

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, March 1, 2010

7:00 p.m.

MEETING #4800

CALL TO ORDER

ROLL CALL

INVOCATION: by Dr. Jerry Ketner, New Hope of the Plains

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Problem Gambling Awareness Week

Great American Cleanup

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).

Employee of the Month: Matt Lowery

Presentation of Citizen Recognition Award to Bill Miller

Character Trait - Tolerance

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, February 15, 2010
2. Approval of City Commission Work Session minutes, February 22, 2010
3. Appropriation Ordinance No. 5, March 1, 2010
4. Cereal Malt Beverage License
 - a. Quick Pick, Inc. – 2017 N. Central Avenue
 - b. Quick Pick, Inc. – 2501 N. Central Avenue

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

Approval of Contract with PEC for Sanitary Sewer Master Plan

NEW BUSINESS

1. Approval of Byhui Final Plat. Report by Dennis Veatch, Director of Development Services and Inspections.
2. Approval of Supplemental Agreement with BHC for Bike/Pedestrian Path. Report by Paul Lewis, Director of Park and Recreation.
3. 14th Bridge Project update. Report by Joe Finley, Director of Engineering Services.

OTHER BUSINESS

ADJOURNMENT

Proclamation

Whereas, on behalf of the citizens of Dodge City, Kansas , I am pleased to join the Dodge City Problem Gambling Task Force and the local Kansas Certified Gambling Counselors in promoting March 7 - 13, 2010, as National Problem Gambling Awareness Week in Dodge City, Kansas; and,

Whereas, promoting the awareness week provides individuals in the problem gambling community an opportunity to educate the public and policymakers about the social and financial effectiveness of services available for problem gambling; and,

Whereas, problem gambling is a public health issue affecting millions of Americans of all ages, races, and ethnic backgrounds in all communities and which has a significant societal and economic cost; and,

Whereas, problem gambling is treatable and treatment is effective in minimizing the harm to both individuals and society as a whole; and,

Whereas, numerous individuals, professionals and organizations have dedicated their efforts to the education of the public about problem gambling and the availability and effectiveness of treatment; and,

Whereas, the Dodge City Problem Gambling Task Force invite all residents of Dodge City, Kansas to participate in National Problem Gambling Awareness Week.

Now, Therefore, Be It Resolved, that I, Rick Sowers, have hereunto set my hand and caused the Great Seal of the city of Dodge City to be affixed, this first day of March 2010 , do herby proclaim the week of March 7 - 13, 2010, as:

National Problem Gambling Awareness Week

In Dodge City, Kansas and encourage all citizens to help spread the message that there is help for problem gamblers through treatment, and to support those who are in treatment and recovery and their families.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Kurth Lancaster
CREW/KDCB Coordinator*

Date: 2-23-2010

*Subject: Great American Cleanup
Proclamation*

Agenda Item: Ordinances and Resolutions

Recommendation: We recommend adopting the Proclamation for Keep Dodge City Beautiful's Great American Cleanup.

Background: Keep Dodge City Beautiful is an affiliate of Keep America Beautiful and our signature event is the Great American Cleanup held during March 1st to May 31st. Some of our projects/events during the Great American Cleanup include a River Bank Cleanup with Cargill, Arbor Day tree plantings, Kansas Kids Fitness Day, and mural paintings with DCCC.

Justification: This is a continuing effort we do every year to do cleanup projects, beautification, and promote recycling events to make Dodge City beautiful.

Financial Considerations: A large portion of our supplies come from in-kind contributions from national sponsors of Great American Cleanup, local business and volunteers. CREW/KDCB purchase supplies for projects/events on as needed basis, which is already built into our budget every year.

Purpose/Mission: This is a continuing effort we do every year to do cleanup projects, beautification, and promote recycling events to make Dodge City beautiful.

Legal Considerations: None.

