COMMISSION AGENDA
June 4, 2007    7:00 p.m.
Commission Chambers
MEETING NO. 4678

CALL TO ORDER

ROLL CALL

INVOCATION-Pastor Jerry Clarkson, Dodge City Family of Friends

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

City of Character-June Character Trait is RESPECT

CONSENT CALENDAR

1. Approval of minutes of meeting from May 21, 2007

2. Approval of payment of bills

3. Approval Cereal Malt Beverage License
   a. High Plains Pizza, Inc., Pizza Hut #103, 1513 W. Wyatt Earp, Dodge City
   b. High Plains Pizza, Inc., Pizza Hut #104, 110 Frontview, Dodge City
   c. Love’s Travel Stops & Country Stores, Inc., 400 E. Wyatt Earp, Dodge City

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

1. Approval 2007 Street Program. Reported by Ray Slattery, Public Engineer.

NEW BUSINESS

1. Presentation of 14th Street Redesign. Randall Gorton, BHC Rhodes.

2. Approval of Bids for Pruning & Maintenance of Street Trees (Storm Damage Trees). Reported by Paul Lewis, Director of Parks and Recreation
NEW BUSINESS CONTINUED:

3. Approval of Hoover Flooring Bids. Reported by Paul Lewis, Director of Parks and Recreation.

4. Approval of Proposal from Layne-Western to Test Water Wells for Capacity. Reported by Joe Finley, Director of Public Works.

5. Approval of Bids for Mowers. Reported by Mike Klein, Director of Administration/Airport Director

6. Approval of Bids for Slurry Seal. Reported by Mike Klein, Director of Administration/Airport Director.

7. Approval of In Car Police Department Video System. Reported by Mike Klein, Director of Administration/Airport Director.

OTHER BUSINESS
City Manager
Commissioners

ADJOURNMENT
COMMISSION AGENDA
City Commission Meeting
Commission Chambers
May 21, 2007
7:00 p.m.
MEETING NO. 4677

Mayor Kent Smoll called the meeting to order at 7:00 p.m.

Mayor Kent Smoll, Commissioner Jim Lembright, and Commissioner Rick Sowers were present and accounted for. Absent were Commissioner Jim Sherer and Commissioner Terry Lee.

Reverend Gib Botten from Christ the King Lutheran Church read the Invocation.

PLEDGE OF ALLEGIANCE

Joe Finley, Director of Public Works informed the Commissioners that National Public Works Week is May 20—May 26, 2007.

Commissioner Lembright moved to open Public Hearing, seconded by Commissioner Sowers, by unanimous vote. No comments. Commissioner Lembright moved to close Public Hearing, seconded by Commissioner Sowers, by unanimous vote.

VISITORS: Ryan Carpenter, Assistant to the City Manager, stated that there will be a benefit concert for Greensburg on Monday, May 28th, at Dodge City Raceway Park at 6:30 p.m. Riders In The Sky are the performers.

Consent Calendar was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, unanimous vote.
- Minutes of regular meeting on May 7, 2007
- Payment of bills
- Cereal Malt Beverage License for Tianguis Grocery Store, 512 South Second Ave, Dodge City

ORDINANCES & RESOLUTIONS

Ordinance NO 3431—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Ordinance NO 3432—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Ordinance NO 3433—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward (Ross Blvd.) was adopted on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.
Resolution NO. 2007-08-- A Resolution Authorizing the Issuance of Certain Health Care Facilities Refunding and Improvement Revenue Bonds in the Principal Amount Not to Exceed $28,000,000 Pursuant to an Interlocal Cooperation Agreement by and Between the City of Wichita, Kansas, as Issuer, and the City of Dodge City, Kansas, as Participant was adopted on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

UNFINISHED BUSINESS

Mayor Smoll asked the City Manager, Jeff Pederson to update the public on the Smoking Ban. City Manager and the City’s Attorney, Ken Strobel reported.

NEW BUSINESS

OMI Contract was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for purchase of three (3) Utility Vehicles from Kan Equip, Dodge City, for $23,478.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of a Skid Steer from White Star Machinery, Garden City, in the amount of $40,454.13 for the Bobcat A300, Bucket, and Blade and the bid from B & S Trailer Sales, Dodge City, for the Neal Trailer in the amount of $3,750.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of a Forklift from Kansas Fork Lift, Wichita, in the amount of $21,995.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of a Backhoe from Murphy Tractor, Dodge City, in the amount of $69,952.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of a Utility Tractor from Unruh Foster, Inc., Dodge City, in the amount of $40,050.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Bid for the purchase of ¾ Ton 4x4 Pickup, with Snow Prep Package from Frontier Ford, Dodge City in the amount of $20,624.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of One Ton Truck with Utility Box and Tommy Gate Lift from Frontier Ford, Dodge City, in the amount of $41,377.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Bid for the purchase of Crack Sealer Melter from Paving Maintenance Supply, Wichita, in the amount of $33,498.00 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

Approve bid and alternate bid from Arbor Masters for ice storm debris grinding and reduction in the amount of $48,450.00. FEMA will reimburse 75% and State will reimburse 10%, was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.
Bid for installation of suspended ceiling tile at Hoover Pavilion by LR Lee Contracting in the amount of $18,925.00 was approved by a motion by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0.

The 2007 Street Program was tabled by a motion by Commissioner Sowers, seconded by Commissioner Lembright, vote 3-0.

