

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, July 18, 2011

7:00 p.m.

MEETING #4855

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Vernon Bogart of John 14 Fellowship

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

1. Application for Property Tax Exemption for Curtis Machine Co., Inc.

## **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).

Joe Railsback

Charles Meade

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, July 5, 2011
2. Appropriation Ordinance No. 14, July 18, 2011
3. Cereal Malt Beverage License
  - a. Saigon Café Bistro LLC, 202 E. Frontview
  - b. Bella Italia LLC, 308 West Wyatt Earp Blvd
  - c. Love's Travel Stop #58, 1108 W. Wyatt Earp
4. Approval of Lease with Southwest Plains Regional Service Center at Hennessy Hall.
5. Approval of Quitclaim Deed for Block 22, Lots 3 & 4 of Boyd's Addition.

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3517:** An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing Lots 191, 193, 195, 197 and 199, Block 70, Original Town from I-1 Light Industrial to R-2 Residential Medium Density. Report by Director of Development Services, Dennis Veatch.

**Ordinance No. 3518:** An Ordinance Amending Ordinance No. 3505 Relating to Traffic and Truck Routes in the City of Dodge City and Amending Chapter 14, Section 2 of the City of Dodge City Municipal Code. Report by City Manager, Ken Strobel.

**Resolution No. 2011-20:** A Resolution Providing for Advalorem Property Tax Exemption Under Section 13, Article 11 of the Constitution of the State of Kansas for Curtis Machine Co., Inc. of Dodge City, Kansas. Report by Executive Director of Dodge City/Ford County Development Corporation, Joann Knight.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of Bid in the amount of \$44,141.00 from Kansas Golf and Turf for the purchase of a wide area rotary mower for the Parks Division. Report by Director of Parks & Recreation, Paul Lewis.
2. Approval of Bid in the amount of \$24,861.97 from Cunningham & Associates for the purchase of a playground system, along with the utilizing Community Promotion Funds for the purchase of recycled rubber and bonding agents for the installation of a rubber playground safety surfacing for Spiers Park. Report by Director of Parks & Recreation, Paul Lewis.
3. Approval of Phase III, Levee Improvement Design with Wilson & Company. Report by Director of Engineering, Ray Slattery.
4. Approval of Quote from McPherson Concrete Products in the amount of \$27,251.68 for repair to drainage ditch east of the Water Department. Report by Superintendent of Public Works, Mike Klein.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Tuesday, July 5, 2011

7:00 p.m.

MEETING #4853

## **CALL TO ORDER**

**ROLL CALL:** Mayor Rick Sowers, Commissioners Kent Smoll, Jim Sherer, Michael Weece and Monte Broeckelman were present.

**INVOCATION:** by Vernon Bogart of John 14 Fellowship

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

Kansas All-Star Football Shrine Bowl Day Proclamation was presented to Jesse Trent and Jennifer Lehmkuhler.

Parks and Recreation Month Proclamation was presented.

**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).

Cathy Reeves with the Dodge City Public Library gave the Quarterly report for the Library.

Chuck Howell, CEO of Great Lakes Aviation spoke regarding Dodge City air service.

Joe Railsback, citizen of Dodge City, lives on north Gary Avenue spoke regarding the bindweed, streets and the work needed to be done in our town.

## **CONSENT CALENDAR**

1. Approval of City Commission Work Session minutes, June 20, 2011
2. Approval of City Commission Meeting minutes, June 20, 2011
3. Approval of City Commission Special Meeting minutes, June 28, 2011
4. Appropriation Ordinance No. 13, July 5, 2011
5. Cereal Malt Beverage License
  - a. Pilot Travel Center #657, 2524 E. Wyatt Earp Blvd.
6. Ratification of Bid from JAG Construction Co. for West Wyatt Earp Right-of-Way fill-in.

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Michael Weece. The motion carried unanimously.

**ORDINANCES & RESOLUTIONS****UNFINISHED BUSINESS****NEW BUSINESS**

1. The payment to easements for Wastewater Reclamation Facility in the amounts of \$1,767.00 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Monte Broeckelman. Motion carried unanimously.
2. Cassie Maydon was appointed to the Cultural Relations Advisory Board on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried unanimously.

**OTHER BUSINESS**

Ken Strobel, City Manager:

- Chuck Howell's visit was timely – the City of Garden City approved a letter today regarding Essential Air Service and an investigation to partner with them to create a regional airport in Southwest Kansas. Would like to have a special session to discuss this within the next two (2) weeks.
- Thanked residents of Dodge City and Ford County for respecting the fireworks ban and putting safety first. Hopefully it will rain and we will be able to plan a celebration in the near future.
- Congressman Huelskamp will be visiting at the Depot Theater on Monday, July 18<sup>th</sup> from 11:00 a.m. to Noon.
- Commending on the Shrine Bowl proclamation and Park & Recreation Proclamation.

Commissioner Michael Weece:

- Commented on Sales Tax Report – encouraged people to shop local – we will be more attractive to prospective retailers. Shop local and shop often.

Commissioner Jim Sherer:

- Echoed Commissioner Weece's comments – shop local
- Racing was good this weekend – attendance was good
- Appreciate community's response for firework's ban decision

Commissioner Kent Smoll:

- Thanked citizens for support of decision for fireworks ban

Commissioner Monte Broeckelman:

- Pray for rain
- Group of Dodge City young ladies represented Dodge City well in gymnastics competition in Orlando, Florida this past weekend.

Mayor Rick Sowers:

- Thanked the community for support of the fireworks ban and vendors.

**ADJOURNMENT:** Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

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

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

City or  County of Dodge City

<b>SECTION 1 - LICENSE TYPE</b>	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required):		
Name <u>Linda Hoanglam</u>	Phone No. <u>561-713-9225</u>	Date of Birth <u>04-06-84</u>
Residence Street Address <u>1304 Greenwood Ave</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name <u>Mrs Lam</u>	Phone No. <u>620-430-2004</u>	Date of Birth <u>07-20-82</u>
Residence Street Address <u>same as above</u>	City	Zip Code

<b>SECTION 3 - LICENSED PREMISE</b>	
<b>Licensed Premise (Business Location)</b>	<b>Mailing Address</b>
DBA Name <u>Saigon Cafe Bistro LLC</u>	Name <u>Linda Hoanglam</u>
Business Location Address <u>202 E. Frontview</u>	Address <u>1304 Greenwood Ave</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>(620) 225-0682</u>	<input type="checkbox"/> I own the proposed business location.
Business Location Owner Name(s) <u>Linda Hoanglam (MBE)</u>	<input checked="" type="checkbox"/> I do not own the proposed business location.

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>10</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION		
My place of business will be conducted by a manager or agent.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name <i>Linda Hoang Lam</i>	Phone No. <i>513-113-9225</i>	Date of Birth <i>04-02-84</i>
Residence Street Address <i>1704 Greenwood</i>	City <i>Dodge City</i>	Zip Code <i>67801</i>
Manager or Agent Spousal Information		
Spouse Name <i>M. Lam</i>	Phone No. <i>(620) 430-2004</i>	Date of Birth <i>07-30-1982</i>
Residence Street Address <i>same as above</i>	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE *Linda Hoang Lam* DATE *7-11-11*

FOR CITY/COUNTY OFFICE USE ONLY:

License Fee Received Amount \$ \_\_\_\_\_ Date \_\_\_\_\_  
(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)

\$25 CMB Stamp Fee Received Date \_\_\_\_\_

Background Investigation  Completed Date \_\_\_\_\_  Qualified  Disqualified

New License Approved Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

License Renewed Valid From Date \_\_\_\_\_ to \_\_\_\_\_ By: \_\_\_\_\_

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)

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

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

City or  County of Ford

SECTION 1 – LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License	
Check One:	
<input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-452499357 F-01</u>		
Name <u>Maria Y. Garcia</u>	Phone No. <u>620-640-8329</u>	Date of Birth <u>7-17-81</u>
Residence Street Address <u>10735 Appaloosa St</u>	City <u>Garden City KS</u>	Zip Code <u>67846</u>
Applicant Spousal Information		
Spouse Name <u>Cesar Garcia</u>	Phone No. <u>620-640-8329</u>	Date of Birth <u>8-1-78</u>
Residence Street Address <u>10735 Appaloosa St</u>	City <u>Garden City KS</u>	Zip Code <u>67846</u>

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location)	Mailing Address
DBA Name <u>Bella Italia LLC</u>	Name <u>SAME</u>
Business Location Address <u>308 West Wyatt Earp Blvd</u>	Address <u>308 West Wyatt Earp Blvd</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-225-1800</u>	<input type="checkbox"/> I own the proposed business location.
Business Location Owner Name(s) <u>Jasmin Del Rio MBP</u>	<input checked="" type="checkbox"/> I do not own the proposed business location.

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>17</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION		
My place of business will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE  DATE 7-8-11

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ ( \$25 - \$50 for Off-Premise license or \$25-200 On-Premise license )	
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved   Valid From Date _____ to _____   By: _____	
<input type="checkbox"/> License Renewed   Valid From Date _____ to _____   By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS 66625-3512.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)



# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of City of Dodge City, Kansas

## SECTION 1 - LICENSE TYPE

Check One:  New License  Renew License

Check One:  
 License to sell cereal malt beverages for consumption on the premises.  
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 004-731220756F-01

Name of Corporation <u>Love's Travel Stops &amp; Country Stores, Inc.</u>		Principal Place of Business	
Corporation Street Address <u>10601 N. Pennsylvania</u>	Corporation City <u>Oklahoma City</u>	State <u>OK</u>	Zip Code <u>73120</u>
Date of Incorporation <u>12-29-1986</u>	Articles of Incorporation are on file with the Secretary of State.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>CT Corporation</u>	Phone No. <u>785-233-0593</u>		
Residence Street Address <u>515 South Kansas</u>	City <u>Topeka</u>	State <u>KS</u>	Zip Code <u>66603</u>

## SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location)		Mailing Address	
DBA Name <u>Love's Travel Stop #58</u>	Name <u>Love's Travel Stops &amp; Country Stores, Inc.</u>		
Business Location Address <u>1108 W. Wyatt Earp</u>	Address <u>PO Box 26210 Attn: Licensing</u>		
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Oklahoma City</u> State <u>OK</u> Zip <u>73126</u>		
Business Phone No. <u>620-225-0654</u>	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) <u>Love's Travel Stops &amp; Country Stores, Inc.</u>			

## SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

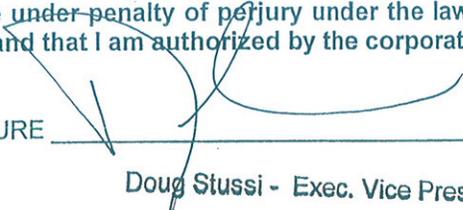
List each person and their spouse, if applicable. Attach additional pages if necessary.

