

# COMMISSION AGENDA

July 17, 2006 - 7:00 p.m.  
Commission Chambers  
MEETING NO. 4655

## CALL TO ORDER

## ROLL CALL

INVOCATION by Richard of the First Christian Church

## PLEDGE OF ALLEGIANCE

## PETITIONS & PROCLAMATIONS

VISITORS (Limit of 5 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)

Amy Winkler with Meals on Wheels

## CONSENT CALENDAR

1. Approval of Minutes of Regular Meeting of July 3, 2006
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
  - A. Spee-D Stop, 2615 Gary Avenue
  - B. River Stop, 705 S. 14<sup>th</sup> Avenue(pending inspections and approval of City Fire, Inspection & Police Dept.)
4. Approval of proposal and contract with APAC-Kansas, Inc., Shears Division for additional work on the 14<sup>th</sup> & US 50 intersection.
5. Acceptance of easement for National Beef.

## ORDINANCES & RESOLUTIONS

Ordinance No.3416: An Ordinance regulating traffic within the corporate limits of the City of Dodge City, Kansas, incorporating by reference the "Standard Traffic Ordinance No. 3375. Report by City Clerk, Nannette Pogue.

Ordinance No 3417: An Ordinance regulating public offences within the corporate limits of the City of Dodge city, Kansas; incorporating by reference the "Uniform Public Offense Code for Kansas Cities, edition 2006 and repealing Ordinance 3355. Report by City Clerk, Nannette Pogue.

## UNFINISHED BUSINESS

If a reasonable accommodation is necessary to participate in a City of Dodge City event or service please contact us at 225-8100, 225-8155 TDD or by contacting the Kansas Relay Center at 1-800-766-3777.

## NEW BUSINESS

1. Approval of contract for engineering services with Burns & McDonnell for Taxiway B Project. Report by Airport Manager, Mike Klein.
2. Approval of bids for GPS System. Report by Director of Administration, Mike Klein.
3. Approval of bids for City of Dodge City Website. Report by Finance Director, Nannette Pogue.
4. Presentation of proposed 2007 Budget. Report by City Manager.

## OTHER BUSINESS

Commissioners  
City Manager

EXECUTIVE SESSION to discuss contract negotiations and land acquisition matters.

## ADJOURNMENT

**MINUTES**  
**July 3, 2006 - 7:00 p.m.**  
**MEETING NO. 4654**

MAYOR Jim Sherer called the regular meeting to order at 7:00 p.m.

RESPONDING TO ROLL CALL were Mayor Jim Sherer, Commissioners Terry Lee, Kent Smoll, Rick Sowers, and Jim Lembright.

Invocation was let by Josh of the First Christian Church

The PLEDGE OF ALLEGIANCE was recited.

**PETITIONS & PROCLAMATIONS**

Mayor Sherer proclaimed July 4 as Independence Day.

VISITORS (Limit of 5 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)

Ryan Carpenter reported the City of Character TraiT for July - Meekness

The CONSENT CALENDAR was approved on a motion by Commissioner Lembright, seconded by Commissioner Smoll, by unanimous vote.

1. Approval of Minutes of Regular Meeting of June 19, 2006
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
  - A. Mariah Hills Golf Course, 1800 Matt Down Lane
  - B. Love's Country Store #62, 400 E. Wyatt Earp
  - C. Wal-Mart Stores, Inc., 1904 N. 14<sup>th</sup> Avenue  
(pending inspections and approval of City Fire, Inspection & Police Dept.)
4. Approval of amendment of contract with BHC for 14<sup>th</sup> Street Reconstruction Project.

**ORDINANCES & RESOLUTIONS**

Ordinance No.3413: An Ordinance providing for the approval, transfer and assignment of an electric franchise as provided in Ordinance No. 3074 was adopted on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by unanimous vote.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. The cereal malt beverage licenses and liquor licenses for Wal-Mart at 1905 14<sup>th</sup>; Convenience Plus at 2501 Central; Presto at 2615 E. Trail; Tianguis Market at 512 S. Second and South Side Liquor at 710 S. Second were temporarily suspended for “sale of alcohol to a minor” on a motion by Commissioner Lee, seconded by Commissioner Lembright, by unanimous vote. The Commission agreed unanimously that the suspensions will be enacted July 10-15, 2006. Representatives from Presto Convenience Store and South Side Liquor spoke.
2. Kurt Scadden was appointed to a 3 year term and Cyd Champlin Stein was appointed to fill an unexpired term until January 31, 2007 on the CVB Advisory Board on a motion by Commissioner Smoll, seconded by Commissioner Lembright, by unanimous vote.

#### OTHER BUSINESS

City Manager, Jeff Pederson discussed bindweed and the ordinance relating to it.

At 7:45 p.m., Commissioner Smoll moved to adjourn to EXECUTIVE SESSION for 60 minutes to discuss pending litigation and employee negotiations. Commissioner Lee seconded the motion, which passed unanimously.

The following staff was asked to joint the Executive Session: Jeff Pederson, John Ball, Cherise Tieben, Nannette Pogue, and Ken Strobel.

The meeting reconvened at 8:45.

Commissioner Smoll moved to extend the Executive Session for an additional 15 minutes to 9:00 p.m. Commissioner Lee seconded the motion which passed unanimously.

The meeting reconvened at 9:00. Commissioner Lee moved to extend the Executive session for an additional 15 minutes to 9:15. Commissioner Smoll seconded the motion which passed unanimously.

The meeting reconvened at 9:15 p.m.

A motion by Commissioner Smoll, seconded by Commissioner Lembright, to instruct the City Attorney to file a Motion of Reconsideration of the Judge’s decision on the Sales Tax ruling on the particular subject of the public organizational funding only was passed unanimously.

On a motion by Commissioner Lembright, seconded by Commissioner Smoll, the meeting adjourned by unanimous vote.

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V. James Sherer, Mayor

ATTEST:

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Nannette Pogue, City Clerk

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

dodge city, Ford COUNTY, KANSAS, KANSAS, KANSAS,

TO THE GOVERNING BODY OF THE CITY OF dodge city, KANSAS, COUNTY, KANSAS.