Attachments: Proclamation, Highlight of events to accompany the Proclamation



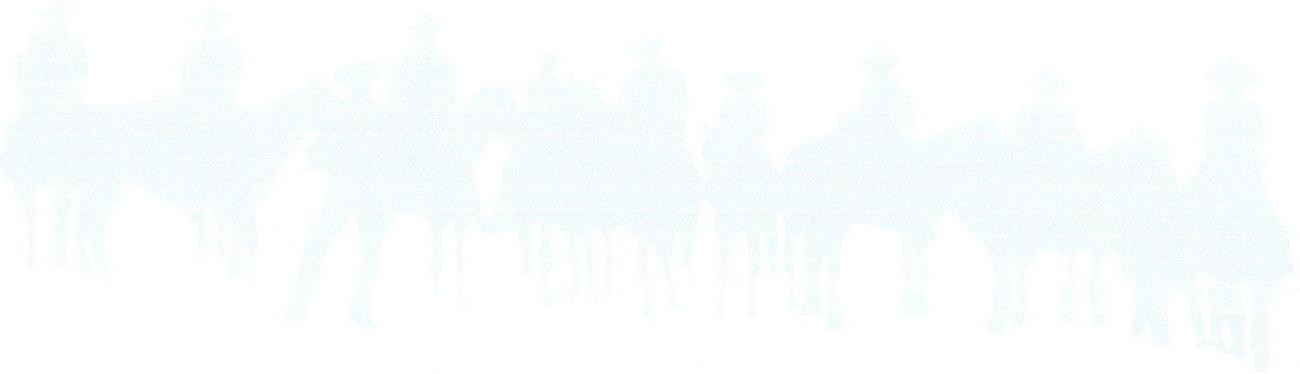
GREAT AMERICAN CLEANUP™

February 23, 2010

RE: Highlight of Great American Cleanup Events to accompany Proclamation

Keep Dodge City Beautiful's Great American Cleanup 2010 will be from March 1st to May 31st. Some projects/events planned for this year include a River Bank Clean Up with Cargill, Arbor Day tree plantings, Kansas Kids Fitness Day, and mural painting with DCCC on Ash Street. Also, during this time our Adopt-A-Highway and Adopt-A-Spot groups get out and clean their adopted areas. We have openings in both the programs for 2010. If your group, business, organization, or neighborhood is interested in adopting an area or would like to volunteer during the Great American Cleanup please contact Kurth with CREW/KDCB at 225-8148.

KEEP
DODGE CITY
BEAUTIFUL





WHEREAS, Keep America Beautiful, Inc., is a national nonprofit organization dedicated to helping individuals improve their community environments, and has established the Great American Cleanup as its signature national effort for involving American citizens in environmental stewardship;

WHEREAS, Keep America Beautiful's Great American Cleanup, is celebrating its 26th Anniversary in 2010, featuring a over 3 million volunteers participating in over 30,000 events in over 32,000 communities in all 50 states;

WHEREAS, the National Sponsors of the 2010 Great American Cleanup are: The Dow Chemical Company; The Glad Products Company; Nestlé® Pure Life® Purified Water; o.b. tampons; Pepsi-Cola Company; The Scotts Miracle-Gro Company; Solo Cup Company; Troy-Bilt® Lawn and Garden Equipment; Waste Management, Inc.; Wm. Wrigley Jr. Co.; Promotional Partners: Crescent Cardboard Company, LLC and Get Green Racing; and Educational Partner: Rubber Manufacturers Association;

WHEREAS, the City of Dodge City is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together;

WHEREAS, Keep Dodge City Beautiful has recognized the important commitment to improve American communities through litter prevention, beautification and solid waste management initiatives, and are committed to help spread the word about the importance of volunteerism and motivate everyone in our communities to become stewards of the environment;

NOW, THEREFORE, I, Rick Sowers, Mayor of Dodge City do hereby proclaim March 1st as the kick off of Keep Dodge City Beautiful's Great American Cleanup for 2010 and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations. So declared on this 1st day of March, 2010.

Rick Sowers, Mayor of Dodge City

SEAL



Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, February 15, 2010

7:00 p.m.

MEETING #4796

CALL TO ORDER

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

INVOCATION: Pastor Dimitri Clark of Second Missionary Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS Darrel Roths thanked the City Commission for making the community aware of the Ambucs mission.

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).

Vernon Bogart wanted to inform the City Commission that there is an effort in the community called the Dodge City Ford County Oral Health Commission that is being spear headed by the Rotary Club.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, February 1, 2010
2. Appropriation Ordinance No. 4, February 15, 2010
3. Approval of contract for City Water Services at 3206 North Avenue A

Commissioner Kent Smoll moved to approve the Consent Calendar as presented, seconded by Commissioner Brian Weber. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2010-03 A Resolution determining the advisability of the making of certain internal improvements (Street improvements for Interfaith Housing Project) in the City of Dodge City, Kansas, and setting forth the general nature of the improvement, the extent of the improvement district to be assessed for the cost thereof, the method of assessment, and the proposed apportionment of the cost between the improvement district and the city at large; and authorizing and providing for the making of the improvement in accordance with the findings of the Governing Body and repealing Resolution No. 2009-32.

Commissioner Monte Broeckelman moved to approve Resolution No. 2010-03, seconded by Commissioner Brian Sherer. The motion carried 4-0.

Resolution No. 2010-04 A Resolution determining the advisability of the making of certain internal improvements (Waterline improvements for Interfaith Housing Project) in the City of Dodge City, Kansas, and setting forth the general nature of the improvement, the extent of the improvement district to be assessed for the cost thereof, the method of assessment, and the proposed apportionment of the cost between the improvement district and the city at large; and authorizing and providing for the making of the improvement in accordance with the findings of the Governing Body and repealing Resolution No. 2009-33.

Commissioner Monte Broeckelman moved to approve Resolution No. 2010-04, seconded by Commissioner Brian Sherer. The motion carried 4-0.

Resolution No. 2010-05 A Resolution requiring the repair of the railroad tracks located directly south of Wyatt Earp Boulevard on 14th Avenue, failure to make such repairs within ninety (90) days shall result in the City contracting for such repairs and a lien being placed upon the property of such railway company in the same manner as other taxes are assessed, levied and/or collected.

Commissioner Kent Smoll moved to approve Resolution No. 2010-05, seconded by Commissioner Brian Sherer. The motion carried 4-0.

Resolution No. 2010-06 A Resolution requiring the repair of the railroad tracks located on Second Avenue immediately South of Sycamore Street, failure to make such repairs within ninety (90) days shall result in the City contracting for such repairs and a lien being placed upon the property of such railway company in the same manner as other taxes are assessed, levied and/or collected.