Name <u>See Attached List</u>	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

SECTION 5 - MANAGER OR AGENT INFORMATION			
My place of business will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Phone No.	Date of Birth	
Darren Newton	620-338-	12-16-1976	
Residence Street Address	City	Zip Code	
203 Ridgeview	Cimmaron 3751	67835	
Manager or Agent Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Jennifer Newton	620-338-3959	5-14-1978	
Residence Street Address	City	Zip Code	
203 Ridgeview	Cimmaron	67835	

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
<p>Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 &amp; 5 have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:            (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<p>None of the individuals identified in Sections 4 and 5 were managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which:            (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE  DATE 6-28-11  
 Doug Stussi - Exec. Vice Pres. - CFO

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>50.00</u> Date <u>7-7-11</u> (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>7-8-11</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

<sup>1</sup> Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)



## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: July 13, 2011

Subject: Hennessy Lease Approval

Agenda Item: Consent Calendar

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**Recommendation:** Staff recommends approving the lease with Southwest Plains Regional Service Center for office space at Hennessy Hall.

**Background:** Southwest Plains Regional Service Center has been a tenant at Hennessy since 2005. This lease provides them office space in Room 45 on the ground floor and Room 127 on First Floor. In total they lease 2,802 square feet of space.

**Justification:** Southwest Plains Regional Service Center (SWPRSC) is a not for profit and fits the profile of service organizations targeted for leasing at Hennessy.

**Financial Considerations:** The term of this agreement is for one year and the annual lease amount is \$16,812 payable in \$1401 monthly installments. This rate was based on 2802 square feet at the standard \$6 per square foot annual rate.

**Purpose/Mission:** This lease is consistent with the City's Mission Statement which speaks of working cooperatively with others in order to make Dodge City a better community in which to live.

**Legal Considerations:** The agreement is the standard form used with all Hennessy tenants.

**Attachments:** SWPRSC Lease Agreement

## **HENNESSY HALL LEASE AGREEMENT**

This lease agreement is made and entered into by and between the City of Dodge City, Kansas a municipal corporation (LANDLORD), and Southwest Plains Regional Service Center, a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

**1. LEASE PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessy Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessy Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately two thousand eight hundred and two square feet (2,802). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."

**2. TERM:** The term of this lease shall be for a period of one (1) year commencing June 15, 2011, and terminating June 14, 2012, subject, however, to earlier termination as set forth herein.

**3. LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rental in the amount of sixteen thousand eight hundred twelve dollars (\$16,812.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of one thousand four hundred and one dollars (\$1,401.00), commencing on the first day of July, 2011, for 1st months rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."

**4. ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in

which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

(a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately two thousand eight hundred and two (2,802) square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 2.6%.

(b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.6%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 2802 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.

(c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1 of the following year, and on the first day of each month thereafter until the next rental adjustment.

(d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2010.

**5. REPAIR AND MAINTENANCE:** Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

**6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

**7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

**8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

**9. USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

**10. TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by

the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

- a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date
- b) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

**11. TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

**12. DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the

landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

**13. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.

**14. ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

**15. ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD's assignee.

**16. RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

**17. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 2nd Avenue, PO Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center USD 626, Box 1010, Sublette, KS 67877.

**18. BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

\_\_\_\_\_  
DATE

CITY OF DODGE CITY,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
RICK SOWERS, MAYOR

APPROVED: \_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

SOUTHWEST PLAINS REGIONAL  
SERVICE CENTER USD 626

By: \_\_\_\_\_  
MIKE TOOLE, EXECUTIVE DIRECTOR



# *Memorandum*

To: City Manager  
Assistant City Manager  
City Commissioners  
From: Mary Trent  
Date: July 14, 2011  
Subject: Block 22, Boyd's Addition  
Agenda Item: Consent Calendar

---

**Recommendation:** Staff recommends a Quitclaim Deed to Manuel and Connie Marquez for a 30 X 76 vacant lot contained in lots 3 & 4, Block 22, Boyd's Addition.

**Background:** In January of 1930 the vacant lot was deeded to the City for future street purposes. This lot is the rear portion of 1109 Avenue B, Dodge City, KS and provides access to the private garage of Manuel and Connie Marquez.

**Justification:** The lot is not suitable for development due to the size of lot and location.

**Financial Considerations:** \$1

**Purpose/Mission:** This is consistent with the City's Mission Statement which speaks of working cooperatively with others in order to make Dodge City a better community in which to live.

**Legal Considerations:** None

**Attachments:** QUITCLAIM DEED

**QUITCLAIM DEED**

(Kansas Statutory Form)

The **CITY OF DODGE CITY, KANSAS**, a municipal corporation

In consideration of the sum of one dollar and other valuable considerations

**QUITCLAIMS AND CONVEYS**

The following described real estate in Ford County, Kansas:

*Beginning 120 feet south and 130 feet west of the northeast corner of Block 22, Boyd's addition to Dodge City, Kansas; thence south 30 feet; thence west approximately 76 feet to the west side of said block; thence north 30 feet; thence east approximately 76 feet to the place of beginning.*

to **Manuel and Connie Marquez**

**Dated this 18<sup>th</sup> Day of July, 2011**

**The City of Dodge City, Kansas**  
A Municipal Corporation

\_\_\_\_\_  
Rick Sowers, Mayor

Attest:  
City Clerk

\_\_\_\_\_  
Nannette Pogue

**ACKNOWLEDGMENT**

**STATE OF KANSAS)**  
**) §:**  
**COUNTY OF FORD )**

The forgoing Quitclaim Deed is acknowledged before me, a notary public, on the 18th day of July, 2011 by Rick Sowers, Mayor of The City of Dodge City, Kansas, a Municipal Corporation, and by Nannette Pogue, City Clerk of the City of Dodge City, Kansas a Municipal Corporation.

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

My Appt Expires:\_\_\_\_\_

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: July 13, 2011*

*Subject: Rezoning E.1/2 of Blk 70,  
Original Town*

*Agenda Item: Ordinance No. 3517*

---

**Recommendation:** The Dodge City Zoning Board recommends approval of this Zoning amendment.

**Background:** Saul Menendez has submitted a request to rezone this property to R-2, Residential Medium Density for the purpose of building several new homes. This property was originally zoned R-2 and then rezoned for Light Industrial uses back in 2002. The proposed use did not materialize and the property remains vacant.

**Justification:** There is a need in Dodge City for affordable housing. Vacant residential lots with available utilities are ideal for such a demand.

**Financial Considerations:** None

**Purpose/Mission:** To promote development and bring areas like this into compliance with current city codes.

**Legal Considerations:** None

**Attachments:** Ordinance No. 3517, and map showing proposed rezoning.

**ORDINANCE NO. 3517**

**AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICAL ZONING MAP OF THE CITY, CHANGING LOTS 191, 193, 195, 197, AND 199, BLOCK 70, ORIGINAL TOWN FROM I-1 LIGHT INDUSTRIAL TO R-2 RESIDENTIAL MEDIUM DENSITY.**

**BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:**

**SECTION 1:** The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned from I-1 Light Industrial to R-2 Residential Medium Density:

Lots 191, 193, 195, 197, and 199, Block 70, Original Town

**SECTION 2:** The Zoning Board held a duly advertised public hearing on June 28, 2011.

**SECTION 3:** No protest petition has been filed, as provided by law.

**SECTION 4:** This ordinance shall take effect from and following its publication in the official newspaper as required by law.

**PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS 18th DAY OF JULY, 2011.**

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RICK SOWERS, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK



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**Legend**

-  Proposed Re-Zoning
-  RS
-  R1
-  R2
-  R3
-  CO
-  C1
-  C2
-  I1
-  I2



## Memorandum

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

*From: Nannette Pogue*

*Date: July 15, 2011*

*Subject: Ordinance No. 3518*

*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** I recommend approval of Ordinance No. 3518

**Background:** During a conference attended by Terry Malone, Ken Strobel, Jane Longmeyer and Craig Mellecker regarding the Truck Route Ordinance, the penalty for the truck route violation came up. Since there is no specific penalty assigned for the truck route and there is no corresponding state law for a truck route violation, without a penalty section in the Truck Route Ordinance, the violation would be in the unclassified misdemeanor category under 1-116 of our municipal code. It is the opinion of Terry Malone, City Prosecutor, that we need to designate the truck route violation a non-moving traffic infraction. It is non-moving since the Kansas Motor Vehicle Department would not recognize it as a moving violation since there is no corresponding state law for a truck route violation. Thus the court cost would be our base cost of \$50 with the additional 50 cents added by the state for the judicial training fund. Judge Giardine has the authority per KSA 12-4305(a) to place this violation on the court's fine schedule. The proposed ordinance would accomplish classifying any truck route violations and allow the judge to set a fine.

**Justification:** Clarify the penalty for violation of the Truck Route Ordinance

**Financial Considerations:** Cost of publishing the ordinance.

**Purpose/Mission:** On-going improvement.

**Legal Considerations:** Would legally clear up the penalty for the violation of the truck route ordinance.

**Attachments:** Ordinance No. 3518

**ORDINANCE NO. 3518**

**AN ORDINANCE AMENDING ORDINANCE NO. 3505 RELATING TO TRAFFIC AND TRUCK ROUTES IN THE CITY OF DODGE CITY AND AMENDING CHAPTER 14, SECTION 2 OF THE CITY OF DODGE CITY MUNICIPAL CODE.**

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

**Section 1.** The following article shall be added, thereby amending Ordinance No. 3505 and Chapter 14, Section 2 of the City of Dodge City Municipal Code:

**14-219. Penalty.** A violation of Section 217 of this Article is designated as a nonmoving traffic infraction and the penalty shall not exceed a fine of \$500.

