent with the procurement process selected at 30% design.

- OUTPUT:**
1. Civil drawings and specifications.

TASK 201 STRUCTURAL DESIGN

- INPUT:**
1. Design Memorandum.
 2. City Design standards and standard drawings.
 3. Geotechnical Investigation Study.

- PURPOSE:**
1. Prepare technical and performance specifications and project structural requirements in sufficient detail for inclusion in the request for proposals to be used for the solitictation of a contractor.
 2. Prepare final plans and specifications consistent with the procurement process selected at 30% design.

- OUTPUT:**
1. Structural requirements and specifications.

TASK 202 ARCHITECTURAL DESIGN

- INPUT:**
1. Design Memorandum.
 2. Survey.

- PURPOSE:**
1. Prepare an architectural concept for the plant buildings and lift station for inclusion in the request for proposals to be used for the solitictation of a contractor. This task shall include examples of the proposed Architectural elements including partition walls, doors, windows, stairwells, finishes, roofing.
 2. Prepare final plans and specifications consistent with the procurement process selected at 30% design.

- OUTPUT:**
1. Architectural Concept Drawings and Specifications

TASK 203 ELECTRICAL/INSTRUMENTATION

- INPUT:**
1. Design Memorandum.
 2. Civil Design.
 3. City Standard Drawings.
 4. Standard City Electrical and Instrumentation Details.

- PURPOSE:**
1. Prepare concept design, performance specifications and project requirements for the proposed project electrical components. Included shall be requirements for site power distribution, panel design, building power distribution, lighting and other details of electrical power supply and control.
 2. Requirements shall be sufficient so that electrical components including power control wiring and size of conduits for all needs can be identified by a construction contractor for preliminary pricing.
 3. Prepare final plans and specifications consistent with the procurement process selected at 30% design.

- OUTPUT:**
1. Electrical/Instrumentation design requirements.
 2. Design data sheet for each major pieces of electrical equipment.

TASK 204 MECHANICAL DESIGN

- INPUT:**
1. Design Memorandum.
 2. Civil Design.
 3. Architectural Design.
 4. Electrical/Instrumentation Design.

- PURPOSE:**
1. Prepare concept design, performance specifications, and project requirements for the proposed project mechanical systems. Included shall be mechanical design criteria requirements.
 2. Requirements shall be sufficient so that mechanical components including plumbing and HVAC requirements for all buildings can be identified by a construction contractor for preliminary pricing.
 3. Prepare final plans and specifications consistent with the procurement process selected at 30% design.

- OUTPUT:**
1. Mechanical Requirements.

TASK 205 CONSTRUCTION COST ESTIMATE

- INPUT:**
1. Preliminary Design Cost Estimate.
 2. Products from Tasks 200 through 204.

PURPOSE: Prepare construction cost estimates at the 30, 60 and 90 percent design completion level for the project. The cost estimates will include the following:

1. Calculate detailed major equipment and selected major materials quantities.
2. Compile budget prices for all major equipment identified.
3. Develop unit prices for all major definable materials.
4. Develop factors or percentages to be used in estimating such items as site work, minor yard piping, electrical and instrumentation, contractor's mobilization, overhead, and profit, construction contingencies, and sales tax costs if appropriate.

Note: Estimates of cost for the facilities considered and designed here are prepared by ENGINEER through exercise of its experience and judgment in applying presently available cost data, but it is recognized that ENGINEER has no control over cost of labor and materials, or over the contractor's methods of determining prices, or over competitive bidding procedures, market conditions, and unknown field conditions so that it cannot and does not guarantee that proposals, bids, or the project construction costs will not vary from its cost estimates.

- OUTPUT:**
1. Technical Memorandum summarizing the estimated construction costs at the 30, 60, and 90 percent level including rationale for preparation of the cost and the factors, percentages, and unit prices used.

TASK 300 REQUEST FOR PROPOSAL PREPARATION

- INPUT:**
1. Design Memorandum.
 2. Project Schedules.
 3. Products 200 through 205.
 4. City's standard technical specifications and procurement requirements

- PURPOSE:**
1. Identify scope of work required by a Contractor to construct the project. Scope of work shall be identified in a Request for Proposal prepared by the Engineer.
 2. Review contractors for ability to complete the work on time and in a quality manner, experience with prior projects of a similar nature, pricing of the proposed construction and other factors that may be important to the success of the project.