Commissioner Kent Smoll moved to approve Resolution No. 2010-06, seconded by Commissioner Brian Sherer. The motion carried 4-0.

NEW BUSINESS

1. The bids from UCI for the construction of four (4) Water Wells in the amount of \$1,998,500.00 was approved on a motion by Commissioner Monte Brockelman, seconded by Commissioner Kent Smoll. The motion carried 4-0.
2. The Supplemental Agreement for Sanitary Sewer Master Plan with PEC was discussed. Commissioner Monte Brockelman moved to table this item, the motion was seconded by Commissioner Kent Smoll. The motion carried 4-0.

3. The Final Plat for Brown-Cole Addition was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Monte Brockelman. The motion carried 4-0.
4. The Final Plat for Dodge City Business Park was approved on a motion by Commissioner Monte Brockelman, seconded by Commissioner Brian Weber. The motion carried 4-0.

OTHER BUSINESS

Jane Longmeyer, Director of Public Information:

- West Wyatt Earp – The traffic is all moved to the North side.
- 14th Avenue – The sidewalk is being poured on the East side, stripping should be done this week.

Commissioner Weber:

- Apology for being absent last meeting, was attending along with Ken Strobel, SW Kansas Chamber night in Topeka.

Mayor Sowers:

- Thanked OMI and City Staff for the sewer work done.
- Thanked the Park and Recreation Department for snow removal of the walking path.
- Thanks for the repairs to Virginia and May Streets.

ADJOURNMENT: Commissioner Kent Smoll moved to adjourn the meeting, seconded by Commissioner Brian Weber. The motion carried 4-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, February 15, 2010

5:30 p.m.

MEETING #4797

CALL TO ORDER

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

1. Discussion of Water Rights and other Water Infrastructure.
2. Update on construction of Water Reclamation Facility.

ADJOURNMENT:

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

(This form prepared by the Attorney General's Office)
(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS 67801
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS
or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS

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

- 1. (a) Name of proposed licensee: Nageeb AHMED Cornick Pick, INC
(b) Age: 40
(c) Place and date of birth: Yemen 1968
(d) Residence address: 3206 Gary AVE Dodge, KS, 67801
(e) I have been a resident of the State of Kansas: Seven y.r (7) years.

- 2. The premises for which the license is desired are located at 2017 N Central AVE
(a) The legal description of said property is: Gas and Convince Store
2017 N Central AVE
(b) The street number is: 2017 N Center
(c) The building to be used is: Grocery + Candy + Soda
(d) The business will be conducted under the following name:
Nageeb AHMED Cornick Pick

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is: Nageeb AHMED 3206 Gary AVE Dodge, KS, 67801

- 4. I am a citizen of the United States. Yes (X), No ().
(a) My citizenship arises by birth (), Naturalization (X).
(b) My place of naturalization and the date thereof is as follows:
Tampa, FL, 1999

5. I have (), have not (X), been convicted of a felony within two years immediately preceding the date of this application.

6. I have (), have not (), been convicted of a crime involving moral turpitude within two years immediately preceding the date of the application.

7. I have (), have not (), been adjudged guilty of drunkenness within two years immediately preceding the date of this application.

8. I have (), have not (), been adjudged guilty or entered a plea, or forfeited bond to a charge of driving a motor vehicle while under the influence of intoxicating, liquors within two years immediately preceding the date of this application.

9. I have (), have not (), been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

10. My place of business will be conducted by a manager or agent -
Yes (), No ()

a. If the answer above is yes, the name, age, and residence of manager or agent is _____

Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifics concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

11. I have (), have not (), been a resident of this State for at least one year immediately preceding making this application.

12. My Spouse would (), would not (), be eligible to receive a retailer's license.

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

A license fee of \$ 75⁰⁰ is enclosed herewith.

I, Nageeb AHAS, the above-named applicant, hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler licensed and bonded under the laws of the State of Kansas, and do hereby consent to the immediate revocation of my cereal malt beverage license, by the proper officials, for the violation of such laws, rules or regulations.

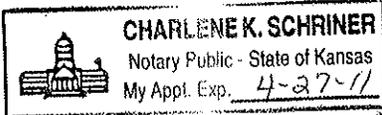
Nageeb AHAS
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF Ford, ss.

I, Nageeb AHAS, the above-named applicant, do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Nageeb AHAS
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 17th day of February, 2010



Charlene K. Schriener
(Character of official administering oath)

My commission expires on the 27 day of 4-April, 2011

APPLICATION APPROVED this _____ day of _____,

By _____
(Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

(This form prepared by the Attorney General's Office)
(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

dodge city, Ford COUNTY, KANSAS 67801,
TO THE GOVERNING BODY OF THE CITY OF dodge city, KANSAS
or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS

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

- 1. (a) Name of proposed licensee Omnick pick, INC
- (b) Age Nageeb ALHAJ 40
- (c) Place and date of birth Yemen 01-01-1968
- (d) Residence address 3206 Gary AVE, Dodge, KS. 67801
- (e) I have been a resident of the State of Kansas Seven y. 2 (7) years.