**Section 2. Effective Date.** This ordinance shall be effective upon publication in the Dodge City Daily Globe.

Adopted by the Governing Body and approved by the Mayor this 18<sup>th</sup> day of July, 2011.

\_\_\_\_\_  
Rick Sowers, Mayor

ATTEST:

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

RESOLUTION NO. 2011-20

A RESOLUTION PROVIDING FOR AD VALOREM PROPERTY TAX EXEMPTION UNDER SECTION 13, ARTICLE 11 OF THE CONSTITUTION OF THE STATE OF KANSAS FOR CURTIS MACHINE COMPANY, INC. OF DODGE CITY, KANSAS.

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

Section 1. That Curtis Machine Company, Inc. of Dodge City, Kansas, has made application to the City of Dodge City, Kansas for exemption from ad valorem property tax under Section 13, Article 11 of the Constitution of the State of Kansas, for acquisition of land, buildings and improvements in the amount of \$2,542,725.

Section 2. That it is found by the Governing Body that the land being acquired and building and improvements being constructed by Curtis Machine Company, Inc. is being acquired and constructed for its business purposes involving the manufacturing of articles of commerce, will be used exclusively for such purposes and as such, meets the criteria set out by the above referenced constitutional provisions and also meets the criteria of Resolution No. 97-12 being the City of Dodge City's policy for granting of exemptions for economic development purposes.

Section 3. That a public hearing on the application for tax exemption was held on July 18, 2011, during a regularly scheduled meeting of the governing body; that notice of said hearing was published in the Dodge City daily Globe in accordance with statutory requirements; and that notice was delivered to the Board of County Commissioners of Ford County, Kansas, the Board of Education of Unified School District 443 and the Board of Trustees of Dodge City Community College, all as provided for K.S.A. 79-251.

Section 4: That a cost/benefit analysis of this proposed tax exemption has been conducted as prescribed by City Resolution 97-12 and K.S.A. 79-251.

Section 5: That the requested exemption is specifically only for the acquisition of land and construction of building and improvements.

Section 6: That it is found by this governing body that the requested exemption is necessary to create new jobs and is necessary to retain jobs at Curtis Machine Company, Inc. located in Dodge City, Ford County, Kansas.

Section 7: That this governing body, having considered and reviewed the facts herein and the effect of this exemption on state revenues as detailed by the cost/benefit analysis, hereby approves the request of Curtis Machine Company, Inc. for ad valorem property tax exemption for the acquisition of land and construction of a building and improvements.

Section 8: That the governing body does hereby grant to Curtis Machine Company, Inc. of Dodge City, Kansas, a tax exemption for land and building for a period of ten years;

Year 1	100%
Year 2	90%
Year 3	80%
Year 4	70%
Year 5	60%
Year 6	50%
Year 7	40%
Year 8	30%
Year 9	20%
Year 10	10%

Section 9: The above exemption is subject to all applicable laws, rules and regulations of the State of Kansas; is subject to final approval by the Kansas Board of Tax Appeals and is subject to all monitoring and compliance required by the City of Dodge City, Kansas, in accordance with the provisions of Resolution No. 97-12.

Adopted by the Governing Body of the City of Dodge City, Kansas, this 18<sup>th</sup> day of July, 2011.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: July 13, 2011

Subject: Approval of Mower Bids

Agenda Item: New Business

---

**Recommendation:** Staff recommends accepting the low bid of \$44,141 provided by Kansas Golf and Turf for the purchase of a wide area rotary mower for the Parks division.

**Background:** Bids were opened on Tuesday, July 12<sup>th</sup> for a wide area mower for use by the Parks Division. Two vendors responded to the request and a tabulation of the bids received is attached with this memo.

The low bid was provided by Kansas Golf and Turf for a new Jacobsen R311-T. The proposed piece of equipment conforms to the specifications and was listed as an acceptable model in that document.

**Justification:** This mower replaces an existing 1996 Excel Hustler range-wing mower which has is long past its useful life. This mower operates on a daily basis during the mowing season and is used to maintain larger parks and open areas throughout the community. With a 10 foot cutting deck, it is the most cost effective method for maintaining those properties.

**Financial Considerations:** This piece of equipment is budgeted in the 2011 MERF capital equipment budget in the amount of \$45,000. Sufficient funds for this purchase are available in that fund to complete this process.

The existing Hustler mower has been utilized beyond its normal expected life and to keep it functional on an annual basis is no longer practical. The mower will be disposed of at a future surplus auction.

**Purpose/Mission:** Purchase of this mower supports the division's core value of Working Towards Excellence by providing the quality equipment necessary to maintain parks and public grounds at a level expected by citizens and guests.

**Legal Considerations:** None.

**Attachments:** Bid Tabulation

**Dodge City Parks & Recreation  
Bid Tabulation**

**Front Deck Rotary Mower**

**July 12<sup>th</sup>, 2011**

<b>Bidder</b>	<b>Make/Model</b>	<b>Addendum</b>	<b>Base Bid</b>		
Professional Turf Products	Toro GM 4100-D	n/a	46,294.00		
Kansas Golf & Turf	Jacobsen R-311t	n/a	44,141.00		

## Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: July 13, 2011

Subject: Approval of Playground Purchase

Agenda Item: New Business

---

**Recommendation:** Staff recommends accepting the recommendation of the Parks and Recreation Advisory Board for the purchase of a playground system from Cunningham & Associates in the amount of \$24,861.97 and to accept the recommendation of the Recycling Advisory Board to utilize Community Promotion Funds for the purchase of recycled rubber and bonding agents for the installation of rubber playground safety surfacing.

**Background:** Proposals were received on Tuesday, July 5<sup>th</sup> for the purchase of new playground equipment for Spiers Park. As part of the Bicycle/Pedestrian Trail project, the outdated equipment in that park was removed and will be consolidated into a new playground at the north end of the park.

Vendors were solicited to provide proposals for the new equipment based on a budget of \$25,000. They were given design criteria including age parameters and component priorities to help them with their designs. Nine vendors responded to the RFP.

Proposals were evaluated and scored and presented to the Parks and Recreation Advisory Board for their recommendation. The top proposals were reviewed and discussed and resulted in a unanimous recommendation from the Advisory Board to accept the GameTime/Cunningham Associates proposal. (#4 on the Scoring table)

**Justification** This project combines with the trail extension and a major tree planting project to provide a major renovation of Spiers Park. Existing playground equipment was outdated and provided minimal play opportunities. The new equipment will be placed in a more acceptable area and provide new rubber safety surfacing.

**Financial Considerations:** This work was anticipated in the 2011 Capital Improvement Project fund and budgeted in the amount of \$50,000. Sufficient funds are available in that fund for this work. In addition to the equipment costs, there will be approximately \$16,000 spent on the purchase of rubber and urethane for the safety surface from the Recycling fund.

---

Working in cooperation with the Recycling Advisory Board allows additional funding to come into the project and provides for remaining CIP money to be used for installation of a new swing set at Longbranch Park and development of a dog park in Wright Park.

**Purpose/Mission:** This project is consistent with the City's core values of Ongoing Improvement and Cooperation. The work provides a new modern functional playground system with a quality safety surface that will serve the neighborhood and community for years to come.

The ongoing and outstanding partnership and support of the Recycling Advisory Board allows other monies to be stretched further while at the same time fulfilling one of their goals in recycling and reusing materials that might normally end up in a land fill..

**Legal Considerations:** None.

**Attachments:** Proposal Evaluation Scoring  
Playground Diagrams

# Spiers Park Playground

## Submittal Evaluation

### Criteria

1. Overall Aesthetics & Design - 20 pts
2. Number of Play Elements & Play Value - 20 pts
3. Creativity of Design – 20 pts
4. Durability & Warranty – 20 pts
5. Price - 20 pts

Submittal	Aesthetics & Design	Number Play Events		Creativity	Warranty & Durability	Price		Total
		Provided	Score			Submitted	Score	
1 BCI Burke Co LLC	19	25	20	18		\$24,933	20	77
2 Berliner Seilfabrik	15	2	5	18		\$24,420	10	48
3 BYO	18	15	15	18		\$20,402	18	69
4 GameTime	20	22	19	19		\$24,862	19	77
5 Landscape Structures	18	13	16	18		\$24,850	17	69
6 Miracle	18	23	18	17		\$22,001	20	73
7 Play & Park Structures (1)	18	13	15	18		\$24,495	17	68
8 PlayWorld Systems	19	20	18	18		\$23,770	18	73
9 Unionland (2)	16	24	18	17		\$27,198	15	66
10 Xcent Fusion	16	11	15	17		\$27,110	15	63

## Spiers Park Playground Submittal Evaluation

**Criteria**

1. Overall Aesthetics & Design - 20 pts
2. Number of Play Elements & Play Value - 20 pts
3. Creativity of Design – 20 pts
4. Durability & Warranty – 20 pts
5. Price - 20 pts

Kurth

	Submittal	Aesthetics & Design	Number Play Events		Creativity	Warranty & Durability	Price		Total
			Provided	Score			Submitted	Score	
1	BCI Burke Co LLC	15	25	20	10	15	\$24,933	15	75
2	Berliner Seilfabrik	5	2	1	10	10	\$24,420	5	31
3	BYO	10	15	15	10	10	\$20,402	10	55
4	GameTime	15	22	20	15	15	\$24,862	15	80
5	Landscape Structures	10	13	10	10	0	\$24,850	10	40
6	Miracle	15	23	15	10	15	\$22,001	10	65
7	Play & Park Structures (1)	15	13	15	10	15	\$24,495	10	65
8	PlayWorld Systems	15	20	15	15	15	\$23,770	15	75
9	Unionland (2)	10	24	15	10	10	\$27,198	5	50
10	Xcent Fusion	10	11	10	10	15	\$27,110	5	50

1



# Spiers Park Playground

Dodge City, KS.