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS. GENTLEMEN—On behalf of the dodge petroleum INC corporation whose principal place of business is dodge city, Kansas. 67801

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

1. The proposed licensee is SPEED STOP corporation with principal place of business at 2615 Gary Ave Dodge, KS. 67801 The resident agent is Gary Ave Dodge, Kansas. 67801 with offices at

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

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

N99ceb ALHAJ

3. The premises for which the license is desired are located at 2615 Gary Ave Dodge, KS. 67801

(a) The legal description of the premises is SPEED STOP (b) The street number is 2615 Gary Ave (c) The building is described as Convenience Store with Gas

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: Dodge Petroleum Inc speed stop

4. The name and address of the owner or owners of the premises upon which the place of business is located is 2615 Gary Ave Dodge, Kansas. 67801

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true: (a) None of them has within the last two years from this date been convicted of (1) A felony (2) A crime involving moral turpitude (3) Drunkenness (4) Driving a motor vehicle while under the influence of intoxicating liquor (5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter. (b) No manager, officer or director or any stockholder owning in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which: (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent: Name N99ceb ALHAJ Address 203 Hennessy St #111 Residence Dodge, KS. 67801 Length of residence within this city or county in which the application is being made Method of obtaining U.S. citizenship together with date of naturalization if such is the method Date and place of birth

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter. 7. This application is for a license to retail cereal malt beverages for consumption on the premises. ( ) For a license to retail cereal malt beverages in original and unopened containers and not be consumption on the premises. ( )

A license fee of \$ 125.00 is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

dodge city Ford COUNTY, KANSAS, KANSAS,

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

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the dodge petroleum inc corporation whose principal place of business is dodge city, Kansas. 67801

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

1. The proposed licensee is River Stop corporation with principal place of business at 705 S 14th Ave. Dodge, K.S. 67801. The resident agent is with offices at

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

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

Nageeb ALHAJ

3. The premises for which the license is desired are located at 705 S 14th Ave Dodge city, K.S. 67801

(a) The legal description of the premises is River Stop (b) The street number is 705 S 14th Ave (c) The building is described as Convenience store with Gas

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: dodge petroleum, Inc. River Stop

4. The name and address of the owner or owners of the premises upon which the place of business is located is 705 S 14th Ave Dodge city, Kansas. 67801

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

- (a) None of them has within the last two years from this date been convicted of (1) A felony (2) A crime involving moral turpitude (3) Drunkenness (4) Driving a motor vehicle while under the influence of intoxicating liquor (5) Violation of any state or federal intoxicating liquor law

- If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter. (b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which: (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent: Name Nageeb ALHAJ Address 1203 Hennessy St #1116 Residence Dodge city, K.S. 67801 Length of residence within this city or county in which the application is being made Method of obtaining U.S. citizenship together with date of naturalization if such is the method

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

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

A license fee of \$ 125.00 is enclosed herewith.

## *Memorandum*

July 6, 2006

TO: Jeff Pederson, City Manager

FROM: Ray Slattery, City Engineer

RE: **14<sup>th</sup> Avenue & US 50 Intersection Improvements, ST 0406  
Additional Work – Additional Lane Length**

Attached is a Proposal for the additional construction on the above mentioned project, beyond the scope of the original project. This proposal will construct the additional lane length needed for stacking for south bound traffic on 14<sup>th</sup> Ave. This construction will be done the same time the work on the intersection will be completed. The commission approved the design of this addition at the February 20<sup>th</sup> meeting.

As the original project is a KDOT project and the scope of the original project could only go to the right-of-way of the State, this work will be our responsibility. Funds are available from the money budgeted for the original project. Unit prices for this work are the same as those for the original project. If the City were to bid this project, the cost would be substantially higher.

Staff has accepted the Proposal and would recommend approval by the Commission. If you have any questions, please let me know.

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# Proposal and Contract

## APAC-Kansas, Inc., Shears Division

302 Peyton, PO Box 549, Emporia, KS 66801

Phone: 620-342-2047, Fax: 620-343-8118

To  
Job Name

City of Dodge City  
14th. Ave Frontage Road Addition  
to Ford Co. 50-29 K 2069-01

Date  
Job Location  
Proposal #

06/21/2006  
Dodge City, Kansas  
6914

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	CONTRACTOR CONSTRUCTION STAKING	1.00	LS	750.000	750.00
2	COMMON EXCAVATION	77.00	CY	16.500	1,270.50
3	ROCK EXCAVATION	6.00	CY	45.000	270.00
4	COMPACTION OF EARTHWORK (TYPE AA) (MR-5-5)	42.00	CY	17.000	714.00
5	COMPACTION OF EARTHWORK (TYPE B) (MR-90)	51.00	CY	12.000	612.00
6	FLOWABLE FILL (LOW STRENGTH)	3.00	CY	175.000	525.00
7	STORM SEWER (15") (RCP)	3.00	LF	80.000	240.00
8	STORM SEWER (5.1 SQ.FT.) (RCPHE)	11.00	LF	112.000	1,232.00
9	STORM SEWER ( 7.0 SQ.FT.) (RCPHE)	20.00	LF	140.000	2,800.00
10	END SECTION ( 7.0 SQ.FT.) (RCHE)	1.00	EA	1,300.000	1,300.00
11	ADJUSTMENT OF VALVE BOX (WATER)	2.00	EA	1,000.000	2,000.00
12	TEMPORARY DITCH CHECK	1.00	LS	500.000	500.00
13	CURB AND GUTTER (COMBINED) (AE)	83.00	LF	20.000	1,660.00
14	AGGREGATE FOR BIT. SURFACE COURSE (BM-1T)	9.00	TN	74.000	666.00
15	AGGREGATE FOR BIT. BASE COURSE (BM-2)	75.00	TN	62.000	4,650.00
16	ASPHALT CEMENT (PG 70-22)	4.00	TN	414.000	1,656.00
17	EMULSIFIED ASPHALT (ST-IP) TACK	1.00	TN	319.000	319.00
18	PVMT MRK (MULTI-COMPONENT) (WHITE) (6")	104.00	LF	1.200	124.80
19	PVMT MRK (MULTI-COMPONENT) (YELLOW) (4")	365.00	LF	1.200	438.00
20	PVMT MRK (MULTI-COMPONENT) (YELLOW) (12")	33.00	LF	2.400	79.20
21	PVMT MRK SYM (INTERSECTION GRADE) (WHITE) ST-RI AR	1.00	EA	350.000	350.00
22	PVMT MRK SYM (INTERSECTION GRADE) (WHITE) STR AR	1.00	EA	250.000	250.00
23	PVMT MRK SYM (INTERSECTION GRADE) (WHITE) LEFT ARR	1.00	EA	250.000	250.00

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
24	SEEDING	1.00	LS	1,500.000	1,500.00
25	RC Manhole Special	1.00	EA	5,460.260	5,460.26
<b>GRAND TOTAL</b>					<b>\$29,616.76</b>

**NOTES:**

This quotation includes the following terms:

1. Unless the words "Lump Sum" appear next to a price for an item, all prices are per unit, and payments will be based upon the actual number of units performed at that price, plus applicable sales tax. The prices quoted are binding only for the duration of the project as originally planned. After such time, the prices are subject to escalation based upon increases in APAC's costs.
2. APAC will perform the work in accordance with the schedule as required by KDOT, City of Dodge City shall provide an area for continuous operation of our crews.
3. This quotation includes 1 mobilization. Add \$5,000 for each additional mobilization.
4. Utilities location and adjustment or relocation are not included.
5. This proposal expires thirty (30) days from the date of this Proposal.
6. If you agree to these terms, prices and conditions, including the terms and conditions on the reverse side or attached page, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

ACCEPTED:

City of Dodge City  
(Firm Name)

By: Joseph E. Finley, Director of Public Works  
(Name and Title)

7-3-06  
(Date)

Thank you very much for the opportunity to quote this project. Please call me with any questions.