2. The premises for which the license is desired are located at 2501 N Central AVE

- (a) The legal description of said property is Gas and Conditon store 2501 N Central AVE
- (b) The street number is 2501 N Central AVE
- (c) The building to be used is Grocery + Soda + Condy
- (d) The business will be conducted under the following name:

Nageeb ALHAJ Omnick pick, INC

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Nageeb ALHAJ 3206 Gary AVE, Dodge - KS. 67801

- 4. I am a citizen of the United States. Yes () , No ().
- (a) My citizenship arises by birth (), Naturalization ().
- (b) My place of naturalization and the date thereof is as follows:
Tampa, FL 1999

5. I have ~~(X)~~ have not () been convicted of a felony within two years immediately preceding the date of this application.

6. I have (), have not () been convicted of a crime involving moral turpitude within two years immediately preceding the date of the application.

7. I have (), have not () been adjudged guilty of drunkenness within two years immediately preceding the date of this application.

8. I have (), have not () been adjudged guilty or entered a plea, or forfeited bond to a charge of driving a motor vehicle while under the influence of intoxicating liquors within two years immediately preceding the date of this application.

9. I have (), have not () been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

10. My place of business will be conducted by a manager or agent -

Yes (), No ()

a. If the answer above is yes, the name, age, and residence of manager or agent is _____

Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifics concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

11. I have () have not (), been a resident of this State for at least one year immediately preceding making this application.

12. My Spouse would (), would not () be eligible to receive a retailer's license.

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

A license fee of \$ 175.00 is enclosed herewith.

I, Nagreb AYHAJ, the above-named applicant, hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler licensed and bonded under the laws of the State of Kansas, and do hereby consent to the immediate revocation of my cereal malt beverage license, by the proper officials, for the violation of such laws, rules or regulations.

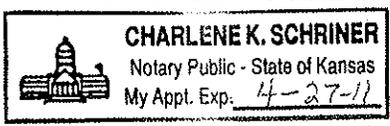
Nagreb AYHAJ
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF For d, ss.

I, Nagreb AYHAJ, the above-named applicant, do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Nagreb AYHAJ
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 17th day of February, 2010



Charlene K. Schriener
(Character of official administering oath)

My commission expires on the 27 day of 4, 2011

APPLICATION APPROVED this _____ day of _____,

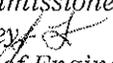
By _____
(Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Joe Finley 
Director of Engineering Services
Date: February 25, 2010
Subject: Contract with PEC to lease flow meter,
conduct fieldwork, and data analysis
Agenda: Unfinished Business

Recommendation: Approve contract with PEC to rent flow meters, conduct fieldwork, and data analysis.

Background: This item was brought to the Commission for consideration at the last City Commission Meeting. The item was tabled and staff was asked to bring additional information back to the Commission. PEC has also acquired costs for options to purchase or lease the equipment. Those options are outlined in a memorandum from PEC and are attached to this report.

Justification: Staff believes the best option is to lease the equipment instead of owning the equipment and dealing with the yearly upgrades and maintenance issues. As City Utility Crews do not have the necessary equipment to perform confined space entry and retrieval, staff would recommend having qualified individuals perform necessary work. By having PEC lease the necessary equipment, install and remove the equipment, and perform all the necessary analysis, the City does not have any liability for damage equipment or insuring the safety of our workers.

Financial Considerations: The City will be obligated to pay PEC \$49,000 to lease the equipment and perform the necessary work.

Purpose/Mission: By completing the monitoring of the City's sewer pipeline system, we can make better decisions on upgrades to our system and how future growth may affect the ability of our system to handle any increase in flow. PEC's proposal provides the City with a cost effective way of completing the work while minimizing the City's risk.

Legal Considerations: None

Attachments: PEC Memo



MEMO

Professional Engineering Consultants, P.A.

303 S. TOPEKA • WICHITA, KANSAS 67202 • 316-262-2691 • FAX 316-262-3003

www.pec1.com • designers@pec1.com

TO: City of Dodge City
806 Second Avenue
Dodge City, KS 67801

ATTENTION: Mr. Joe Finley, P.E.

FROM: Sarah C. Unruh, P.E.

REFERENCE: Sanitary Sewer System Flow Monitoring

DATE: February 24, 2010

PROJECT NO.: 34-08293-1009

PROJECT: Master Sewer Plan Update

COPIES TO: File

Please advise immediately of any misconceptions or omissions you believe to be contained herein.

The City of Dodge City contracted with PEC to update master planning documents for the City's wastewater collection and treatment systems. Part of the collection system analysis work is to create a dynamic computerized model of the system, calibrate it to existing flow conditions, and determine improvements needed to address current system conditions and provide service for future growth. Construction of the dynamic model is in process based on GIS data provided by the City for manholes, sanitary sewer lines, force mains, and lift stations. Once the model is constructed it needs to be calibrated to existing system flow conditions. Calibration of a dynamic model is performed using flow data collected in the system. Flow monitors are placed in selected manholes in the system to collect flow data for an extended period of time to capture typical daily flows as well as peak flows during rain events.