play&park  
structures®

A PLAYCORE Company



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Gateway to Imaginative Play™

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# SPIERS PARK PLAYGROUND

*Dodge City, Kansas*

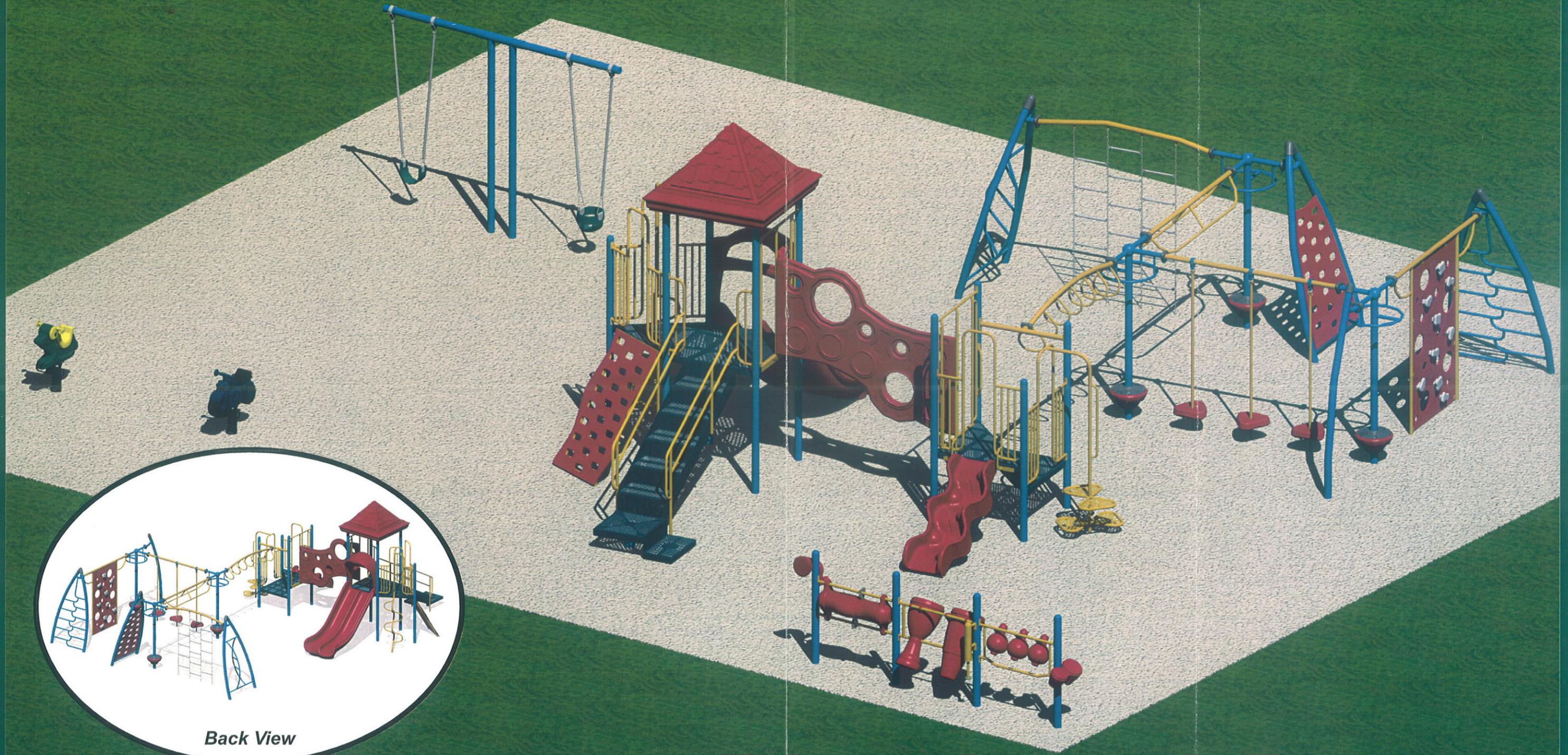


Design Number: 112769  
 Challengers® playscape layout per ASTM F1487-07 / CPSC #325

Weight: .....29,323lbs	Age Group: .....5-12 Years
Length: .....30'	Use Zone L: .....50'
Width: .....19'2"	Use Zone W: .....60'
Height: .....15'4"	Number of Users: .....56
Installation Time: .....52 Hours	Number of Play Events: ...20

Colors Shown:





*Back View*

# *Memorandum*

To: City Manager  
Assistant City Manager  
City Commissioners

From: Raymond A. Slattery, P.E.  
Director of Engineering Services

Date: July 13, 2011

Subject: Professional Services to provide accreditation of City's Levee System  
Phase III – Levee Improvement Design  
Agenda Item: New Business

---

**Recommendation:** Given the importance of maintaining our Levee Certification staff would recommend approval of Phase III, Levee Improvement Design, with Wilson & Company to provide professional services to assist the city with accreditation of its levee system in the amount of \$499,950. Funds will be taken from the Stormwater Drainage Fund.

**Background:** In April of 2008 the city entered into an agreement with FEMA to determine if our levee system would indeed provide the necessary protection that it was designed to. Should the city not be able to provide this accreditation, than much of South Dodge would be placed in the 100-yr. flood zone and require flood protection insurance. The process of accreditation started when the City Commission signed the PAL (Provisionally Accredited Levee) agreement with FEMA. In September of 2008, Wilson & Company was retained to complete the discovery phase of the levee assessment. In January of 2009, Wilson & Company was retained to complete the assessment necessary to meet FEMA requirements, additional data collection and analysis was collected. Wilson & company performed the following work in order to meet the requirements for levee accreditation:

## TASK 1 DATA COLLECTION

Complete aerial survey of an area within 400 feet of the levee system with sufficient accuracy to develop one-foot contours. Survey 15 outfall structures, provide sketches of all bridges sufficient to complete river hydraulics, and provide sub-meter coordinates for all boring locations.

## TASK II FEMA DESIGN CRITERIA ASSESSMENT

Provide City with "AS IS" drawings  
Profile and hydraulic analysis to support freeboard  
Embankment protection design analysis  
Embankment and foundation seepage and stability analysis  
Settlement analysis

Sediment transport analysis  
Operation and maintenance plan

### TASK III ADDITIONAL ASSESSMENT REQUIREMENTS

Provide operation and maintenance criteria and manuals  
Certified Levee As-Is Drawings  
Provide city with any revisions to the certification process or potential funding sources.

**Justification:** The completion of this Phase of the Levee Accreditation is necessary to meet the FEMA requirements.

**Financial Considerations:** The cost of Phase III, Levee Improvement Design, is \$499,950. Funds will be taken from the Stormwater Drainage Fund. Approximately, \$25,200 from Phase II was not used and can be used to supplement the funding of this phase.

**Purpose/Mission:** The completion of the Levee Accreditation will allow the existing Levee System to meet the FEMA requirements, which will aid in the continued growth of Dodge City.

**Legal Considerations:** By approving these professional services with Wilson & Company the City will enter into a contract with Wilson & Company and be responsible to make payments for the completed work.

**Attachments:** Scope of Services, Dodge City Levee Assessment Phase III (Levee Improvement Design)

## Exhibit A

### Scope of Services Dodge City, Kansas Levee Assessment – Phase III (Levee Improvements Design)

ENGINEER – Wilson & Company, Inc., Engineers & Architects (WCI) (Prime Consultant); AMEC Earth and Environmental (Subconsultant – Geotechnical and Engineering Support); and Utility Maintenance Contractors (Subconsultant – Video inspections)

CITY – City of Dodge City, Kansas

USACE – United States Army Corps of Engineers

FEMA – Federal Emergency Management Agency

### **General Scope of Services**

This document defines the ENGINEER's scope of services necessary to develop Final Plans, Special Provisions, and Estimates that will allow the CITY to correct the various levee deficiencies identified in the Dodge City Levee Assessment, Phase II Preliminary Report dated January 2011. Following is a brief summary of the identified items:

- 1) Verifications:
  - a) Verify that all maintenance items indentified in Phase I, Section 5, Attachment 1 of the Dodge City Levee Certification, Phase I Summary Report dated January 2009 have been corrected.
  - b) Verify that all pressure utility crossings have been identified and document the location of shut off valves (on each side of the levees) on the "As-Is" drawings and the Levee Operation Map included in Appendix D of the of the Dodge City Levee Assessment, Phase II Preliminary Report dated January 2011. This effort does not include subsurface utility location by means of vacuum excavation nor the subsequent field survey.
  - c) Verify the existence of the outfall conduit through the North levee in Wright Park at Levee Sta. 97+37 N (WCI ID# 1040). If the outfall exists, then obtain and review video documentation of the outfall conduit.
  - d) Verify existence of the 3 – 42-inch CMPs under 14<sup>th</sup> Street 89' south of the 14<sup>th</sup> Street Bridge at 14<sup>th</sup> Avenue Ditch Sta. 8+45 to 9+47.
  - e) Determine the current purpose and operational processes for the two sanitary sewer outfalls located at Levee Sta. 191+62 N and 195+09 N. Determine if these outfalls can be removed or permanently closed.
  - f) Verify that the CITY exercised the sluice gate closures for USACE by reviewing the recent USACE Periodic Inspection Report.
  - g) Verify that the CITY has adequate infrastructure, resources, sandbag closure operation plan, and operation centers exist.
- 2) Obtain and review video documentation for the eleven known gated outfall conduits and the possible Wright Park outfall at Levee Sta. 97+37N.
- 3) Visual Inspections:
  - a) Inspect the interior of concrete vault (for sanitary sewer force mains ) in the levee embankment at Levee Sta. 190+75 N, near the abandoned waste water treatment plant (WWTP).
  - b) Inspect the Northwest Drain RCB culvert at Levee Sta. 2+50 N under Park Street and the tie-back levee north of Park Street.