Sincerely,

*Dean McDaniel*

Dean McDaniel

# CITY OF DODGE CITY

Office of the City Attorney

P.O. Box 39  
Dodge City, Kansas 67801  
620-225-4168  
Fax: 620-225-7261  
wsnmr@swbell.net

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## *Memorandum*

*To:* Jeff Pederson, City Manager  
*From:* Ken W. Strobel, City Attorney  
*Date:* July 13, 2006  
*Subject:* National Beef Force Main Easement



Jeff:

For the past several months Joe Finley and I have been working with National Beef to correct some problems which have developed related to the transporting of wastewater from the packing plant facility to the point where the sewer line ties into the city sewer system.

National Beef has agreed to construct, at their expense, a new force main sewer line which should substantially alleviate most of the past problems. The new force main will need to cross through portions of city owned rights-of-way and property. The enclosed easement would provide authority for National Beef to construct the new force main line as planned.

The original draft easement, as submitted by National Beef, has been substantially amended at our recommendation and National Beef has agreed to the changes we have proposed. The enclosed easement reflects those proposed changes.

We would ask that you please place the matter on the agenda for Monday's city commission meeting for commission approval so this project can proceed in an expeditious manner. If you or any of the commissioners have any questions concerning the matter, please feel free to contact me.

c: Joe Finley, Director of Public Works  
Nannette Pogue, City Clerk

KWS/skp

## PIPELINE EASEMENT AGREEMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, the city of Dodge City ("Grantor") hereby grants, sells, warrants and conveys to National Beef Packing LLC, a corporation organized under the laws of the State of Kansas, with its principal office at Dodge City, Kansas ("Grantee"), its successors and assigns, a private easement solely and only to survey for, lay, construct, maintain, alter, inspect, repair, replace, operate and remove pipelines, meter runs, access roads, pipeline markers, valves, meters, regulators, launchers, receivers, graphite and steel anodes and other devices for the control of pipeline corrosion, test leads and any appurtenances and related equipment incident to the operation or protection thereof, for the gathering and transportation of waste water, generated at it's packing plant facility over and/or through the following described real estate situated in the County of Ford, State of Kansas, to wit:

A tract of land located in part of Tract 7, McCaustland Place Subdivision No. 1 and Part of the S/2 of Section 31, T-26-S; R-24-W for a permanent private utility easement described as follows:

Commencing at the Northwest Corner of Tract 7, thence on an assumed bearing of South 79°10'12" East along the North line of Said Tract 7 (South Right-of-Way line of Trail Street) for a distance of 139.27 feet; thence on a bearing of South 0°36'07" West for a distance of 167.86 feet to the South line of said Tract 7; thence on a bearing of North 89°53'24" West for a distance of 1.62 feet to the True Point of the Beginning; thence continuing on a bearing of North 89°53'24" West for a distance of 18.38 feet; thence on a bearing of South 0°36'07" West for a distance of 565.00 feet; thence on a bearing of South 89°53'24" East for a distance of 18.36 feet; thence on a bearing of South 0°36'07" West for a distance of 724.00 feet; thence on a bearing of South 89°53'24" East for a distance of 12.63 feet; thence on a bearing of South 1°54'23" West for a distance of 114.67 feet; thence on a bearing South 65°41'19" for a distance of 525.99 feet to the East Right-of-Way line of McCaustland Road No. 1; thence on a bearing of South 0°36'07" West for a distance of 22.03 feet along said East Right-of-Way line; thence on a bearing of North 65°41'19" East, along the West line of an Existing Sewer Line Easement, for a distance of 547.70 feet; thence on a bearing of North 1°54'23" East for a distance of 1417.46 feet to the True Point of Beginning. (the "Subject Property")

TO HAVE AND TO HOLD THE SAME unto Grantee , its successors and assigns, together with the right of ingress and egress to and from the Subject Property, for the foregoing purposes.

1. The pipeline shall generally be located as shown by the plat attached hereto as Exhibit "A" which is made a part hereof as though fully set forth herein. All

above-ground appurtenances, if any, shall be placed at or adjacent to and within the property line of the Subject Property. Grantee shall obtain all required permits prior to any construction or placement on the Subject Property or Easement Area.

2. The easement granted herein ("Easement Area") shall temporarily extend to sixty (60') feet in width for construction, replacement and removal, and to thirty (30') feet in width for the permanent easement, with the pipeline to be generally located in the center thereof.
3. Pipeline shall be buried to a depth of not less than forty-eight inches (48") below the surface, except in rock, where a minimum cover of twenty-four inches (24") will be provided.
4. Upon the City's prior written approval of design and installation plans, and upon Grantee's written request, the City will not unreasonably deny the grant of additional temporary or permanent easements necessary for (i) install graphite and steel anodes, electric transmission and power lines, and other devices for the control of pipeline corrosion (collectively "Cathodic Equipment") outside of the Easement Area, provided that Cathodic Equipment is buried under the surface of the ground below plow depth; and (ii) have access to the Subject Property outside the Easement Area as is reasonably necessary for construction, repair and maintenance of the pipelines, related appurtenances and Cathodic Equipment.
5. If the easement is abandoned, any pipeline equipment or Cathodic Equipment may be removed at the expense of Grantee within two (2) years from the abandonment, and a release of the easement shall be filed of record by the Grantee. If not removed within such period, such equipment will be considered abandoned in place and become the property of Grantor. The Grantor shall thereupon be entitled to the full use thereof, but may in its sole discretion remove such equipment. The cost and expense incurred in such removal shall be reimbursed to the City by Grantee upon receipt of an invoice specifically itemizing such costs and expenses.
6. Grantee agrees to manure, re-seed with native grass and further restore surface as near as possible to original condition. Reseeding will be in accordance with regulations of the Farm Service Agency.
7. Subject to the rights granted herein, Grantor shall have the right to fully use and enjoy the Subject Property. However, Grantor shall not: (a) substantially increase or decrease the elevation of the earth, perform any excavation or construct any road, obstruction, or structure within the Easement Area with out Grantee's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed; or (b) impound water or construct buildings or structures of any type within 25 feet of any Cathodic Equipment.
8. Grantee agrees to pay for any damages to Grantor's crops, grasses, fences, timber, livestock, and personal property caused by Grantee's construction, maintenance, replacement, operation, repair or removal of the pipeline or other

equipment, such damage to be paid after occurrence. Payment for all damages hereunder shall be made to Grantor or to Grantor's lessees or tenants, as their interests may appear in said County records.