PEC provided a proposal to the City to perform field work to collect the needed flow data and to analyze the field data for use in model calibration efforts. The proposal includes initial field work to verify the optimum monitoring locations; rental of ultrasonic flow monitoring equipment with remote data storage; initial setup, moving, and removal of the equipment; and analysis of the data collected. The flow meters will be leased and will utilize a modem and cell phone to transmit data to a server maintained by the equipment company. Data would be accessible for download via the internet. Regular field visits would only be required to setup the equipment, move it to a new location, and remove it at the end of the project. The fee for the proposed work is \$49,000.

The City has asked to look at other options for equipment rental or purchase. The options discussed below all include PEC performing the field work and data analysis, but present different options for acquisition of flow monitoring equipment. The costs presented are for informational purposes only. They are approximations only and are not considered final project costs.

Option 1 – City lease ultrasonic flow meters with remote monitoring equipment

If the City chose to lease the same flow monitoring equipment included in PEC's proposal and have PEC conduct the field work and data analysis, the total cost would be approximately \$47,000.

Option 2 – City lease submersible sensor flow meters with manual data collection

Submersible sensor, manual read flow monitors are also available for lease. Rental fees for this equipment are less than the remote meters included in PEC's proposal, but manual read flow monitors will require PEC staff to collect data from the meters every 2 weeks in addition to field visits to setup, move, and remove the equipment. The total cost for this option would be approximately \$61,500, of which \$21,600 is for equipment leasing and \$39,900 for field work and data analysis.

Option 3 – City purchase submersible sensor flow meters with manual data collection

The City could purchase manual flow monitors with submersible sensors, which would allow the City to retain the equipment for their own use after the project was completed, with PEC performing the field work and data analysis. The total cost for this option would be approximately \$59,900. This cost includes \$20,000 for equipment purchase and \$39,900 for field work and data analysis. Notes....(1) the City should anticipate maintenance with new sensors for each meter every few years at a cost of \$1,000 per sensor, or a maintenance cost of approximately \$4,000 at least every 2 years; (2) software upgrades and repairs would also need to be figured into the overall cost of owning the meters.

Option 4 – City purchase ultrasonic flow meters with manual data collection

The City could purchase ultrasonic flow meters, which eliminates the need to clean and replace sensors. The total cost for this option, with PEC performing the field work and data analysis, is approximately \$78,300 which includes \$38,400 for equipment and \$39,900 for field work and data analysis.

Option 5 – City purchase ultrasonic flow meters with remote data collection

The City could purchase the same flow monitoring equipment PEC has proposed to lease in the supplemental agreement. Purchasing this equipment with PEC performing the field work and data analysis for the project would cost approximately \$87,800 which includes \$64,000 for equipment purchase and data hosting and \$23,800 for field work and data analysis. Note that an annual fee of \$1,000 per meter is required for remote collection and storage of data.

Summary of Options with PEC Performing Field Work

PEC Proposal	\$49,000	PEC lease ultrasonic flow meters with remote monitoring equipment
Option 1	\$47,000	City lease ultrasonic flow meters with remote monitoring equipment
Option 2	\$61,500	City lease submersible sensor flow meters with manual data collection
Option 3	\$59,900	City purchase submersible sensor flow meters with manual data collection
Option 4	\$78,300	City purchase ultrasonic flow meters with manual data collection
Option 5	\$87,800	City purchase ultrasonic flow meters with remote data collection

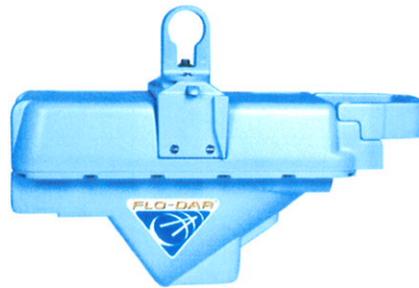
If the City chooses to rent or purchase flow monitoring equipment, City personnel could perform the field work and the City would bear all responsibility for setting, moving, and removing equipment, as well as collecting the data and providing it to PEC. In this situation PEC would only perform an initial site visit to verify the testing locations, and would analyze the field data provided by the City. The City would be required to use confined space rescue equipment and personnel trained in confined space entry and retrieval. An approximate cost for PEC to verify the testing locations and analyze the field data is \$10,000.

If you have any questions, please contact me at your convenience.

Chapter 2

About the Flo-Dar System Model 450

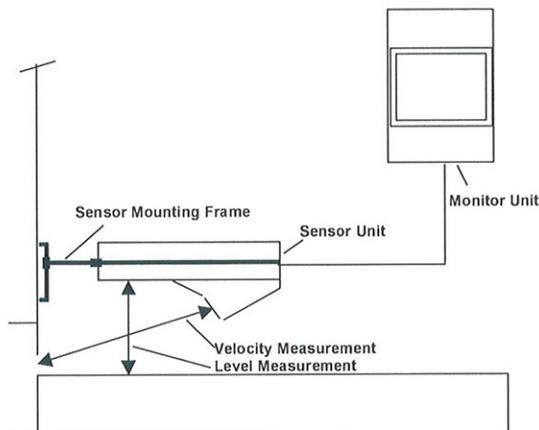
Flo-Dar flowmeters provide a revolutionary approach to open channel flow monitoring. The Model 450 Flo-Dar Flowmeter combines advanced radar velocity sensing technology with ultrasonic pulse-echo level sensing to remotely measure open channel flow.