- c) Inspect the Tenth Avenue Drain RCB north of Park Street
- d) Inspect the Third Avenue Drain RCB / concrete inlet / transition basin.
- 4) Complete the remaining Geotechnical Analysis required for FEMA certification.
- 5) Study alternatives to sand bag closures at the Second Street Bridge. Once performed, the design and plan development for the chosen alternative will be negotiated as an Additional Service.
- 6) Provide design services in accordance with current design criteria set forth in the USACE's Engineering Manuals where applicable; construction documentation development; design coordination with USACE; and permitting coordination with USACE, Kansas Division of Water Resources (KSDWR), and other permitting agencies for the following:
  - a) Arkansas River sediment removal / channel re-grading from river station 43+00 to 223+00 to establish the necessary freeboard.
  - b) Installation of Sedimentation Monuments following the sediment removal / channel re-grading to make future maintenance of the channel bottom easier to perform.
  - c) Levee beautification / removal of jetty jacks from 14<sup>th</sup> Street to east of 2<sup>nd</sup> Street.
  - d) Construction of riprap tie-back jetties at 500-ft intervals to cut off effective flows between the steel jetty jacks and the river side slope of the levee embankments.
- 7) Revise and finalize Sections II, IV, VI, VII, VIII, and IX and Exhibits A and F of the USACE Operation & Maintenance Manual; assist the City in developing their detailed Levee Operation Manual; and finalize the "As-Is" drawings following construction activities to reflect post-construction conditions.
- 8) Complete the levee certification once all of the improvements are constructed and the CITY's maintenance items have been addressed.
- 9) Project Management and Quality Control.

These items will need to be addressed in order for the levee to meet the requirements of the National Flood Insurance Program (NFIP) regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR Section 65.10).

## **Detailed Scope of Services**

### **Section 1 – Verifications**

These items need to be verified for compliance with the requirements of the National Flood Insurance Program (NFIP) regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of Federal Regulations (44 CFR Section 65.10).

- 1.1 Verify that all maintenance items identified in Phase I, Section 5, Attachment 1 have been corrected.
  - 1.1.1 Levee Sta. 10+00 N to 15+00 N: Discontinue cutting of access road into levee toe.
  - 1.1.2 Levee Sta. 23+00 N: Seeding and erosion protection is needed.
  - 1.1.3 Levee Sta. 70+00 N: Repair minor erosion on access ramp.
  - 1.1.4 Levee Sta. 78+50 N: Adjust flap gate to fully close.
  - 1.1.5 Levee Sta. 81+00 N: Repair trail erosion.
  - 1.1.6 Levee Sta. 82+00 N: Repair trail erosion.
  - 1.1.7 Levee Sta. 119+50 N: Adjust flap gate to fully close.
  - 1.1.8 Levee Sta. 127+50 N: Remove cluster of trees.
  - 1.1.9 Levee Sta. 132+00 N to 140+50 N: Remove trees.
  - 1.1.10 Levee Sta. 148+00 N: Sloughing, re-grading and reseeding required.
  - 1.1.11 Levee Sta. 174+50 N: Discontinue cutting of access road into levee toe.
  - 1.1.12 Levee Sta. 190+75 N: Force main crossing, needs discussed in O&M manual.

- 1.1.13 Levee Sta. 191+75 N: Install flap gate.
- 1.1.14 Levee Sta. 195+00 N: Install flap gate.
- 1.1.15 Levee Sta. 209+00 N: Adjust flap gate to fully close.
- 1.1.16 "K" Avenue Drain: Erosion needs repaired on east side, approx. 50 feet north of main levee.
- 1.1.17 "D" Avenue Drain: Repair channel erosion downstream of RCB and near middle of west side.
- 1.1.18 Tenth Avenue Drain: Repair erosion at south end of east side and at north end (near conveyance structure).
- 1.1.19 Levee Sta. 27+50 S: Adjust flap gate to fully close.
- 1.1.20 Levee Sta. 28+90 S: Repair minor erosion on access ramp.
- 1.1.21 Levee Sta. 42+50 S: Repair erosion around RR embankment
- 1.1.22 Levee Sta. 55+50 S: Remove tree.
- 1.1.23 Levee Sta. 60+80 S: Adjust flap gate to fully close.
- 1.1.24 Levee Sta. 68+75 S: Adjust flap gate to fully close.
- 1.1.25 Levee Sta. 106+50 S: Remove cluster of trees.
- 1.1.26 Levee Sta. 109+90 S: Adjust flap gate to fully close.
- 1.1.27 Levee Sta. 109+90 S: Remove sediment at conduit outfall.
- 1.1.28 Levee Sta. 130+00 S to 140+50 S: Remove trees.
- 1.1.29 Levee Sta. 140+90 S: Sand bag closure – no materials on site.
- 1.1.30 Levee Sta. 141+90 S: Sand bag closure – no materials on site.

- 1.2 Verify that all pressure utility crossings have been identified and document the location of shut off valves (on each side of the levees) on the "As-Is" drawings and the Levee Operation Map included in Section I.B of the of the Dodge City Levee Assessment, Phase II Preliminary Report dated January 2011.
- 1.3 Verify the existence of the outfall conduit through the North levee in Wright Park (WCI ID# 1040). If the outfall exists, then obtain and review video documentation of the outfall conduit.
- 1.4 Verify existence of the 3 – 42-inch CMPs under 14<sup>th</sup> Street at 14<sup>th</sup> Avenue Ditch Sta. 8+45 to 9+47 (89' south of the 14<sup>th</sup> Street Bridge).
- 1.5 Determine the current purpose and operational processes for the two sanitary sewer outfalls located at Levee Sta. 191+62 N and 195+09 N. Determine if these outfalls can be removed or permanently closed. If they need to remain in service they will be video inspected. (See 2.1.1.5 and 2.1.1.6 below.)
- 1.6 Verify that the CITY exercised the sluice gate closures for USACE by reviewing the recent United States Army Corps of Engineers (USACE) Periodic Inspection Report.
- 1.7 Verify that the CITY has adequate infrastructure, resources, sandbag closure operation plan, and operation centers exist.

## **Section 2 – Video Documentation**

The USACE requires that video camera documentation of the interior condition of all storm sewer culverts and discharge pipes through the levee be made available for review every 5 years. Additionally, this video documentation is necessary for compliance with the requirements of the National Flood Insurance Program (NFIP) regulations as described in Title 44, Chapter 1, Section 65.10 of the Code of

Federal Regulations (44 CFR Section 65.10). Since this documentation does not presently exist, the ENGINEER will perform the necessary video inspections and review.

2.1 The video documentation will consist of a video record on DVD that shows the interior condition of the conduit, the location of the camera along the conduit in feet, and the slope of the conduit for each of the following:

2.1.1 Eleven known gated outfall conduits.

2.1.1.1 Cottonwood, Sta. 78+30 N, 3 - 5' x 3' x 138' RCB w/ flap & sluice gates

2.1.1.2 Sixth Avenue, 5' x 3' x 42' RCB w/ flap & sluice gates

2.1.1.3 First Avenue, Sta. 119+52 N, 5' x 3' x 76' RCB w/ flap & sluice gates

2.1.1.4 Pasture, Sta. 146+00 N, 36" x 80' CMP w/ flap & sluice gates

2.1.1.5 West Sewer, Sta. 191+62 N, 24" x 96' CIP w/ sluice gate

2.1.1.6 East Sewer, Sta. 195+09 N, 21" x 106' CIP w/ sluice gate

2.1.1.7 Northeast, Sta. 209+30 N, 4 - 5' x 3' x 71' RCB w/ flap & sluice gates

2.1.1.8 Railroad, Sta. 27+50 S, 5' x 3' x 118' RCB w/ flap & sluice gates

2.1.1.9 Maze Avenue, Sta. 61+00 S, 5' x 3' x 118' RCB w/ flap & sluice gates

2.1.1.10 Sunflower Avenue, Sta. 69+00 S, 36" x 105' CMP w/ flap & sluice gates

2.1.1.11 Sand Lake, Sta. 110+00 S, 5' x 3' x 82' RCB w/ flap & sluice gates

2.1.2 Wright Park, Sta. 97+37 N, 18" CMP (If it can be located)

2.1.3 The Tenth Avenue Drain at Levee Sta. 79+99.8 N, 2 - 8.5' x 5.5' x 1,500' RCB culvert.

2.1.4 The Third Avenue Drain at Levee Sta. 100+91 N, 2 - 6.5' x 5.5' x 1,166' RCB culvert

2.2 Once the inspections are completed, the ENGINEER will review the video records of each conduit to determine if any repairs are needed. If further design services are required to perform any repairs, this effort will be negotiated as an Additional Service.

### **Section 3 – Visual Inspections**

The ENGINEER will need to perform visual inspections and documentation for the following:

3.1 The interior of the concrete vault at Levee Sta. 190+75 N. There are possible sanitary sewer force mains in the levee embankment near the abandoned WWTP. Since no as-built plans could be located for this structure, we need to confirm whether any pipes penetrate the levee embankment at this location. The findings will be incorporated into the levee "As-Is" plans. If the findings of this investigation require further design services by the ENGINEER, the effort will be negotiated as an Additional Service.

3.2 The Northwest Drain 5 - 8' x 6' x 43' reinforced concrete box (RCB) culvert at Levee Sta. 2+50 N under Park Street and the tie-back levee north of Park Street.

3.3 The Tenth Avenue Drain at Levee Sta. 79+99.8 N, 2 - 8.5' x 5.5' x 1,500' RCB top, north of Park Street.

3.4 The Third Avenue Drain at Levee Sta. 100+91 N, 2 - 6.5' x 5.5' x 1,166' RCB, concrete inlet / transition basin.

## Section 4 – Geotechnical Analysis

The ENGINEER will complete the geotechnical analysis to sufficiently characterize the entire levee system embankment by performing the following:

### 4.1 Geotechnical exploration.

4.1.1 Subsurface exploration is required in areas with insufficient freeboard to evaluate the geotechnical aspects of the system. The exploration program will include advancing 11 conventional soil test borings along the levee crest. The ENGINEER will perform the borings along the crest in areas with insufficient freeboard so that the average spacing between the Phase II and Phase III crest borings is about 1,200 feet. For cost estimating purposes, it is assumed that the maximum depth of the crest borings will be 35 feet and that only one mobilization of a truck-mounted drill rig will be required to complete the subsurface exploration. Borings will be located using a handheld GPS unit.