9. The rights and responsibilities herein granted may be assigned in whole or in part by Grantee to Grantee's successor owner.
10. Grantee shall take all reasonable precautions to prevent and suppress fires, to prevent pollution of soil and water resources, and to control excessive soil erosion and shall periodically inspect and immediately implement necessary repairs or maintenance to ensure the safe and proper operation of its equipment located within Subject Property and Easement Area. In addition, Grantee shall be solely responsible for any and all damages resulting in any manner whatsoever from its use and possession of the Subject Property and Easement Area and the operation of its equipment located therein, including but not limited to regulatory fines, penalties, assessments and fees.
11. Grantee shall at its expense, remove and/or relocate any above ground equipment located within the Subject Property or Easement Area at the Grantor's request if such removal or relocation is reasonably required by Grantee's exercise of its municipal obligations and responsibilities. If such requested removal or relocation is not economically feasible, the Grantee shall reimburse Grantor for any reasonable cost and expense incurred by Grantor resulting from Grantee's failure or refusal to remove or relocate such equipment.
12. Grantee agrees to indemnify Grantor against all damages, expenses, costs including attorney fees and charges, and to save Grantor harmless from any and all claims for damages attributable to the negligence, wrongful acts or omissions or other fault of Grantee, its agents, contractors, representatives, invitees or employees.

Grantor represents and warrants that it is the owner in fee simple of the Subject Property subject only to outstanding mortgages, if any of record. Grantor further agrees to indemnify Grantee from any claims made by any other owner or tenants insofar as the other owners or tenants claim an interest in the Subject Property. Grantee shall also have the right to discharge or redeem for Grantor, in whole or in part any mortgage, tax or other lien on said land and thereupon be subrogated to such lien and right incident thereto.

The terms, conditions, and provisions of this grant shall extend to and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

WITNESS OUR HANDS, this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

GRANTOR  
CITY OF DODGE CITY

GRANTEE  
NATIONAL BEEF PACKING, LLC

By: \_\_\_\_\_  
**Jim Sherer, Mayor**

By: \_\_\_\_\_  
Printed: \_\_\_\_\_  
Title: \_\_\_\_\_  
TAX ID# \_\_\_\_\_

ATTEST:

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

ACKNOWLEDGMENT

STATE OF \_\_\_\_\_ §  
County of \_\_\_\_\_ § ss  
§

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

STATE OF \_\_\_\_\_ §  
County of \_\_\_\_\_ § ss  
§

Before me, the undersigned, a Notary Public, within and for said County and State, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006, personally appeared \_\_\_\_\_ as \_\_\_\_\_ for \_\_\_\_\_ to me personally known to be the identical person who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

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

My Commission Expires:

# Memorandum

*To: Jeff Pederson*  
*From: Nannette Pogue*  
*Date: July 12, 2006*  
*Subject: Ordinance Nos. 3416 and 3417*

**Ordinance No. 3416** adopts the “2006 Edition of the Standard Traffic Ordinance” by reference. The changes made to the Standard Traffic Ordinance during the 2006 legislative session include the following:

**Section 1.** Definitions.

**Section 23.** Accident Involving Death or Personal Injuries; Penalties

**Section 27** Duty to Report Accidents

**Section 30.2.** Preliminary Breath Test

**Section 61.1** Passing When Near Stationary authorized Emergency Vehicle

**Section 62.** Highway Construction and Maintenance

**Section 64.1.** School Crossing Guard; Disobeying

**Section 141.** Motorcycle Footrests and Handlebars

**Section 144.** When Lighted Lamps Required; Visibility Distance and Mounted Height of Lamps.

**Section 182.** Child Passenger safety Restraining System

**Section 194.** Driving While License Concealed, Suspended or Revoked; Penalty.

**Section 195.1** Operation of a Motor Vehicle When a Habitual Violator

**Section 198.** Vehicle License; Illegal Tag

**Ordinance No. 3417** adopts the “2006 Edition of the Uniform Public Offense Code” by reference. The changes made to this code during the 2006 legislature include the following:

**Section 3.1.1** Domestic Battery

**Section 3.2** Battery against a Law Enforcement Officer.

**Section 3.8.1** Violation of a Protective Order

**Section 6.6** Criminal Damage to Property

**Section 6.17** Criminal Use of a Financial Card.

**Section 9.8** Criminal Desecration.

**Section 10.1** Criminal Use of Weapons

**Section 10.1.1** Concealed Carry; Where Prohibited

**Section 10.1.2** Concealed Carry; Where Prohibited by Employers

**Section 10.1.3** Concealed Carry; When Impaired

**Section 10.23** Trafficking in Counterfeit Drugs

**Section 11.6** Removed – Inflicting Harm, Disability or Death to a Police, Arson, Assistance, Game Warden, or Search and Rescue Dog

**Section 11.11** Cruelty to Animals

The League of Kansas Municipalities compiles a small booklet which incorporates all of the laws in Kansas that deal with public offenses and traffic offenses. These are the “Uniform Public Offense Code” and the Standard Traffic Ordinance”. Cities are allowed to adopt these codes by reference, so the entire code is not included in the adopting ordinance and is not published in the local paper. Each employee that deals with any of these codes or ordinances are furnished a book to reference when necessary, to cite persons with violations of the ordinances. I have three of each of these books in

my office for your review. I also ordered an electronic copy that can be posted on our web site. If you have any questions or wish additional information, please do not hesitate to contact me.

**ORDINANCE NO. 3416**

**AN ORDINANCE REGULATING TRAFFIC WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "STANDARD TRAFFIC ORDINANCE FOR KANSAS CITIES, EDITION 2006" AND REPEALING ORDINANCE NO 3375**

**Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE.** There is hereby incorporated by Reference for the purpose of regulating traffic within the corporate limits of the City of Dodge City, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2006, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas, save and except such articles, section, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3416" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours. The police department, municipal judge and all administrative departments of the city charged with enforcement of the ordinance shall be supplied, at the cost of the city, such number of official copies of such Standard Traffic Ordinance similarly marked, as may be deemed expedient.

**Section 2: REPEAL.** Ordinance no 3375 is hereby repealed.

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

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 17th day of July, 2006.

\_\_\_\_\_  
**Jim Sherer, MAYOR**

**ATTEST**

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

**ORDINANCE NO. 3417**

**AN ORDINANCE REGULATING PUBLIC OFFENSES WITHIN THE CORPORATE LIMITS OF THE CITY OF DODGE CITY, KANSAS; INCORPORATING BY REFERENCE THE "UNIFORM PUBLIC OFFENSE CODE FOR KANSAS CITIES, EDITION 2006 AND REPEALING ORDINANCE NO 3374**

**Section 1: INCORPORATING UNIFORM PUBLIC OFFENSE CODE.** There is hereby incorporated by Reference for the purpose of regulating public offenses within the corporate limits of the City of Dodge City, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2006, prepared and published in book form by the League of Kansas Municipalities, Topeka Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Adopted by Ordinance No. 3417" with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this ordinance, and filed with the City Clerk to be open to inspection and available to the public at all reasonable hours.

**Section 2: REPEAL.** Ordinance No. 3374 is hereby repealed.

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

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this 17th day of July, 2006.