- OUTPUT:**
1. FRP and copies of specifications along with the drawings of the project for review and comment by the City for selection of the Contractor.

TASK 301 BIDDING PHASE SERVICES

- INPUT:**
1. Contract Documents.

- PURPOSE:**
1. Assist in advertising for competitive construction Bids.
 2. Assist in the conduct of a pre-bid conference and bid opening.
 3. Respond to contractor's and equipment suppliers' questions.
 4. Prepare addenda to the bid documents to clarify or modify.
 5. Analyze bids and various aspects of bids.
 6. Prepare and Analyze bid tabulation.
 7. Review qualifications of successful low bidder:

- a. Insurance Coverage.
- b. Bond requirements.
- c. Contractor license requirements.
- d. Safety record.
- e. Previous relationships with City and/or other Cities.
- f. Review work experience with other engineers.

OUTPUT: 1. Recommendation concerning the bid award for the project.

TASK 400 CONSTRUCTION ADMINISTRATION PHASE

- INPUT:**
1. To attend construction progress meetings.
 2. To review and accept requests for payment.
 3. To accept the project upon completion.

PURPOSE: After receiving bids and/or awarding project to a contractor, PEC will initiate the beginning of the contractor construction phase activities. PEC will monitor the project through construction to final acceptance

1. Review Contractor's shop drawings and material test certifications for compliance with plans and specifications.
2. Make periodic visits to the PROJECT site to determine Contractor's progress and general character of the work.
3. Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications.
4. Provide decisions in accordance with the Contract Documents on questions regarding this work.
5. Review materials test reports as submitted by the Resident Inspector.

6. Prepare Change Orders covering modifications or revisions necessitated by field conditions.
7. Meet with the CITY as requested during construction to review progress on each part of the PROJECT.
8. Issue Certificate of Substantial Completion when each separate part of the PROJECT has been completed.
9. Conduct final inspection of the work.

- OUTPUT:**
1. Prepare construction phase documentation.
 2. Present periodic requests for payment from the contractor to the CITY.

TASK 401 – CONSTRUCTION INSPECTION PHASE

- INPUT:**
1. To attend construction progress meetings.
 2. To review and accept requests for payment.
 3. To accept the project upon completion.

PURPOSE: After receiving bids and/or awarding project to a contractor, PEC will initiate the beginning of the inspection phase during construction phase activities. PEC will provide an experienced inspector to monitor the project through construction to final acceptance. During the construction phase the CONSULTANT shall provide resident engineering services when authorized by the CITY. The CONSULTANT shall provide personnel acceptable to the CITY to perform technical observation of construction on the various parts of the PROJECT. Through these on-site observations of the work in progress and field checks of materials and equipment by the Project Representative, the CONSULTANT will endeavor to provide further protection for the CITY against defects and deficiencies in the work, but the furnishing of such project representative shall not make the CONSULTANT responsible for the Contractor's failure

to perform the construction work in accordance with the Contract Documents. Engineering services for Project Representation shall consist of the following items:

- OUTPUT:**
1. Re-establishment of benchmarks, baselines and other control points as requested by the Contractor, and approved by the CITY.
 2. Supervise testing and inspection; arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction; assist in interpreting the contract plans and specifications; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor; and maintain project records to document the work.
 3. Prepare elementary and supplementary sketches required and preliminary negotiations necessary to resolve actual field conditions encountered.
 4. Review and prepare recommendations for all construction schedules, material certifications and detailed construction shop and erection drawing as submitted by the Contractor.
 5. Review requests for monthly and final payments to the Contractor and forward same with recommendations for approval.
 6. Prepare initial drafts of, and conduct preliminary negotiation for, all Change Orders or Supplemental Agreements covering work on the PROJECT.

TASK 402 – OPERATION & MAINTENANCE MANUAL, PROJECT START-UP, PLAN OF OPERATION, AND AS-CONSTRUCTED DRAWINGS

- INPUT:**
1. Initiate the development of the O&M Manual, Project Start-Up, and As-Constructed Drawings.
 2. Provide staff to be available during the O&M Manual preparation, and attend Project Start-Up, and review As-Constructed Drawings provided by the Contractor and Inspector.
 3. Provide Comment on all of the items noted above.