4.1.1.1 Should findings from the Phase III subsurface exploration indicate significantly variable subsurface conditions or reveal areas (such as landfills, voids, or extremely soft soils) that need additional exploration to better define anomalous reaches, the ENGINEER may need to execute additional subsurface exploration and laboratory analyses to better characterize the geotechnical aspects of the levee system such that an accreditation assessment can be made. In the event that this additional effort is required, the ENGINEER will contact the City prior to proceeding. The fees for these additional efforts are outside of the scope of this proposal.

4.1.2 Given favorable working conditions, the exploration is estimated to take up to 4 working days to complete. Given the alluvial setting of the project and the geologic nuances associated with such a setting, the ENGINEER will plan to have a geotechnical engineer or senior engineering technician present during the exploration to log the drilling efforts and make “real time” decisions regarding actual exploration depths and the type/quantity of samples collected during the daily activities associated with the exploration.

4.1.3 Laboratory testing will be performed to determine in-situ moisture and density, grain size distribution, Atterberg limits, shear strength, consolidation characteristics, and hydraulic conductivity.

4.1.4 The Phase II scope of services included performing an inspection of the existing toe drain at Station 83+00S. The ENGINEER did not perform the inspection during Phase II because the toe drain is located in an area with insufficient freeboard. Based on the geotechnical analyses performed during the Phase II study, the ENGINEER does not anticipate that the toe drain will be required for the base flood event. Therefore, the ENGINEER does not plan to inspect this drain during the Phase III study. If the geotechnical analyses for this phase indicates that the toe drain is necessary, the ENGINEER will have to perform a field inspection to determine the toe drain’s condition. The fee for this additional effort is outside the scope of this proposal.

4.2 The ENGINEER will perform an embankment and foundation stability and seepage analysis for the new borings. The geotechnical assessment will involve utilizing existing data and the data developed during this phase to evaluate the slope and foundation stability of the subject levee system.

4.2.1 Based on historical document review, subsurface exploration, laboratory testing, and the ENGINEER’s experience, the ENGINEER will segment the levee system into similar reaches,

with respect to subsurface conditions and levee geometry. A critical section will be developed from each reach and will be evaluated for slope stability and seepage.

4.2.1.1 The ENGINEER will perform seepage analyses using SEEPW, a finite element software program that can perform both transient and steady-state seepage modeling. The ENGINEER will perform either a steady state or transient seepage analysis relative to the base flood elevation at each critical section.

4.2.1.2 Slope stability of levee embankments will be performed utilizing SLOPEW, a computer program that can perform a variety of limit equilibrium stability analysis methods (Bishops, Janbu, Morgenstern-Price, etc.) under both static and pseudo-static loading conditions. Slope stability will be evaluated in accordance with the methodology outlined in USACE Engineering Manual EM 1110-2-1913. Each critical section will be analyzed for slope stability in each of the following cases:

- Base flood pool
- Normal pool
- Rapid draw-down
- Seismic loading at normal pool

4.2.1.3 Floodwalls will be evaluated to determine the whether they are capable of providing protection against the design flood. In addition to previously mentioned analyses, floodwall critical sections will be analyzed to determine factor of safety against the following failure modes:

- Overturning
- Sliding
- Foundation bearing capacity

4.2.2 The ENGINEER will select critical borings to estimate the long-term settlement potential of the levees. Future settlement will be estimated by a method appropriate to the subsurface conditions including standard penetration test (SPT) correlations and laboratory consolidation tests. Liquefaction potential will also be evaluated at the site based upon parameters provided by the United States Geological Survey (USGS) and the National Center for Earthquake Engineering Research (NCEER).

4.3 After completion of the geotechnical analyses, the ENGINEER will revise the Phase II draft report to incorporate the findings from this work, including a sealed report addressing seepage, stability and settlement for the purpose of 65.10 compliance, unless the additional investigations and analyses find non 65.10 compliant issues with the system.

## **Section 5 – Second Street Bridge Closure**

The ENGINEER will evaluate two alternative closure methods at the Second Street Bridge. Due to the present configuration of the bridge and floodwall it is not possible to perform a sand bag closure at either the north or south end of the bridge. Additionally, the existing sand bag closure method is labor intensive, requires a substantial supply of materials, and is time consuming to implement. Once the alternatives are presented, the development of plans for the alternative chosen by the CITY will be negotiated as an Additional Service.

5.1 Develop Alternative #1 for a stop-log closure north and south of the bridge. This alternative will not require any modifications to the existing bridge for the closure to be effective. Submittal will include plan and profile views, freeboard verification, and cost estimate.

5.2 Develop Alternative #2 for sand bag closure in line with the existing flood walls at each end of the bridge. This alternative will require to modifications to the existing bridge to allow a sandbag closure to be effective. Submittal will include plan and profile views, freeboard verification, and cost estimate.

## Section 6 – Arkansas River Improvements

Provide design services; plan development; plan reviews with USACE; and permitting coordination with USACE, Kansas Division of Water Resources (KSDWR), and other permitting agencies for the following:

- Arkansas River sediment removal / channel re-grading from river station 43+00 to 223+00 to establish the necessary freeboard.
- Installation of Sedimentation Monuments following the sediment removal / channel re-grading to make future maintenance of the channel bottom easier to perform.
- Provide two alternatives for levee beautification / removal of jetty jacks from Sta. 62+00 N to Sta. 109+00 N and Sta. 22+00 S to Sta. 70+00 S.
- Construction of riprap tie-back jetties at 500-ft intervals to cut off effective flows between the steel jetty jacks and the river side slope of the levee embankments between:
  - Sta. 27+00 N to Sta. 62+00 N
  - Sta. 109+00 N to 202+50 N
  - Sta. 5+00 S to Sta. 22+00 S
  - Sta. 70+00 S to Sta. 130+00 S

### 6.1 Field Survey and Topographic Mapping

#### 6.1.1 Pre-Survey.

6.1.1.1 Perform research of existing WCI project files for existing survey control. Prepare point plot of existing control points. Assemble file for field crew.

6.1.1.2 The ENGINEER will contact utility companies through the Kansas One-Call system and as supplemented by the CITY for those utility companies not associated with the One-Call system. If there is no response to the initial request, Kansas One-Call will be contacted a second time to re-issue the locate notices. The man-hours for this item are based on all utilities being marked within two (2) weeks of the time of the locate request. A second mobilization is not included in this scope of services. If a utility owner does not respond to the locate request, the ENGINEER will contact the CITY to discuss a plan of action and estimated cost to complete the survey.

6.1.2 Survey Field Work. Horizontal datum will be based on existing WCI project control. Vertical datum to be based on NAVD 88. Professional surveyor will verify that existing survey control is on NAVD 88 datum. If discrepancies are determined in datums, PM will be notified immediately. Free and unencumbered access to the property will be granted to the ENGINEER.

6.1.2.1 Establish 16 horizontal control points throughout the project corridor (the project corridor is approximately 17,000' in length).

6.1.2.2 Control points will be a cut "+" on top of existing concrete structures along the levee top at existing flap gates or sluice gates.

6.1.2.3 In areas where existing concrete structures are not available, WCI field crews will set 5/8" iron rods with aluminum control caps along the top of the levee.

6.1.2.4 The cut "+" control points on existing concrete structures will serve as benchmarks for vertical control. Additional benchmarks will be set as needed on concrete

structures where a horizontal control point is not established. These may be a cut "+" or a cut "square" on the top of concrete.

- 6.1.2.5 Approximate occupation times for collecting GPS data on control points will be 5 minutes or less to collect data at a rate of 180 epochs.
- 6.1.2.6 A closed differential level loop will be completed beginning at existing WCI control and running through newly established control as well as existing WCI control, closing into existing project control.
- 6.1.2.7 Tie existing utilities as located in the field by the Kansas one-call system or by CITY personnel.
- 6.1.2.8 Obtain reference ties for each control point set and draw control sketch.
- 6.1.3 Survey Office Work.
  - 6.1.3.1 Process field collection files into coordinate data points with descriptors of newly established control and utilities as marked in the field.
  - 6.1.3.2 Insert control points and utilities points into existing basemap. Perform QA check to determine accuracy of inserted point locations.
  - 6.1.3.3 Coordinate with project manager to discuss field efforts and data collected. Provide DC files to engineer.
- 6.1.4 Topographic Mapping. Topographic mapping developed in Phase II of this project will be utilized for this project.

## 6.2 Preliminary Plan Development (55% Complete)

- 6.2.1 The ENGINEER will prepare a Project Work Plan that covers the methodology, design criteria, and other pertinent information that will affect the project design and schedule. Other documents that will be used in the development of the Plans are:
  - USACE Engineering Manuals current design criteria and standards
  - FEMA certification criteria (44 CFR Section 65.10)
  - City of Dodge City design criteria and standards
  - Other publications as directed by the CITY
- 6.2.2 Develop a digital terrain model with Bentley GEOPAK using the survey information for development of the base mapping to use in the plan sheets.
- 6.2.3 Develop the Arkansas River typical sections based on the Phase II Levee Assessment Report.
- 6.2.4 Develop the horizontal and vertical alignment for the river improvements.
- 6.2.5 Analyze each proposed river section in the HEC-RAS computer model to check for proper freeboard and river velocity characteristics.
  - 6.2.5.1 Up to five scenario revisions and summaries are anticipated to account for the channel grading design considerations, and the embankment protection design revision considerations.
  - 6.2.5.2 In addition to the 100-year water surface profile, the ENGINEER will model the 10-year, 25-year, 50-year, and 500-year flows so that the analysis is compliant with FEMA requirements.
  - 6.2.5.3 A floodway will be generated, and profiles and a floodway data table will be produced.
  - 6.2.5.4 Final modeling will be completed in a FEMA DCS compliant format.
  - 6.2.5.5 A final hydrology and hydraulics report will be provided to the CITY and USACE.
  - 6.2.5.6 A top of levee profile/100-year WSE profile will be produced for freeboard comparison purposes as well as the final freeboard report.