\_\_\_\_\_  
**Jim Sherer, MAYOR**

**ATTEST**

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

# Memorandum

*To: City Commission  
Jeff Pederson, City Manager*  
*From: Mike Klein, Airport Manager*  
*Date: Thursday, July 13, 2006*  
*Subject: Taxiway B Construction Observation Services;  
Burns & McDonnell Agreement*

On June 30, 2006, the Dodge City Regional Airport received notification from the Federal Aviation Administration to initiate action necessary to obtain a contract agreement with our airport engineering consultant, Burns & McDonnell from Kansas City, MO. The contract agreement is for construction observation services for the construction phase of Taxiway B. The project consists of milling, pulverization, base stabilization, new pavement and new lighting system. By FAA standards, the airport is required to have an FAA certified engineer present during the construction phase of this project. The agreement for construction observation includes:

- Develop a construction observation program
- Attend and conduct a pre-construction meeting
- Provide a resident project engineer for the duration of the project
- Provide an assistant project representative during critical activities
- Review shop drawings and material certifications submitted from the contractor
- Provide a testing laboratory for quality assurances
- Respond to field issues throughout the project
- Provide monthly contractor pay estimates for reimbursements
- Prepare change orders
- Prepare weekly test reports as per FAA guidelines
- Prepare a final punch list for the project
- Attend final walk through of project
- Provide FAA closeout documentation
- Overall project management throughout the construction process

Burns & McDonnell will perform the scope of services for construction observation services for a total lump sum of \$193,628. This part of the project is 95% federally funded and 5% local match. This City's match for this part of the project is \$9,682.00. As per FAA requirements, an independent cost analysis was conducted by Kirkham Michael Engineering Services to determine if the submitted price is within industry standards. The independent cost analysis completed was \$202,805.00.

**To Date Projects Costs:**

Engineering Services - Burns & McDonnell

AIP Grant Number 3-20-0017-17      \$119,672.00

*Note: This part of the project has been completed*

Construction Taxiway B

APAC Kansas, Inc., Dodge City, KS

AIP Grant Number 3-20-0017-18      \$1,027,190.00

Construction Observation Services

Burns & McDonnell

AIP Grant Number 3-20-0017-18      \$193,628.00

Total Project Costs                      \$1,340,490.00

95% FAA \$1,273,465.00      5% Local Match      \$67,025.00

The City of Dodge City has received the grant offer from FAA. The grant offer includes the construction observation service for Taxiway B. At this time, staff is waiting on Congressional release of funds for this project. It is the recommendation of airport staff to accept the construction observation agreement with Burns & McDonnell of Kansas City, MO for the Taxiway B Project for a total lump sum of \$193,628. Documentation is attached for your review.

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

**AUTHORIZATION NO. 10  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR  
TAXIWAY B RECONSTRUCTION AND LIGHTING IMPROVEMENTS  
AT DODGE CITY REGIONAL AIRPORT  
AIP Project No. 3-20-0017-18**

In accordance with SECTION 2 – SCOPE OF PROJECT of the Agreement for Professional Engineering Services dated March 13, 2000, by and between CITY OF DODGE CITY, KANSAS, (SPONSOR) and BURNS & McDONNELL, (CONSULTANT), the following improvement project “Taxiway B Reconstruction and Lighting Improvements at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

**A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**

1. **Project Name:** Taxiway B Reconstruction and Lighting Improvements at the Dodge City Regional Airport.
2. **Description of Improvements:** Provide professional engineering for construction phase services for the aforementioned project.

**B. DESCRIPTION OF SERVICES TO BE PERFORMED:**

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Construction Phase Services:** This phase includes activities for developing a construction observation program and providing full-time construction services throughout the project.
  - a. Develop the Construction Observation Program. This program will conform to the criteria established in “ACE-1030 Construction Management Program”.
  - b. Attend and conduct a preconstruction meeting with the SPONSOR, FAA and Contractor.
  - c. During the Design Phase, a preliminary construction schedule was developed by the CONSULTANT to determine the number of calendar days needed to complete construction of this project. As a result, the Contractor will be required to complete this project within 100 calendar days from receipt of the SPONSOR’s Notice-To-Proceed. To verify that the project is being constructed in compliance with the approved Drawings and Specifications, the CONSULTANT will provide full-time construction observation. Full-time construction observations is defined as having a Resident Project Representative available for onsite observations, Monday

through Saturday for ten (10) hours per day for a total of 90 days or 900 man hours.

In the event the Contractor elects to work more than ten (10) hours per day, the Resident Project Representative will remain on site as needed to observe the work being performed. The hours utilized for these observations beyond ten (10) hours will be deducted from the established 900 hours as previously indicated.

- d. Provide an Assistant Project Representative, (APR) during critical activities, which physically requires the presence of more than the Resident Project Representative. The APR's visits are estimated to be no more than twelve hours per day per trip. A maximum of seven trips for this effort are estimated
- e. Perform shop drawing reviews and material certifications as received from the Contractor.
- f. Testing. The CONSULTANT will provide through the services of a testing laboratory, all first time testing for the required quality assurance tests as identified in the Project Specifications.
- g. Respond to field issues throughout the duration of the project.
- h. Provide monthly Contractor progress estimates and SPONSOR's request for reimbursement form SF271.
- i. Prepare change orders and supplemental agreements necessary for construction of the project.
- j. Reports.
  - (1) Weekly Reports: Tests reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
  - (2) Final Report: At the end of the project, the Project Manager shall submit a final test and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.
- k. Prepare Final Punch List. The Resident Project Representative, Project Engineer, Project Manager, SPONSOR, FAA (if available) and Contractor will perform a final walk through of the project and prepare a final punch list of the project.
- l. Attend a final project walk through with SPONSOR and FAA to verify final punch list items have been addressed and that the project is acceptable to SPONSOR and FAA.
- m. Prepare a record set of conforming to construction record drawings as based on the contractor's redlined markups. An electronic copy

- of the completed record set will be provided to the SPONSOR in AutoCAD version 14.
- n. Provide FAA closeout documents as stated in ACE-1071 Final Acceptance.
  - o. Provide periodic site visits from the project Manager (One visit per month per the duration of the project.)
  - p. Provide overall project management throughout the construction process.
  - q. Update the Airport Layout Drawing to illustrate the construction improvements.

**C. UNDERSTANDING & CITY FURNISHED ITEMS:**

- 1. The SPONSOR shall provide a work and storage area (as designated by the Airport Manager) for use by CONSULTANT for storage of supplies, records preparing of project related paper work and all related materials needed to perform construction services for this project

**D. METHOD OF COMPENSATION:**

- 1. Compensation of the Scope of Work, shall be made by Method B – Cost Plus a Fixed Payment according to SECTION VII – PAYMENTS TO CONSULTANT, paragraph A.2, which outlines compensation on a Cost Plus a Fixed Payment basis.

**E. AMOUNT OF COMPENSATION:**

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 10, per the terms and conditions set forth in the Agreement, as indicated in Table A.