Model 450 Sensor



Model 450 Monitor



The Sensor Unit measures surface velocity using Doppler radar, the level of the fluid in the pipe using an ultrasonic look-down level sensor and level under surcharge conditions using a pressure transducer.

The level and velocity data is transferred to the monitor, processed, combined with site characteristic data to calculate the flow rate. The resulting information is shown on the

The Model 450 Flowmeter consists of the Sensor Unit, the Sensor Mounting Frame Assembly and the Monitor Unit.

SUPPLEMENTAL AGREEMENT NO. 1

to the

AGREEMENT FOR CONSULTANTING SERVICES DATED APRIL 10, 2008

between

THE CITY OF DODGE CITY, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED "OWNER"

and

PROFESSIONAL CONSULTANTING CONSULTANTS, P.A.

PARTY OF THE SECOND PART, HEREINAFTER CALLED "ENGINEER"

for

STUDY OF WASTEWATER COLLECTION & TREATMENT SYSTEM

WITNESSETH:

WHEREAS, there now exists a contract between the two parties covering Consulting services to be provided by the ENGINEER in conjunction with the study of the wastewater collection and treatment system,

WHEREAS, Article IV, Paragraph B. of the above referenced Contract provides that additional services not covered by the scope of the agreement and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

1. Provide flow monitoring services for a total of 12 locations (three in each major basin). The monitoring devices will be installed and data collected in each location for a period of approximately 3 months. Three months is the anticipated time frame to gather sufficient data for both dry weather and wet weather flows. A total of four monitors will be used to collect data. Monitors will be set initially at the downstream end of each basin then moved twice to cover additional subbasins upstream of the first monitoring location.
2. Conduct an initial project inspection with OWNER's staff to review desired manhole monitoring locations, accessibility, etc. OWNER's staff will provide necessary manpower for manhole lid removal, traffic control, signage, etc.
3. Provide initial equipment setup in the first four manhole locations. This will consist of a two man crew with additional assistance provided by the OWNER. OWNER will provide all traffic control, manhole lid removal, etc.
4. Field data collection will be via cell phone modems that transmit real time data to the equipment rental supplier's website for ENGINEER's review and download.
5. Includes rental of the equipment from the equipment supplier (4 units for a period of 9 months). Assumes the four monitoring brackets will be removed and relocated to each monitoring location, and returned to the equipment rental supplier upon completion of the project. If OWNER desires to leave brackets in place, brackets can be purchased for \$500 each.
6. Removal and resetting the flow monitoring equipment and brackets in manholes (2 times with 4 locations each time).

7. Removal of the flow monitoring equipment and brackets upon completion of the flow monitoring.
8. Review the flow monitoring data on at least a biweekly basis to validate the data.
9. ENGINEER's staff entering manholes will have OSHA confined space training.

B. EXCLUSIONS/OWNER'S RESPONSIBILITIES

1. Traffic control and manhole lid removal as needed.
2. Provide assistance with ENGINEER's two man crew for initial equipment installation, removal, and relocation.
3. Assist ENGINEER as needed to troubleshoot and verify equipment functionality should data provided via the cell phone modem indicate possible problems with the equipment.
4. Additional trips by ENGINEER other than initial project setup, removal, and reinstallation in the 12 monitoring locations.
5. Initial inspection/check of manholes proposed to be used as flow monitoring sites to verify accessibility.

C. PAYMENT PROVISIONS

Payment to the ENGINEER for the performance of the professional services required by this agreement shall be billed on the basis of actual hours worked times the hourly rates of the individual based upon the attached hourly rate schedule (Exhibit A) plus reimbursable costs for mileage, hotel, meals, and equipment rental. The estimated fee for the above scope of services is \$49,000. If additional flow monitoring locations or duration are required the fee will be adjusted accordingly.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this Supplemental Agreement as of this _____ day of _____, 2010.

CITY OF DODGE CITY

By: 

ATTEST:

By: _____

PROFESSIONAL CONSULTANTING CONSULTANTS, P.A.

By: 

Michael D. Kelsey, P.E.
Principal

ATTEST:

By: 

Andy Buessing, P.E.
Water/Wastewater Division Manager



Professional Engineering Consultants, P.A.

HOURLY RATE SCHEDULE
ATTACHMENT B.2

<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	\$109.00
Project Engineer 5	\$102.00
Project Engineer 4	\$96.00
Project Engineer 3	\$86.00
Project Engineer 2	\$83.00
Design Engineer 3	\$78.00
Design Engineer 2	\$73.00
Design Engineer 1	\$67.00
Landscape Arch. 3	\$83.00
Design Technician Supervisor 3	\$92.00
Design Technician Supervisor 2	\$72.00
Design Technician 5	\$90.00
Design Technician 4	\$80.00
Design Technician 3	\$70.00
Drafter/CAD Operator 4	\$74.00
Drafter/CAD Operator 3	\$66.00
Drafter/CAD Operator 2	\$60.00
Drafter/CAD Operator 1	\$54.00
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
Field Engineer 3	\$75.00
Inspector Supervisor 3	\$70.00
Inspector 5 Regular Rate	\$68.00
Inspector 5 O/T Rate	\$90.00