- 6.2.6 Prepare cross sections at 50-foot intervals. Additional cross sections will be provided at interior drainage outfalls, vertical changes in the levee height, ends of flood walls, bridge crossings, underground utility crossings, and locations of special interest to depict cuts, fills, or special features.
- 6.2.7 The following plan sheets will be included in the Preliminary Plans:
- Title Sheet
  - General Layout Sheet
  - Typical Section Sheets
  - Control and Reference Ties Sheet
  - Plan and Profile Sheets
  - Levee Closure Site Plans
  - Cross Sections
- 6.2.8 The ENGINEER will prepare a construction cost estimate utilizing recent construction bid tabs from the USACE, CITY and Kansas Department of Transportation (KDOT) quarterly reports.
- 6.2.9 The ENGINEER will submit one (1) set of 24" x 36" plans, 11" x 17" plans, Special Provisions, and cost estimate to the CITY and three (3) sets of 11" x 17" plans and Special Provisions to the USACE Tulsa District Engineer for their review. Additionally, Adobe Acrobat PDF files of all of the documents will be submitted electronically.
- 6.2.10 The ENGINEER will attend a Preliminary Plan review meeting with the CITY and USACE.
- 6.3 Final Plan Development (95% Complete)
- 6.3.1 The ENGINEER will revise the Preliminary Plans based on the comments received from the CITY and USACE during their Preliminary Plan review. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 6.3.2 The ENGINEER will develop an erosion control layout for the proposed improvements. The extent of the drawings will identify the general design for placement of erosion control measures during construction activities.
- 6.3.2 The ENGINEER will develop the detail plan sheets for the Second Avenue levee closures.
- 6.3.3 The ENGINEER will prepare Special Provisions for the construction work items that are not covered under the CITY's or the USACE's Standard Specifications.
- 6.3.4 The following plan sheets will be included in the Final Plans:
- Title Sheet
  - General Location
  - Section Corner, Monumentation Control Sheet
  - Typical Sections
  - Control and Reference Ties Sheet
  - Plan and Profile Sheets
  - Levee Closure Site Plans
  - Erosion Control Layout
  - Miscellaneous Detail Sheets
  - Summary of Quantities
  - Cross Sections
- 6.3.5 The ENGINEER will prepare an Opinion of Probable Construction Cost utilizing recent construction bid tabs from the USACE, CITY and KDOT quarterly reports.

- 6.3.6 The ENGINEER will submit one (1) set of 24" x 36" plans, 11" x 17" plans, Special Provisions, and cost estimate to the CITY and three (3) sets of 11" x 17" plans and Special Provisions to the USACE Tulsa District Engineer for their review. Additionally, Adobe Acrobat PDF files of all of the documents will be submitted electronically.
- 6.3.7 The ENGINEER will attend a Final Plan review meeting with the CITY and USACE.

#### 6.4 Construction Documents (100% Complete)

- 6.4.1 The ENGINEER will revise the plans based on the comments received from the CITY and USACE during the Final Plan review. A written list of the comments will be assembled into a single document and distributed to the team members for their use during this plan development phase.
- 6.4.2 The ENGINEER will revise the Special Provisions for the construction work items that are not covered under the CITY's or the USACE's Standard Specifications based on comments received from the CITY's and USACE's review.
- 6.4.3 The ENGINEER will finalize assembly of the Project Manual.
- 6.4.4 The ENGINEER will prepare an Engineer's Construction Cost Estimate to use for bidding purposes.
- 6.4.5 The ENGINEER will submit one (1) set of 24" x 36" plans, 11" x 17" plans, Project Manual, and cost estimate to the CITY and three (3) sets of 11" x 17" plans and Project Manual to the USACE Tulsa District Engineer for their review. The ENGINEER will also provide the CITY and the USACE with Adobe Acrobat PDF files of the Construction Documents for their records.

#### 6.5 Permitting Coordination

- 6.5.1 The ENGINEER will assist the CITY in preparing, submitting and communicating information for the following permits which are anticipated for the project:
  - 6.5.1.1 Kansas Department of Health and Environment (KDHE) Notice of Intent (NOI) for Stormwater Runoff from Construction Activities.
  - 6.5.1.2 USACE Wetland Section 404 permit including Nation Wide Permit (NWP) for Road and Stream Crossings.
  - 6.5.1.3 KDHE Water Quality Section 401 permit.
  - 6.5.1.4 KSDWR Obstructions in Streams permit.
  - 6.5.1.5 KSDWR Flood Plain Fill permit.

#### 6.6 Utility Coordination

- 6.6.1 The ENGINEER will submit a Utility Location Report to each of the utility companies identified within the project corridor. The report will also include 11 x 17 plan sheets of the project for their use in locating their facilities.
- 6.6.2 The ENGINEER will provide one (1) half size (11" x 17") set of Preliminary Plans to each utility company that has facilities located within the project corridor two weeks prior to a scheduled Utility meeting.
- 6.6.3 The ENGINEER will provide one (1) half size (11" x 17") set of Final Plans to each utility company that has facilities located within the project corridor two weeks prior to a scheduled Utility meeting.
- 6.6.4 The ENGINEER will attend two Utility Coordination meetings. The purpose of these meetings is to discuss the project improvements and begin the process of developing relocation plans as needed based on the design layout and limits of construction.

#### 6.7 Post-Design Services

- 6.7.1 The ENGINEER will assist the CITY with the bidding process by performing the following services:
  - 6.7.1.1 Plan Distribution. The ENGINEER will provide the CITY with one (1) set of Bidding Documents, which shall consist of one (1) full-size (24"x36") set of construction plans and one (1) copy of the Project Manual. The ENGINEER will also provide the CITY with Adobe Acrobat PDF electronic files of the Bidding Documents for use by Drexel Technologies, Inc. (10840 West 86<sup>th</sup> Street, Lenexa, KS 66214, 913-371-4430) to manage the distribution of bidding documents to potential bidders.
  - 6.7.1.2 Addenda. In response to written requests for clarification from prospective bidders, the ENGINEER shall prepare and submit to the CITY, addenda as appropriate to interpret, clarify or expand the Bidding Documents. Any addenda will be provided to Drexel Technologies in PDF format for their use and distribution to all plan holders.
  - 6.7.1.3 Contractor Questions. The ENGINEER will assist the CITY with CONTRACTOR questions and design intent.
  - 6.7.1.4 Pre-Bid Meeting. The ENGINEER will attend the pre-bid meeting scheduled by the CITY.
  - 6.7.1.5 Bid Opening. The ENGINEER will attend the bid opening performed by the CITY. The ENGINEER shall assist and advise the CITY with evaluating bids received and determining the acceptability of the low bidder, subcontractors, suppliers and other persons and organizations for those portions of the work as to which such acceptability is required by the Bidding Documents.
- 6.7.2 The ENGINEER will attend the pre-construction conference scheduled by the CITY.
- 6.7.3 The ENGINEER will review and make recommendations for approval of all shop drawings and material submittals as required to complete the project.
- 6.7.4 Construction observation, testing, and as-built plans development services by the ENGINEER will be negotiated as an Additional Service once the scope of the construction project is more accurately defined.

## **Section 7 – Operation & Maintenance Manual**

Because sediment removal and channel re-grading are required to re-establish freeboard necessary for certification, and because these modifications will impact calculated water surface elevations and operation of the levee system, it is recommended that the Operation and Maintenance Manual be updated following construction.

The ENGINEER will perform the following services to update the **Arkansas River Watershed; Dodge City Local Flood Protection Project; Dodge City, Kansas; Operation & Maintenance Manual; 7/1992 Revision (O&M Manual)** to conform to the requirements set forth in Section 1-02 of said O&M Manual:

- 7.1 Write an addendum to update Section II – Project Location and Description as follows:
  - 7.1.1 2-01 Location and Description. Add the recent construction items to the description and add a reference to the new As-Is Plans.
  - 7.1.2 2-04 Construction History. Add the recent construction items to the history.
- 7.2 Write an addendum to update Section IV – Inspection and Operation as follows:

- 7.2.1 4-04 Stream Gages. Document the United States Geological Survey (USGS) Stream Gage Station located at Fourteenth Avenue (as illustrated on the Levee Operation Map) providing Real-Time Stream Gage Data via internet.
- 7.2.2 4-07 Periodic Inspections by Local Interests. Add the recurring video documentation of the interior condition of pipes that penetrate the levee that must be performed every five years.
- 7.2.3 4-08 Checklists. The final Second Street Bridge Closure methodology may need to be documented if the stop-log closure method is selected. (See **Section 5** above.)
  
- 7.3 Write an addendum to update Section VI – Channels as follows:
  - 7.3.1 6-02 Maintenance. Add the riprap tie-back jetties to list of maintenance items.
  
- 7.4 Write an addendum to Section VII – Drainage Structures as follows:
  - 7.4.1 Table I – Drainage Structures. Update the ponding areas to reflect the new ponding volumes determined using the USACE joint-probability calculations for the 1% storm.
  
- 7.5 Write an addendum to Section VIII – Sandbag Closures that addresses the Second Street Bridge and Rail Bridge closures.
  
- 7.6 Write an addendum to Section IX – Miscellaneous Facilities as follows:
  - 7.6.1 Table II – Miscellaneous Features. Update to reflect post-construction conditions.
  
- 7.7 Write an addendum to Section X – Suggestions for High-Water Maintenance and Operation as follows:
  - 7.7.1 Document the formal procedures that ensure that the stability, height, and overall integrity of the levee and its associated structures and systems are maintained. At a minimum, the maintenance plans shall specify the maintenance activities to be performed, the frequency of their performance, and the person by name or title responsible for their performance.
  
- 7.8 Write an addendum to the following EXHIBITS:
  - 7.8.1 EXHIBIT A. Replace the currently illegible *Title 33, Chapter II, Part 208; Flood Control Regulations; Maintenance and Operation of Flood Control Works* with a legible copy.
  - 7.8.2 EXHIBIT F – Drainage Structures Checklist. Correct levee station for the Tenth Avenue Drain.
  
- 7.9 Submit the proposed O&M Manual addendums to the CITY and the USACE for review.
  - 7.9.1 Address any comments received from the reviewing agencies and re-submit the modified addendums.
  