**TABLE A**

<b>SCHEDULE OF FEES FOR CONSTRUCTION SERVICES</b>	
Construction Services (Field)	<b>\$132,717</b>
Construction Services (Office Staff)	<b>\$60,911</b>
<b>Total Construction Services</b>	<b>\$193,628</b>

**F. ESTIMATED TIME OF COMPLETION:**

- 1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 10, is estimated at Fifty (50) calendar days after the SPONSOR’s acceptance of the Contractor’s completed work.

**G. ENGINEERS’ NOTICE TO PROCEED DATE:**

- 1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is \_\_\_\_\_.

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization.

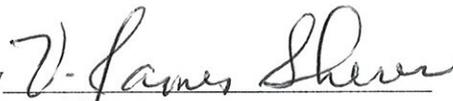
IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

-----oooOooo-----

BURNS & McDONNELL ENGINEERING  
COMPANY, INC

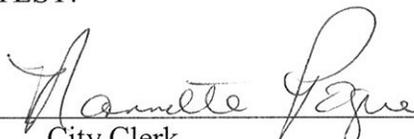
CITY OF DODGE CITY, KANSAS

By  6-30-06  
David G. Hadel, P.E.  
Director of General Aviation Services

By   
Mayor

By   
Michael Klein  
Director of Administration/  
Airport Manager

ATTEST:

By   
City Clerk

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
 Rehabilitation of Taxiway B  
 Dodge City Regional Airport  
 Construction Services (Field Staff)  
**BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES**  
 June 27, 2006

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Officer	0.00	\$50.00	\$0.00
Principal	0.00	\$40.00	\$0.00
Project Manager	0.00	\$36.23	\$0.00
Resident Engineer	940.00	\$32.00	\$30,080.00
Senior Civil Engineer	0.00	\$31.05	\$0.00
Staff Civil Engineer	0.00	\$26.91	\$0.00
Senior Electrical Engineer	0.00	\$32.09	\$0.00
Staff Electrical Engineer	0.00	\$30.02	\$0.00
Asst. Electrical Tech.	0.00	\$22.77	\$0.00
Asst. Civil Tech.	0.00	\$21.50	\$0.00
Technician	0.00	\$18.63	\$0.00
Clerical	0.00	\$15.72	\$0.00
	940.00		

Total Direct Salary Costs = \$30,080.00

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 140.13% = \$42,151.10

3 **SUBTOTAL:**

Items 1 and 2 = \$72,231.10

4 **PROFIT:**

10.00% % of Item 3 Subtotal = \$7,223.11

Subtotal \$79,454.21 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage (office)	0.00 Miles @	\$0.445 / Mile =	\$0.00
b. Transport. (field)	3.50 Months @	\$2,022.80 / Mo. =	\$7,079.80
c. Motel (office)	0.00 Nights @	\$65.00 / Night=	\$0.00
d. Motel (field)	105.00 Nights @	\$65.00 / Night=	\$6,825.00
e. Meals	105.00 Days @	\$30.00 / Day =	\$3,150.00
f. Computer CADD	0.00 Hours @	\$7.00 / Hour =	\$0.00
g. Computer Eng.	940.00 Hours @	\$3.50 / Hour =	\$3,290.00
h. Materials and Supplies		=	\$803.50

Total Out-of-Pocket Expenses = \$23,263.13

6 **SUBCONTRACT COSTS:**

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$30,000.00
c. Permit Fees	=	\$0.00
		= \$30,000.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$132,717.34

SUMMARY

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
 Rehabilitation of Taxiway B  
 Dodge City Regional Airport  
 Construction Services (Office Staff)  
**BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES**  
 June 27, 2006

**1 DIRECT SALARY COSTS:**

TITLE	HOURS	RATE/HOUR	COST (\$)
Officer	0.00	\$50.00	\$0.00
Principal	0.00	\$40.00	\$0.00
Project Manager	116.00	\$36.23	\$4,202.68
Resident Engineer	0.00	\$32.00	\$0.00
Senior Civil Engineer	210.00	\$31.05	\$6,520.50
Staff Civil Engineer	64.00	\$26.91	\$1,722.24
Senior Electrical Engineer	0.00	\$32.09	\$0.00
Staff Electrical Engineer	114.00	\$30.02	\$3,422.28
Asst. Electrical Tech.	8.00	\$22.77	\$182.16
Asst. Civil Tech.	8.00	\$21.50	\$172.00
Technician	0.00	\$18.63	\$0.00
Clerical	8.00	\$15.72	\$125.76
	528.00		
Total Direct Salary Costs			= \$16,347.62

**2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 194.99% = \$31,876.22

**3 SUBTOTAL:**

Items 1 and 2 = \$48,223.84

**4 PROFIT:**

10.00% % of Item 3 Subtotal = \$4,822.38

Subtotal \$53,046.23 Lump Sum Fee

**5 OUT-OF-POCKET EXPENSES:**

a. Mileage (office)	7213.48 Miles @	\$0.445 / Mile =	\$3,210.00
b. Transport. (field)	0.00 Months @	\$2,022.80 / Mo. =	\$0.00
c. Motel (office)	14.00 Nights @	\$65.00 / Night=	\$910.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night=	\$0.00
e. Meals	14.00 Days @	\$25.00 / Day =	\$350.00
f. Computer CADD	16.00 Hours @	\$7.00 / Hour =	\$112.00
g. Computer Eng.	512.00 Hours @	\$3.50 / Hour =	\$1,792.00
h. Materials and Supplies		=	\$776.00

Total Out-of-Pocket Expenses = \$7,865.00

**6 SUBCONTRACT COSTS:**

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00
		= \$0.00

**7 MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$60,911.23

SUMMARY

**Exhibit "C"**  
**Construction Phase**  
**Dodge City Regional**  
**Dodge City KS,**  
**Taxiway B Reconstruction Phase 1**  
**AIP No. 3-20-0017-18**

**Item No. 1-Direct Salary Costs**

Title	Hours	Direct Salary Rate/Hour	Cost (\$)
Project Engineer/Manager	150	\$ 35.00	\$ 5,250.00
Engineering EI	100	\$ 21.15	\$ 2,115.00
Principal	40	\$ 55.00	\$ 2,200.00
CADD Tech.	200	\$ 21.74	\$ 4,348.00
Engineering Tech	900	\$ 25.00	\$ 22,500.00
Sr Engineering Tech	100	\$ 30.00	\$ 3,000.00
Party Chief	40	\$ 22.50	\$ 900.00
Survey Assistant	40	\$ 20.00	\$ 800.00
Land Surveyor	8	\$ 39.00	\$ 312.00
Clerical	100	\$ 14.70	\$ 1,470.00
<b>TOTAL DIRECT SALARY</b>			<b>\$ 42,895.00</b>