PURPOSE: By completing and Operations & Maintenance Manual, performing Start-Up of the treatment facility, producing a Plan of Operation, and completing As-Constructed Drawings, the CITY will be provided with the tools to successful operate the facility and comply with the Kansas Department of Health and Environment for the State Revolving Loan Fund Program.

1. O&M Manual
 - a. Develop an Operations description of the Wastewater Treatment Facility to be employed by the operator to manage the treatment facility components.
 - b. Provide information for all equipment incorporated into the treatment facility and document components, and parts.
 - c. The manual shall contain all literature pertaining to the project and provide names, phone numbers of equipment representatives and manufacturers.
 - d. All equipment will be listed including appropriate catalogue numbers for reference.
2. Project Start-Up
 - a. Contractor will coordinate with Vendors and Manufacturer representatives for the start-up of each equipment item.

- b. Verify that equipment complies with specifications.
 - c. Contractor to have vendor and manufacturer's representative on site to conduct start-up and training on each equipment item.
 - d. Verify that the vendor and manufacturer's representative has provided proper O&M materials per specifications.
3. Plan of Operation
 - a. Prepare and Submit Preliminary Plan of Operation detailing the project activities, schedule and budget.
 - b. Review Plan of Operation with the CITY and KDHE.
 - c. Prepare and submit Final Plan of Operation.
 4. As-Constructed Drawings
 - a. Collect all red-lined drawings maintained by the contractor.
 - b. Make modifications on original drawings to reflect all changes and underground conflicts or existing utilities on the drawings.
 - c. Complete changes and provide a copy to the CITY.
 5. One-Year Certification
 - a. Owner to provide one-year of Operational Data.
 - b. Review performance of the facility for a period of one-year to determine if operations match the performance anticipated by design.
 - c. Document findings and develop a Letter of Performance Certification.

- OUTPUT:**
1. Deliver O&M Manual to the CITY.
 2. Deliver a copy of all Start-Up information to the CITY.
 3. Deliver Preliminary and Final Plan of Operation to CITY and KDHE.
 4. Document each vendors or manufacturers activity for the CITY.
 5. Deliver a copy of the As-Constructed Drawings to the CITY.

TASK 403 – COMMISSIONING AND OPERATIONS

- INPUT:**
1. Contract Documents.
 2. Operation and Maintenance Manual.
 3. Vendor Start-Up.
 4. Plant Operations Staff available.
 5. Access to all plant facilities and laboratory.
 6. To attend training sessions and review documentation provided.
 7. To notify PEC of any problems in a timely manner.

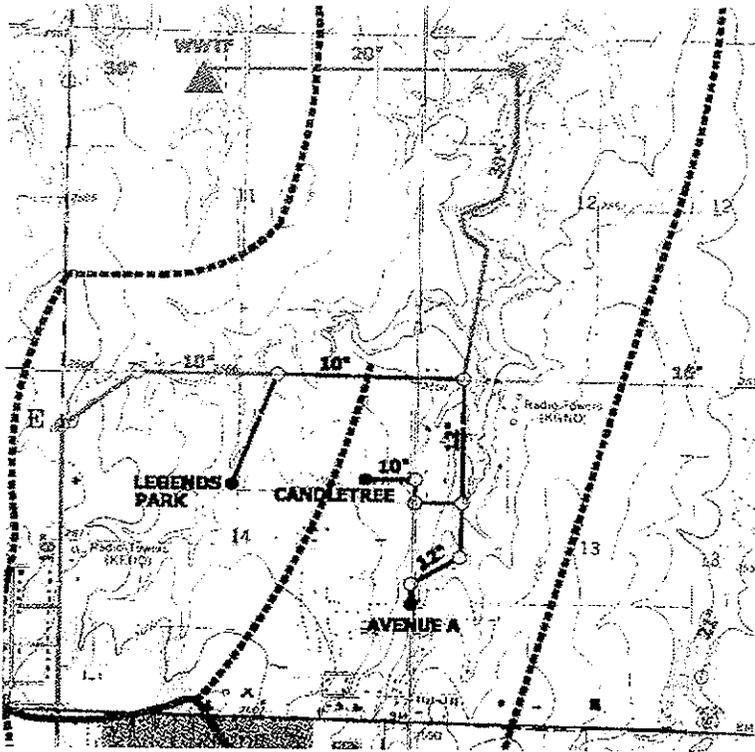
PURPOSE: Following construction PEC will provide assistance in the operational training, trouble shooting and issue resolution associated with the Treatment Plant.