HOURLY RATE SCHEDULE

Page 2

<u>Title</u>	<u>Hourly Rate</u>
Inspector 4 Regular Rate	\$62.00
Inspector 4 O/T Rate	\$82.00
Inspector 3 Regular Rate	\$54.00
Inspector 3 O/T Rate	\$74.00
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

REIMBURSABLES:

Outside Consultants	Cost plus 10%
In-House Consultant	Labor Cost plus 50%
Reproduction & Photography	Cost plus 10%
Equipment Rental	Cost plus 10%
Material	Cost plus 10%
Truck Mileage	\$0.60/Mile
Auto Mileage	\$0.50/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 plus 10%

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: February 24, 2010

Subject: Bhuyia Replat

Agenda Item: New Business

Recommendation: The Dodge City Zoning Board met February 23, 2010 to review the Final Plat of Bhuyia Replat. They are recommending that this plat be approved. City staff also concurs with this recommendation.

Background: Habib Bhuyia submitted a variance application to reduce the rear and side yard setbacks of property located at 1707 & 1709 Spruce. The Board of Zoning Appeals met on February 10, 2009 to discuss and approve this variance request. Mr. Bhuyia then submitted an application to replat this property into three new lots. The Development Services Committee reviewed this plat and comments were furnished to the Zoning Board. The Zoning Board met February 23, 2010 to recommend approval of this plat.

Justification: This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To create additional lots available for sale and redevelopment.

Legal Considerations: None

Attachments: Final Plat of Bhuyia Replat.

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: February 25, 2010

Subject: Supplemental Agreement w/ BHC Rhodes

Agenda Item: New Business

Recommendation: Staff requests approval of a supplemental agreement with BHC Rhodes for design of an additional trail segment on the bicycle/pedestrian trail in an amount not to exceed \$15,000.

Background: BHC Rhodes is currently under contract to design the extension of the bicycle/pedestrian trail that will connect at 6th Ave. and run west and south ending in Spiers Park. This is a TEA-21 project funded through KDOT where 80% of the expense is reimbursed to the City.

KDOT recently contacted the City and offered additional funding for the project through the American Recovery and Reinvestment Act (ARRA). This stimulus funding provides us the opportunity to extend the trail an additional 1200 feet ending at Soule in Spiers Park. Attached with this memo is a drawing of the original project and the proposed extension.

BHC Rhodes proposed a supplemental agreement not to exceed \$15,000 to provide plans and bid documents for the additional trail segment as part of the project. That work also includes additions to the specifications required by the ARRA stimulus funding.

If approved, this contract will have full plans and specifications ready for bidding by April 13th with a bid opening date of May 3rd. It is anticipated construction will start the later part of June or early July.

Justification: This segment extends the trail an additional quarter mile to now end at Soule in Spiers Park. When this project was originally submitted to KDOT it was anticipated to run through Spiers and Chilton all the way to Comanche Ave. At that time KDOT wasn't able to fund the entire project and the project was scaled back. The availability of the ARRA money allows for construction of more of the original project and completes another segment of the trail master plan with future segments to extend south to Wright Park and west to Mariah Hills.

Financial Considerations: The revised construction budget for this project including the additional segment is \$500,000. Minus ARRA funding and the TEA-21 reimbursement, the City's construction expense is estimated at \$80,000 plus the additional \$15,000 for design for a total of \$95,000. The City currently has \$70,000 budgeted in the 2010 CIP to fund the work. As a result of labor savings in Construction, Forestry, and Civic Center budgets, the additional funds necessary to complete this work are available in those accounts.

Purpose/Mission: This project meets the core value of Ongoing Improvement by adding to an amenity that is highly valued and widely used by the community. Furthermore it helps us prepare for the future by securing additional funding opportunities to provide the amenities and resources to make Dodge City a more livable and attractive community.

Legal Considerations: None

Attachments: Project Map, BHC/Rhodes supplemental agreement

February 25, 2010

Paul Lewis
City of Dodge City
240 San Jose Drive
P.O. Box 880
Dodge City, KS 67801

Re: Additional Work for Bike/Pedestrian Path
(KDOT Project 29 TE-0325-01)

Dear Mr. Lewis,

As discussed Brungardt Honomichl and Co., P.A. (BHCR) has prepared this supplemental agreement to modify the scope of work, associated professional fees, and estimated schedule described in our original agreement for the Bike/Pedestrian Path Project. All other terms and conditions included in the original agreement are to remain unchanged.

The proposed changes to the project will include design and plan production for an additional segment of 10 foot wide concrete trail from the original termination point in Spiers Park, south staying on City park property to the north right-of-way of Soule. The BHCR's scope of work is modified to add the following tasks:

- Using existing aerial photography and contour data provided by the City, extend the project basemap south to cover the ground between the flowline of the drainageway and the western edge of Manor Drive to the north edge of Soule.
- Develop preliminary plans (plan/profile and cross-sections) for the new trail for review by City staff. Attendance of a field check meeting on site with City staff by BHCR's project manager is included.
- Work with City staff to identify specific equivalent alternatives for pre-fabricated pedestrian bridges and trail furniture per KDOT comment for inclusion in plans and technical provisions.
- Based on comments received at field check meeting, prepare office check plans that include the original trail improvements as well as the additional trail segment. Bid documents will also be revised based on KDOT comments and ARRA requirements. Two paper sets of 11"x17" plans and spec book will be forwarded to City and to KDOT for final review.
- Final bid plans and bid documents will be prepared based on City and KDOT final review comments. PDF copies of plan sheets and bid book documents will be provided to City for use in their distribution of bid sets to interested bidders. BHCR will not sell bid sets for the new project letting.