**Item No. 2 - Labor and General & Administrative Overhead**

PERCENTAGE OF DIRECT SALARY COSTS (168.53%)      \$ 72,290.94

**Item No. 3-Direct Nonsalary Expenses**  
**Direct Non-Salary Costs**

Travel	2000	\$ 0.42	\$ 840.00
Materials & Supplies			\$ 1,500.00
Printing			\$ 2,000.00
Meals			\$ 4,000.00
Hotels			\$ 5,000.00
<b>TOTAL NONSALARY EXPENSES</b>			<b>\$ 13,340.00</b>

**Item No. 4-Subtotal of Items 1,2, & 3**      \$ 128,525.94

**Item No. 5-Fixed Fee 15% of Item 4**      \$ 19,278.89

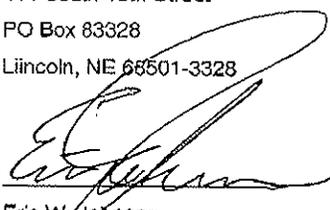
**Item No. 6-Subconsultant Costs testing**      \$ 40,000.00

**Item No. 6-Subconsultant Electrical**      \$ 15,000.00

**Item No. 7-Not-To-Exceed Total Items 4, 5, & 6**      \$ 202,804.84

Prepared by:

Kirkham Michael Consulting Engineers  
 411 South 13th Street  
 PO Box 83328  
 Lincoln, NE 68501-3328

  
 Eric W. Johnson  
 Airport Services Manager

7-5-06

Post-it® Fax Note	7671	Date	7-5-06	# of pages	1
To	Rosie	From	ERIC W. JOHNSON		
Co./Dept.	City of Dodge City	Co.	KRM Lincoln		
Phone #		Phone #			
Fax #		Fax #			



U.S. Department  
of Transportation

**Federal Aviation  
Administration**

Central Region  
Iowa, Kansas,  
Missouri, Nebraska

901 Locust  
Kansas City, Missouri 64106  
(816) 329-2600

July 7, 2006

Mr. Michael Klein  
Airport Manager  
Dodge City Regional Airport  
P.O. Box 880  
806 - 2nd Ave., City Hall  
Dodge City, KS 67801

Dear Mr. Klein:

Dodge City Regional Airport  
AIP No. 3-20-0017-18  
Engineering Agreement Approval  
- Authorization #10

Based upon the submitted sponsor certification and your recommendation, the Authorization #10 between Burns & McDonnell and the City of Dodge City, Kansas, is acceptable for use on the subject AIP funded project. This agreement provides for the following:

**Construction Services for Re-construction of Taxiway Bravo**

FAA AIP financial participation in the agreement is limited to the cost of engineering work, which applies to eligible construction work as specified in the work description of the subject grant agreement.

This approval is based on the compensation for construction services equaling actual costs plus fixed fee not exceeding \$193,628. Please ensure that invoices for this work show sufficient detailed information of the incurred payroll costs (number of hours, hourly rate) and the application of the fixed fee.

Our review assumes all work items are eligible for AIP participation. If subsequent to this review, items of work are determined to be ineligible for AIP participation, engineering costs associated with those ineligible items are also ineligible for AIP participation.

We trust that the applied overhead expenses have been certified by audit. Such charges shall be consistent with the cost principals established within Federal Regulation 48 CFR PART 31, *Contract Cost Principles and Procedures*. Non-allowable costs include but are not limited to costs associated with entertainment, fines, penalties and political contributions. We recommend that you retain a copy of the consultant's audit statement along with your project records.

Please retain documentation that details your consultant selection process, your record of negotiations and your fee analysis. This information must be made readily available for the purpose of a third party audit.

Section B.1.n of the agreement addresses project closeout requirements. Please ensure that all necessary project closeout documentation is submitted within 90 days of the project acceptance from the contractor.

If you have any questions regarding this matter, you may contact me at (816) 329-2627.

Sincerely,

A handwritten signature in black ink, appearing to read "M.A. Rottinghaus", with a stylized flourish at the end.

Mike A. Rottinghaus, P.E.  
State Airport Engineer (KS)

cc: Dave Hadel, Burns & McDonnell

## Memorandum

*To: Jeff Pederson, City Manager  
City Commission*  
*From: Mike Klein, Director of Administration*  
*Date: Tuesday, March 14, 2006*  
*Subject: Bids - GPS System*

Two bids were received and opened on July 11, 2006 at 2:00 p.m. for two hand held GPS units. The new GPS units will be utilized by the Engineering and Utilities Departments for infrastructure mapping. Mapping will include water lines, valves, storm drainage, inlets, fire hydrants, sewer lines, manholes and other related engineering functions. The new unit will be replacing a Sokkia GPS system that is inoperable and is no longer supported by Sokkia. The current unit does not retain memory and downloading data is a six step process. The new unit is a one step process.

Bids received are as follows:

Electronic Data Solutions, Jerome, ID

Trimble Geo XH GPS unit, software, support & attachments	\$22,040.90
2 day on-site training	\$ 3,500.00
Less trade-in Sokkia GPS	\$ 1,000.00
Less Government Discount	\$ 2,104.09
TOTAL BID	\$22,436.81

Seiler Instruments, Belton, MO

Trimble Geo XH GPS unit, software, support & attachments	\$22,245.00
2 day on-site training	\$ 3,500.00
Less trade-in Sokkia GPS	\$ 2,000.00
Less Government Discount	\$ 1,111.00
TOTAL BID	\$22,634.00

This request is not budgeted in the 2006 year. Due to the current GPS unit failure and maintaining current infrastructure mapping on the new projects, it is staff's recommendation to accept the bid from **Electronic Data Solutions** of Jerome, ID for a total bid of **\$22,436.81**. Funding for this request will come from the Water, Wastewater and Storm Drainage Funds at an amount of \$7,478.94 each. If you have any questions or need additional information, please contact my office.

MDK:sjm

# MEMO

TO: Jeff Pederson

FROM: Ryan Reid  
Nannette Pogue

RE: Approval of City of Dodge City Website Solution

As you know, the City currently hosts and updates the [www.dodgecity.org](http://www.dodgecity.org) website. At the beginning of the year a Web Committee was set up to look at a new website solution. The web committee was composed of the following individuals: Ryan Reid (IS), Roy Sunday (IS), Barb Slagle (Utility Billing), Nannette Pogue, Paul Lewis (Park and Rec), Joe Finley (Public Works), John Abel (Police), April Keck (Inspections/Development Services) and Kevin Norton (Fire). The committee's goals were to examine the limitations of the current web site and to decide upon the features that the City would most benefit from a new website solution. The committee developed the following goals for the new website solution:

Site redesign: As with all things media, we think it is time for the site to have a different look and feel-probably something that is easy to use but also maintains some Old West feel, in keeping with our heritage.

Content Management: Currently, all changes go through a single individual. We would like to have a content management system whereby one or two people in each department would edit the website, in some cases after a supervisor approves it online. We believe that this will result in the site being updated more rapidly and more often.