- 7.10 Work with the CITY to develop a detailed Levee Operation Manual that compliments the O&M Manual and provides supplemental detail required by 44 CFR 65.10, beyond what is provided in the USACE O&M manual.
  - 7.10.1 Closures. The major operation activity for this levee system is operation of the eight sandbag closures, which requires significant labor and material resources. Prior to certification, the City needs to develop and formally commit to a plan to be able to deploy necessary labor resources and obtain and maintain necessary material to sufficiently operate the sandbag closures. Per 44 CFR 65.10, operation plans for closures must include the following:
    - 7.10.1.1 Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials that will be used to trigger emergency operation activities and demonstration that sufficient flood warning time exists for the

completed operation of all closure structures, including necessary sealing, before floodwaters reach the base of the closure.

- 7.10.1.2 A formal plan of operation including specific actions and assignments of responsibility by individual name or title.
- 7.10.1.3 iii. Provisions for periodic operation, at not less than one-year intervals, of the closure structure for testing and training purposes.
- 7.10.2 Interior Drainage Systems. This levee interior drainage system contains gravity outfall drains with closure devices (automatic flap gates and backup manual sluice gates), and dedicated ponding areas which are inadequate to hold base flood volumes. There are no interior stormwater pumping stations or other features requiring manual operation for the interior drainage system. Per 44 CFR 65.10, operation plans for interior drainage systems must include the following:
  - 7.10.2.1 Documentation of the flood warning system, under the jurisdiction of Federal, State, or community officials, that will be used to trigger emergency operation activities and demonstration that sufficient flood warning time exists to permit activation of mechanized portions of the drainage system.
  - 7.10.2.2 A formal plan of operation including specific actions and assignments of responsibility by individual name or title.
  - 7.10.2.3 Provision for manual backup for the activation of automatic systems.
  - 7.10.2.4 Provisions for periodic inspection of interior drainage systems and periodic operation of any mechanized portions for testing and training purposes. No more than one year shall elapse between either the inspections or the operations.
- 7.10.3 Other flood fight activities that need to be thoroughly documented for this levee system include:
  - 7.10.3.1 The operation manager responsible for monitoring the National Weather Service flood predictions and the stream gages in and upstream of Dodge City and directing the CITY's flood fighting operations.
  - 7.10.3.2 The observation of all portions of the levee, monitoring (and cleaning when necessary) all automatic flap gate closure devices.
  - 7.10.3.3 The operation of sluice gate closure devices if flap gate devices fail.
  - 7.10.3.4 The monitoring of interior drainage ponding and alerting landowners in delineated floodplains as necessary.
  - 7.10.3.5 Addressing sand boils.
  - 7.10.3.6 Other activities deemed necessary for the safe operation of the levee during a flood event.
  - 7.10.3.7 Flood fight training activities.
- 7.10.4 Update the "Levee Operation Map" developed in Phase II of the levee assessment project and submit the revised version of the map to the CITY and the USACE for their use. The purpose of this map is to aid the Superintendent in their organization and operation of the levee system during a flood event. This map illustrates all key elements for flood fight operations including levee alignment, stream gage location, operation centers, storage facilities, sandbag closures (locations, alignments, and needed resources), outfall drains (locations and closure devices), interior drainage ponding areas, adjacent roadways, etc.
- 7.10.5 The pertinent ESRI ArcGIS electronic files that make up the "Levee Operation Map" will be provided to the CITY so that they may maintain the map and keep it up to date as future changes occur.

7.11 The ENGINEER will assist the CITY's Levee Superintendant with the development of the Semiannual Report required in Section 4-06 of the O&M Manual to address the post-construction condition of the levee system.

## **Section 8 – Levee Certification**

The ENGINEER will produce a 44 CFR 65.10 compliant, professionally sealed, certification report once all of the necessary improvements are constructed and the CITY's maintenance items have been addressed to the satisfaction of the certifying ENGINEER.

8.1 The ENGINEER will revise the "As-Is" drawings following construction activities to reflect post-construction conditions. The "As-Is" plans will depict the current conditions of the levee system at the time of certification and will supplement the USACE As-Built plans. Once completed, the "As-Is" plans can be easily reviewed and updated for future levee assessments. These plans shall include:

8.1.1 Title Sheet

8.1.2 Typical cross sections

8.1.3 2009 aerial photo based plan sheets illustrating the current (post-construction) conditions including:

8.1.3.1 Topography

8.1.3.2 Levee alignments, geometry, and stationing

8.1.3.3 Utilities

8.1.3.4 Outfall structure location, size and type

8.1.3.5 Boring locations

8.1.3.6 Elevation contours

8.1.3.7 Labeled levee features

8.1.3.8 Horizontal and vertical control points and benchmarks

8.1.4 Profile sheets shall be included illustrating the following profiles:

8.1.4.1 Top of levee

8.1.4.2 Base flood

8.1.4.3 Stream channel flow line

8.1.4.4 Riverward levee toe

8.1.4.5 Required freeboard line

8.1.4.6 Levee gap closures

8.1.4.7 Boring locations

8.1.4.8 Underground utilities

8.1.5 Geotechnical boring logs.

8.1.6 The ENGINEER will submit two (2) sets of the completed "As-Is" plans to the CITY and the USACE Tulsa District Commander.

8.2 The ENGINEER will perform a final, post-construction, levee walk-through to verify that all items have been addressed for certification. The ENGINEER will then update the necessary sections of the final certification report.

8.3 The ENGINEER will assemble the levee certification package and submit to the CITY and FEMA for review.

8.4 The ENGINEER will respond to comments received by FEMA, and re-submit any corrected or updated information to the CITY and FEMA.

8.5 The ENGINEER will meet with the City and present them with the final certification packet.

## **Section 9 – Project Management and Quality Control**

9.1 This task will include coordination of the ENGINEER's project team, preparation of the monthly progress reports to the CITY, and providing timely responses to the CITY's inquiries.

9.2 The ENGINEER shall provide QA/QC check for all of the ENGINEER's work on the above sections (1 through 9). A quality control manual, specific to this project, will be developed and maintained in the ENGINEER's office. This manual can be made available for review by the CITY or the USACE at any time.

9.2.1 These reviews will include a comprehensive review of the proposed construction drawings for the purpose of verifying that the proposed construction project will make the levee system 44 CFR 65.10 compliant upon completion.

### **CITY's Responsibilities**

1. Insure that the pipes through the levee system that require video inspection (see Section 2.1 above) are clear of all debris prior to the video inspection effort.
2. Provide list of property owner names and addresses of affected tracts to the ENGINEER. The ENGINEER will use the information for sending letters to each of the property owners along the project corridor to inform them that surveyors will need to have access to their property for the purpose of obtaining property line and topographic information.
3. Provide the CITY's standard design criteria to the ENGINEER.
4. Provide the CITY's standard details to the ENGINEER.
5. Provide the CITY's standard specifications to the ENGINEER to use in development of the Project Manual.
6. Provide the ENGINEER with copies of all plats requested by the ENGINEER in \*.tif format or hard copy as available.
7. Provide the ENGINEER with copies of all drainage and infrastructure plans, reports, studies, etc. along the project area not already provided during Phase I or II of the levee assessment.
8. Notify all property owners along the project and other interested parties of any public meetings.
9. Schedule, notify and provide the facilities for all public meetings and utility meetings.
10. Provide the ENGINEER any recent bid tabs to assist in the development of the cost estimates.
11. Acquire any proposed right-of-way and/or easements, if required for construction of improvements.
12. Obtain all necessary permits from the State or Federal agencies. The ENGINEER will assist the CITY as noted in the Scope of Services above.

### **Items Not Included in the Scope of Services**

1. Any work requested by the CITY that is not included in the basic services described above will be classified as Additional Services. Additional Services shall include, but are not limited to the following:
  - a. Changes in the scope, extent, or character of the project.

- b. Revisions to the plans when inconsistent with previous approvals or instructions by the CITY or the USACE.
  - c. Updating plans to reflect development that has occurred after the Final Plans are complete.
- 2. Environmental investigations, permits or services except as specifically identified.
- 3. Full property surveys or setting of new property corners if they are missing.
- 4. Flagging of any proposed right-of-way and/or easements as part of the appraisal process.
- 5. Preparation of any environmental clearance documents, except as noted in the scope of services.
- 6. Preparation of legal descriptions and/or exhibits for property or easement acquisition.
- 7. Revisions or modifications to the construction plans created by negotiations between the CITY and the property owners during property acquisition.

## Memorandum

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

*From: Mike Klein*

*Date: July 14, 2011*

*Subject: Water Dept. Drainage Project*

*Agenda Item: New Business*

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### **Recommendation:**

**It is staffs recommendation to accept the quote from McPherson Concrete Products from McPherson, Kansas in the amount of \$ 27,251.68.**

**Two quote were received for 132 foot of 5x3x6 Precast Concrete Boxes to repair the drainage ditch east of the Water Department.**

**McPherson Concrete Products, McPherson, Kansas \$ 27,251.68**

**Old castle Precast, Topeka, Kansas \$ 27,900.96**

### **Background:**

**Mr. Byron Winans contacted city staff of a situation that was developing inside his building located at 701 West Trail that is next to the storm drainage ditch. Cracks are developing in the floor and wall on the west side of the building that is adjacent to the drainage ditch. During high water events water is getting into his building. The erosion has also caused damage to the Water Dept. parking area, the sidewalk and drainage inlet needs to be replaced. The sidewalk has deteriorated to a point that we placed a metal plate over the area to prevent accidents.**

### **Justification:**

**The Engineering Department has looked at the area and has recommended a 5x3x6 Precast Concrete Box structure to be installed. The precast concrete boxes will come in 6 foot sections and a total length of 132 feet. This will put the end of the**

**drainage box past the building and the parking area. The storm water will flow to the south under Park Street to a water retainage area. All of the labor and equipment will be provided by city crews.**

**Financial Considerations:**

**Drainage Fund 540-4400-444-42-10 \$40,000**

**The Drainage Fund has \$40,000 set aside for drainage improvement projects.**

**Purpose/Mission:**

**To provide a safe environment for the citizens of Dodge City.**

**Legal Considerations:**

**N.A.**

**Attachments:**

**Photos of the drainage area.**