No other additional work is included in this supplemental agreement.

The additional work described herein will be performed on an hourly basis with a total amount for labor and expenses not to exceed \$15,000.00 over and above the lump sum amount set in the original contract. Consultant shall submit invoices every four weeks with breakdowns based on percent completion of the project. Payment shall be made within 30 days after receipt of invoice.

The schedule stated in the original agreement must be modified based on previous delays due to KDOT reviews and the modified scope of work described here. The updated remaining project milestone estimated dates are as follows:

TIME SCHEDULE:

Preliminary plans for additional trail segment	March 9, 2010
Field check meeting on site	March 12, 2010
Office check plans submitted to City and KDOT	March 26, 2010
Final bid documents submitted	April 5, 2010
Bid packets ready for distribution electronically by City	April 13, 2010

This supplemental agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and BHCR.

IN WITNESS WHEREOF, the parties have caused this supplemental agreement to be executed as of the day and year above written.

CITY OF DODGE CITY
Dodge City, Kansas

BRUNGARDT HONOMICHL &
COMPANY, P.A.

By _____
Authorized Signature

By Steven K. Bachenberg
Steven K. Bachenberg, P.E.
Vice-President

ATTEST:

ATTEST:

CITY CLERK

Kathleen A. Wilson
NOTARY PUBLIC





Blue lines indicate trail segments already included in submitted plans.

Yellow line shows additional trail section in City park that is being considered for inclusion in final plans.

Image © 2010 DigitalGlobe
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2009 Google

37°46'35.47" N 100°01'41.65" W elev. 2603 ft

Eye alt. 6237 ft

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Joe Finley 
Director of Engineering Services*

Date: February 24, 2010

*Subject: Authority to Award Contract
Commitment of City Funds*

Agenda: New Business

Recommendation: Approve agreement with KDOT to commit funds for the Bridge Repair Project on south 14th Street.

Background: Earlier this year the Commission authorized staff through KDOT to solicit bids to repair the expansion joints and repair the damage to the structure under the expansion joint. The project is funded with \$99,000 of ARRA funds. The remaining cost of the project is the City's responsibility. The engineers estimate for the project was #243,455. However, when the project was let the low bid for construction was \$381,124.40.

Justification: Without the repair work it is very likely that the bridge may require load rating and may require partial or full closure. This work will offer a permanent solution to correct the deterioration that has taken place.

Financial Considerations: By approving this agreement the City will be obligated to pay KDOT \$301,180. Payment for this project will come from bonds.

Purpose/Mission: Rehabilitation of this bridge will continue to provide our citizens with a safe transportation system.

Legal Considerations: By providing this agreement, the City will be obligated to pay KDOT for all cost above \$99,000.

Attachments: KDOT Agreement

Additional Information: Our design engineer BG Consultants will make a presentation prior to discussion of this item.

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

January 26, 2010

2 Copies to City
Project Number: 29 U-2259-01
ARRA-U225(901)
City of Dodge City

WHEREAS bids were received at Topeka, Kansas on 1/20/2010 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	TYPE OF WORK	AMOUNT
PCIROADS LLC 14123 42ND STREET NE SAINT MICHAEL, MN 55376-9564	Bridge Repair	\$ 381,124.40

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of the bid plus an estimated \$19,056.00 for construction engineering less \$99,000.00 Maximum Federal Funds = \$302,000.00 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$302,000.00 which are required for the matching of Maximum Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 3/11/2010 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

Adopted this ____ day of _____, _____, at _____, Kansas.

Recommended for Approval:

City Engineer	_____, Mayor
Attest:	_____, Member
(Seal)	_____, Member
City Clerk	

PRELIMINARY STATEMENT OF COST
 29 U-2259-01
 ARRA-U225(901)
 14TH AVE. OVER ARKANSAS RIVER

	City's Share
Actual Bid	\$381,124
Water (for Grading)	\$0
Subtotal	<u>\$381,124</u>
Less Federal-aid Non-Participating Const. Costs	\$0
Less Federal-aid Non-Participating CE. Costs	\$0
Sub-Total Participating Const.	<u>\$381,124</u>
LPA CE Contract	\$0
KDOT CE Estimated	\$19,056
Federal Participating Construction & CE	<u>\$400,180</u>
Const. Federal Non-Participating	\$0
CE Federal Non-Participating	\$0
100% Federal Funds	\$99,000
0% City Funds	\$0
100% City Funds Due to Max.	\$301,180
City's Share	<u>\$301,180</u>
Amount to Bill City (Rounded up)	<u>\$302,000</u>
Total Project Cost	\$400,180
Federal Funds	\$99,000
City Share	\$301,180
State of Kansas	\$0
	<u><u>\$400,180</u></u>