1. Complete Start-up of all components
2. Provide on site operations of the Wastewater Treatment Facility for one to two months. This would include incorporating all new equipment into the treatment process for successful operation. This effort would include the training of CITY Staff in the operation of the new plant. Included in this effort would be the maintenance of each component as well as the ability to perform routine breakdown and reassembly of major equipment items.
3. The control system would be operated through a “burn-in” period to assure that the system is functional with all alarms operating and process control features functional.
4. A maintenance schedule will be developed including the utilization of a maintenance software program to alert operational personnel when routine maintenance items need to be completed.
5. Assist in the resolution of any problems related to the facilities.

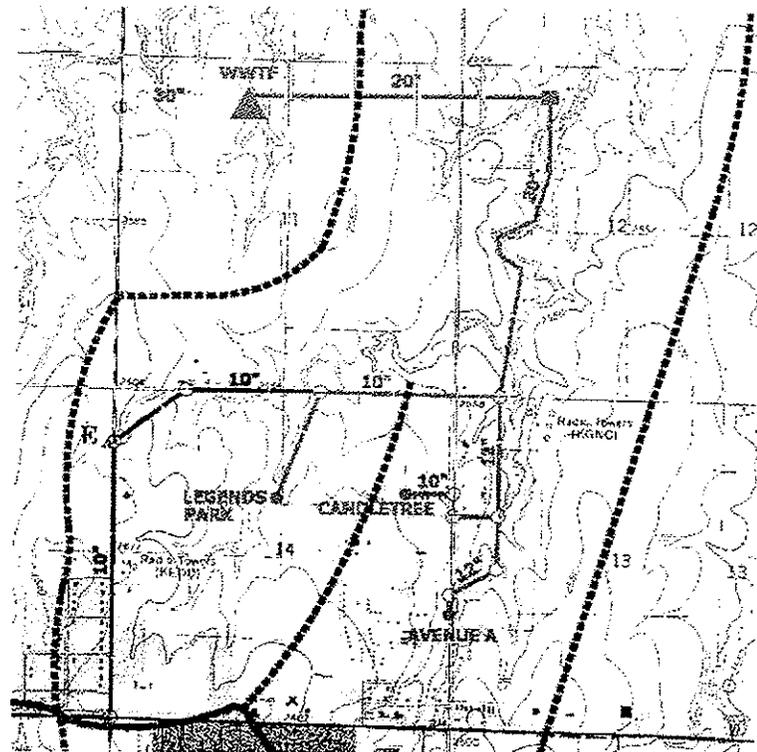
- OUTPUT:**
1. Documentation of activities including hard copy and electronic copy.
 2. One year Certificate of Performance to KDHE.
 3. One year of Technical Assistance provided by phone.