Citizen Response Management: Several vendors offered citizen response management systems. These systems allow our citizens to place complaints and/or suggestions online and they are routed via email to the appropriate individual. Additionally, the system will alert supervisors when complaints have not been addressed in a timely fashion. Though it is our belief that our citizenry will not immediately adopt this technology, we believe that it will improve the quality of service and will be extensively used internally

ADA Guidelines: It is important that the new site makes reasonable efforts to comply with these guidelines.

Basic E-commerce: Various departments may want to take money online including PD, Utilities, Court and the CVB. We would like to start taking small steps that give options to our citizens while at the same time recognizing that we are unlikely to see widespread use at this point in time.

Online Job Applications: We would like to give people the chance to apply online for various city jobs.

Bi-lingual Capabilities: We would like to have core pages available in English and Spanish. We would like to have a free or inexpensive translator utility available on the pages to allow those who only read Spanish to have some access to our pages.

Additionally we would like to expand upon our current use of the pages including posting more documents, calendars, etc.

Toward that end a request for proposals was developed by Ryan Reid that included the specific needs of our organization and it was sent out to all interested vendors. The committee also saw several demonstrations. Four vendors responded to the request for proposals. Ryan Reid and Barb Slagle evaluated the proposals. These proposals were evaluated on the following criteria: Price, expansion options, features, post demo responses to RFP, ease of use, opinion on appearance/quality of other websites done or sample web page, support/interviews with other clients that used their services.

Out of a possible 70 points, the vendors scored: Qscend – 49.5 points, Egov Link – 38 points, HRG – 43 points and Civic Plus – 54 points. Based on this evaluation as well as input from the Committee, the recommendation is to purchase the web site solution from Civic Plus. Civic Plus is a company from Manhattan, Kansas, and meets the goals that the Web Committee identified. They will help us redesign our site and manage our content by department. Their proposal includes provisions for ADA compliance and numerous enhancements to our new pages (including such things as staff directory, job postings, event calendars, etc). It will allow us some basic bilingual options. It also includes a Citizen Response Management System that will allow us to better track and resolve issues that our citizens have with services we provide. It also has tools to monitor usage to give us an idea of what parts of our site are being utilized the most by our citizens so we can strategically develop the most used parts of the site. We expect to add some e-commerce type features to the site as time goes on.

The total cost of Civic Plus' proposal totals \$23,750 plus \$10,200 in annual maintenance. Additional costs are possible if various departments decide to add embellishments or customizations.

We recommend the purchase of Civic Plus' solution for a new City of Dodge City website. Attached are two sample pages that they included in their proposal.

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

# Sample Composition of Your Website

Design options are provided in order to offer an example of what your site could be like. In no way does this represent the final design. The client works directly with the designer during the design phase to establish colors, pictures, navigation and design options that best suit the client. This image provided for sample composition purposes only. Copyright Authorization and/or Photography Production is required unless the organization already has quality, usable photographs. Additional fees will be assessed for stock photographs or other images, pricing is not included for these in the estimate.

## Main Page Composition

**City of Dodge City, Kansas**

Government | Resident | Business | Visiting | Departments

Home | Print | Email | Documents

**Calendar** ...All Events

Apr. 15 | 16 | 17 | 18 | 19 | >

Apr. 15: Mayor & Council Meeting

Apr. 17: Dodge City Festival

**News & Announcements**

**Lorem ipsum sale cita torq**  
Viderer lobortis cum id. Possim splendidi persecuti in eos. More...

**Possim splendidi persecuti**  
Possim splendidi persecuti in eos.

**Vero semper ius et mei mod**  
...More News

**City of Dodge City, Kansas**

About Dodge City  
How Do I...?  
Administration  
Employment  
Things To Do

**Citizen Request Tracker**  
Pay Your Bill  
Codes of Ordinance

**Opinion Poll**  
How often do you visit City Hall?  
 Weekly  
 Quarterly

**Submit**

**Search**

Email | Jobs | Bids | Archive | Site Map | En Español

**Dodge City - City Hall**  
806 2nd Avenue Dodge City, Kansas 67801  
PH: (620) 225-8100 FAX: (620) 225-8144  
TDD: 225-8115

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**Dodge City Longhorn**

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## CivicPlus

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# Sample Composition of Your Website

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## WELCOME TO DODGE CITY KANSAS



**How Do I...?**

- Mayor & Council
- City Departments
- Employment
- Service Request
- Attractions
- E-mail Notification
- City Works
- Survey
- Log In
- Contact Us

**Search**

**Go**

**DODGE CITY FACTS**

The Gunfights in Dodge City were never as many or as frequent as depicted in Hollywood, but they received more publicity in the east-coast newspapers because they happened in Dodge City.

As mayor of the City of Dodge City, it gives me great pleasure to invite you to "Come to Dodge City and Relive a Legend!"

When you make your "getaway" to Dodge City, you'll find everything you need to ensure a memorable time: Dodge City offers the perfect retreat, plenty of peace and quiet for a productive meeting and, when your business is done, the charm and excitement of the old west are close at hand! You'll feel at home in Dodge City, just as the cowboys did in the 1870s.

The legend of the old west comes to life as you stroll along Old Dodge City's boardwalk, ride a stagecoach, see a gunfight re-enactment or view Boot Hill Museum's 1870s and 1880s portrayal of the "wickedest little city in the west." Join the fun as the whole town celebrates Dodge City Days, a two-week extravaganza with one of the largest PRCA rodeos in the nation, arts and crafts fairs, parades and street dances.

**News and Announcements**

- **LCC Runner Lopes Bear Dodge City at the wire, 55-54** - Basketball fans attending the home opener for the Lamar Community College men's basketball team last night... [\[Read More\]](#)
- **HO Model train show** - Gabe Wilson and his sister, Alexis Wilson, of Winfield, look at a model train while Dale Sutton of Dodge City... [\[Read More\]](#)
- **District Attorney Paul Morrison Announces Candidacy for Attorney General** - The following campaign announcement remarks were prepared for delivery by Johnson County District Attorney Paul Morrison on October 25, 2005... [\[Read More\]](#)
- **Virtual ICU** - real benefits - The very sickest patients at Via Christi hospitals soon will get an extra set of eyes watching... [\[Read More\]](#)
- **New Commission Examining School Funding Formula** - New commission on education is having a day of briefings Monday on the state's school finance formula... [\[Read More\]](#)

**CALENDAR**

**Nov. 15**  
7th Annual Christmas Fairness

**Nov. 16**  
DCCC Men's BB vs. Labor College

**Nov. 18**  
Festival of Trees

[\[View All Events\]](#)

**Weather**  
Dodge City, Ks  
Sunny, 78 F





City Hall • 806 2nd Avenue • Dodge City, Kansas 67801  
 PH: (620) 225-8100 FAX: (620) 225-8144  
 Open 8am - 5pm, Mon - Fri

[Map](#) | [Site Map](#) | [Service Request](#) | [Links](#) | [Directories](#) | [Website Policies](#)

## CivicPlus

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