E. Project Schedule

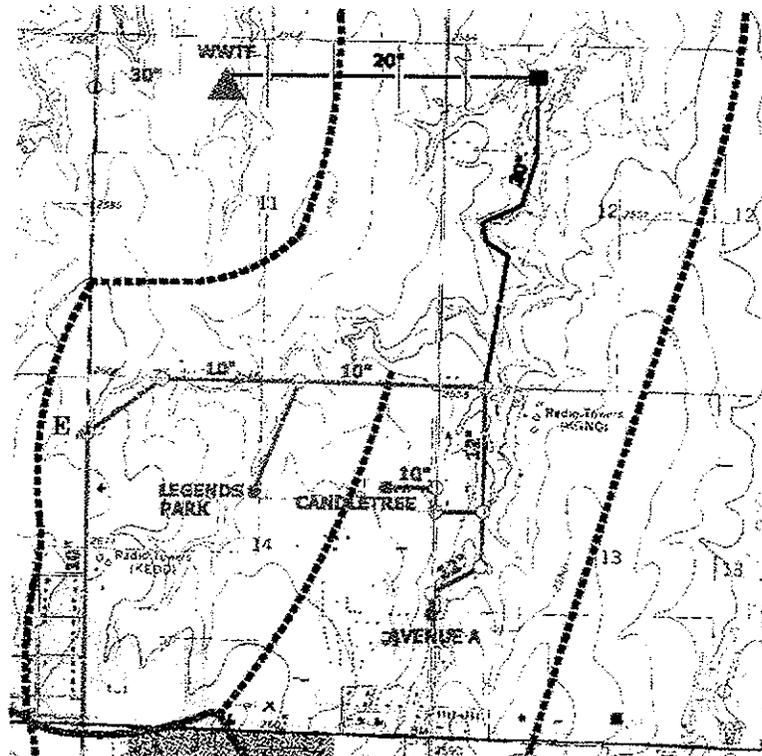
1. The design schedule for the lift station and force main to serve the Casino development will be completed within 6 months of the Notice to Proceed for Casino infrastructure design services. Construction activities could begin after completion of the design and are anticipated to require 6 months.
2. Design of the wastewater treatment facility and grey water re-use storage and pumping to a 30% level will be completed within 9 months of the Notice to Proceed for wastewater treatment facility design services. Final design completion schedule will be based on either Design-Bid-Build or Fast-Track as selected by the City.
3. The central basin collection system design will be completed in accordance with the Design Memorandum. The Phase I collection system design will be completed within 8 months of the Notice to Proceed for collection system design services. Construction activities could begin after completion of the design and are anticipated to require 9 months.



Phase IA Improvements



Phase IB Improvements



Phase IC Improvements



HOURLY RATE SCHEDULE
EXHIBIT C

<u>Title</u>	<u>Hourly Rate</u>
Principal Engineer 3	\$125.00
Principal Engineer 2	\$120.00
Principal Engineer 1	\$115.00
Project Manager 5	\$110.00
Project Manager 4	\$105.00
Project Engineer 5	\$102.00
Project Engineer 4	\$92.00
Project Engineer 3	\$82.00
Project Engineer 2	\$75.00
Design Engineer 3	\$70.00
Design Engineer 2	\$65.00
Design Engineer 1	\$55.00
Landscape Arch. 3	\$75.00
Land Use Planner 3	\$92.00
Land Use Planner 1	\$65.00
Design Technician Supervisor 3	\$80.00
Design Technician Supervisor 2	\$60.00
Design Technician 5	\$78.00
Design Technician 4	\$68.00
Design Technician 3	\$58.00
Drafter/CAD Operator 4	\$58.00
Drafter/CAD Operator 3	\$50.00
Drafter/CAD Operator 2	\$44.00
Drafter/CAD Operator 1	\$38.00
Balance Technician Supervisor 3	\$68.00
Balance Technician 5	\$68.00
Balance Technician 4	\$64.00
Balance Technician 3	\$58.00
Land Surveyor 4	\$88.00
Land Surveyor 3	\$70.00
Land Surveyor 2	\$60.00
Party Chief 4	\$55.00
Instrument Man 3	\$50.00
Instrument Man 2	\$48.00
Survey Assistant 2	\$44.00
Survey Assistant 1	\$32.00

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
3 Man Survey Crew	\$175.00
2 Man Survey Crew	\$140.00
2 Man Survey Crew w/Robot	\$150.00
1 Man Survey Crew w/Robot	\$110.00
Field Engineer 3	\$75.00
Inspector Supervisor 3	\$70.00
Inspector 5	\$68.00
Inspector 4	\$62.00
Inspector 3	\$54.00
Lab Technician Supervisor 3	\$66.00
Lab Technician 4	\$58.00
Lab Technician 3	\$50.00
Lab Technician 2	\$46.00
Lab Technician 1	\$34.00
Administrative Assistant Supervisor 4	\$52.00
Administrative Assistant 3	\$48.00
Clerk Typist 2	\$40.00
Clerk Typist 1	\$32.00
Computer Programmer	\$68.00
Technical Writer 3	\$52.00
Word Processing Technician 4	\$50.00
Computer CADD	\$16.00
GPS	\$50.00

REIMBURSABLES:

Outside Consultants	Cost
In-House Consultant	Cost
Reproduction & Photography	Cost
Equipment Rental	Cost
Material	Cost
Truck Mileage	\$0.60/Mile
Auto Mileage	\$0.55/Mile
Car Rental and Fuel	Cost
Per Diem	Cost
Telephone (Long Distance)	No Charge
Fax	No Charge
Postage (Regular Mail)	No Charge
Deliveries and Overnight Mail	Cost

SOUTHWEST KANSAS REGIONAL COOPERATION AGREEMENT

This Southwest Kansas Regional Cooperation Agreement (“the Agreement”) is made and entered into by and between the governing bodies of the City of Liberal, Kansas, the City of Garden City, Kansas, and the City of Dodge City, Kansas:

It is the goal of the respective governing bodies to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region;

In furtherance of this goal, the respective governing bodies do hereby jointly establish the Southwest Kansas Coalition (“Coalition”) which Coalition shall be governed by the following principles and procedures:

PURPOSE:

The purpose of this Agreement is to create and establish a regionally united entity designed to effectively identify, support, promote, and advocate for and on behalf of local, state, and federal policies to address common issues impacting the Southwest region of the state of Kansas.

MISSION:

The respective governing bodies recognize that a regional approach to advocacy at the state and federal levels will allow individual member cities to maximize the impact of their representation when regional improvements may be mutually beneficial to all residents of the Southwest Kansas region and do hereby pledge themselves to work collectively to achieve regional rather than independent local goals where such collective action is deemed appropriate.

ESTABLISHMENT OF POLICY AGENDA:

The respective governing bodies are committed to achieving their mission through discussion and collective agreement on issues which comprise a mutually beneficial core agenda for which member cities, as a united Coalition may advocate at the appropriate legislative and regulatory level.

IDENTIFICATION OF CORE ISSUES:

The Coalition has collectively identified two initial core issues which are deemed to have a significant social and economic impact for the Southwest region of the State of Kansas:

Transportation:

Transportation plays a critical role in the maintenance and achievement of economic benefits for all of Southwest Kansas. As such, a regional approach to implementing and enhancing a comprehensive transportation system designed to stimulate and preserve economic and social growth throughout the region is an appropriate core issue.

Education:

The development of an adequate and stable workforce through advanced educational degrees and specialized training programs is essential in maintaining and growing the economy of Southwest Kansas. Establishment of increased educational opportunities throughout the region designed to retain and recruit a stable workforce is an appropriate core issue in improving the environment for economics growth throughout the region.

CORE ISSUES ADVOCACY:

A regional approach to advocacy on the state and federal levels will allow individual member cities to maximize the impact of their message. In many instances, regional improvements will be mutually beneficial to members of the Coalition. In these instances, it is appropriate to work collectively to achieve regional rather than local goals. In order to effectively advance regional issues and to be fully informed of pending and proposed legislation impacting the region, it is essential that the Coalition retain an on-site advocate to monitor legislative action.

DEVELOPMENT OF POLICY AGENDA:

The Mayor's and City Manager's of the three member cities shall serve as an executive committee which shall be responsible for the scheduling of Coalition meetings, development and preparation of proposed policy issues, advocacy positions, strategies, and activities based on input from Coalition meetings.

ENACTMENT OF COALITION POLICY AGENDA:

Following discussion of proposed Coalition policies as presented by the executive committee, each individual governing body will present the proposed policy for official action at a regular or special meeting of its governing body. No Coalition policy shall be enacted except by formal approval from the three governing bodies.

NON MEMBER REPRESENTATION:

Representatives of non member taxing entities may attend Coalition meetings and may by unanimous action of the Coalition members actively participate with the Coalition regarding specific issues and policies under terms and conditions established by agreement between the Coalition and the non member entity.

DURATION AND TERMINATION OF COALITION:

This Coalition shall remain in effect until terminated by action of any Coalition member governing body.

This agreement has been approved by action of the governing bodies of Coalition members on the dates reflected below:

City of Liberal, Kansas

BY: _____ ATTEST: _____
Mayor City Clerk

Approved this _____ day of November, 2008

City of Garden City, Kansas

BY: _____ ATTEST: _____
Mayor City Clerk

Approved this _____ day of November, 2008

City of Dodge City, Kansas

By: _____ ATTEST: _____
Mayor City Clerk

Approved this _____ day of November, 2008