Curfew Ordinance submitted by the Coalition for the Youth of Dodge City was discussed and the suggestion of a Task Force was decided.

OTHER BUSINESS

Motion to Adjourn to Executive Session to discuss Attorney/Client matters at 8:27 p.m. for 60 minutes was approved by a motion by Commissioner Sowers, seconded by Commissioner Lembright. The City Manager, City Attorney, Ryan Carpenter, Dennis Veatch, and Joe Finley were asked to be in attendance at the Executive Session. The meeting reconvened at 9:27 p.m. Motion for adjournment was made by Commissioner Lembright, seconded by Commissioner Sowers, vote 3-0/

ADJOURNMENT
APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June 2007

TO THE GOVERNING BODY OF THE CITY OF Dodge City

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the High Plains Pizza, Inc.

corporation whose principal place of business is

10 West Parkway Blvd.

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 High Plains Pizza, Inc.
corporation with principal place of business at 10 West Parkway Blvd., Liberal, KS.
The resident agent is with offices at.

Said corporation was incorporated on 09-01-66.
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.

See Attached

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

1513 W. Ulysses St.
Dodge City, KS 67801.

(a) The legal description of the premises is East 150
of 52A of SE 1/4 Section 27.
(b) The street number is 1513 W. Ulysses St.
(c) The building is described as
(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:

High Plains Pizza, Inc.

Address: Pizza Hut 403

4. The name and address of the owner or owners of the premises upon which the place of business is located is High Plains Pizza, Inc.

PO Box 253, Liberal, KS 67805.

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 hereafter.

(b) No manager, officer or director or any stockholder owning in the aggregate more than 25% of the stock of the 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: Greg Chaffin

Address:

Residence 2005 Hart Ave, Dodge City

Length of residence within this city or county in which the application is being made: 15 years.

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

Birth.

Date and place of birth: 1-7-25, Liberal, KS.

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

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 for consumption on the premises.

A license fee of $250.00 is enclosed herewith.
I, Amy Hinkle, UP Finance                        

(Title and position with corporation)

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

(Corporate Seal)

High Plains Pizza, Inc.

By ________________________________

Amy Hinkle

Attent:

Amy Hinkle

Signature and official position

Amy Hinkle UP Fin.

STATE OF KANSAS, COUNTY OF Seward, SS.

I, ________________________________, of the

High Plains Pizza, Inc., do solemnly

swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Amy Hinkle

Signature and official position

Amy Hinkle UP Fin.

SUBSCRIBED AND SWORN TO before me this 24th day of May, 2007 A.D.

________________________

(Characters of official administer oath)

My commission expires on the 1st day of September, 2007 A.D.

APPLICATION APPROVED this ___________________________ day of ___________________________ A.D.

By ________________________________

(Official position)

of ___________________________, Kansas.

Recorded in Volume ______________________, at page ______________________.
on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereinafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

Attest:

By _____________________________
Amy Hinkle
Amy Hinkle, O.F.M.
(Secretary of Corporation)

STATE OF KANSAS, COUNTY OF Seward

1. Amy Hinkle, O.F.M., of the High Plains Pizza, Inc., do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Amy Hinkle
Amy Hinkle, O.F.M.
(Secretary of Corporation)

SUBSCRIBED AND SWORN TO before me this 24 day of May A.D. 2007

MINDI A. ORMISTON
NOTARY PUBLIC, STATE OF KANSAS
My commission expires on the 11th day of September A.D. 2007

APPLICATION APPROVED this ___________ day of ____________________________ A.D. ___

By _____________________________
Amy Hinkle
Amy Hinkle, O.F.M.
(Secretary of Corporation)

of Kansas.

Recorded in Volume ____________, at page ____________
APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June 2007

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

or

THE BOARD OF COUNTY COMMISSIONERS OF COUNTY, KANSAS.

GENTLEMEN—On behalf of the High Plains Pizza, Inc.

The corporation whose principal place of business is 7 West Broadway Blvd.

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 High Plains Pizza, Inc.

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 35 percent of corporate stock, and managers of said corporation together with their positions and address, age, date of birth, place of birth, method of acquiring United States citizenship—acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas:

See Attached

3. The premises for which the license is desired are located at 110 Front St NW, Dodge City, KS 67801

(a) The legal description of the premises is Lot 4, Block B, Plat 1, Sub-Div.

(b) The street number is 110 Front St NW

(c) The building is described as Block B, Lot 4 Frame

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: High Plains Pizza, Inc.

4. The name and address of the owner or owners of the premises upon which the place of business is located is High Plains Pizza, Inc.

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:

(i) A felony
(ii) A crime involving moral turpitude

(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 Kansas 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: Greg Champion

Address:

Residence: 2025 Hart Ave., Dodge City

Length of residence within this city or county in which the application is being made: 11 years

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

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, (X).

A license fee of $225.00 is enclosed herewith.
APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

TO THE GOVERNING BODY OF THE CITY OF ____________ KANSAS,

THE BOARD OF COUNTY COMMISSIONERS OF ____________ KANSAS,

GENTLEMEN—On behalf of the _______________,

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 _______________,

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of the 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, and the length of residence in the State of Kansas:

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

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

5. I hereby certify with regard to each of the persons named in number 3 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

   (b) No manager, officer or director or any stockholder owning in the aggregate more than 25 percent of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25 percent of the stock of a corporation which:
      (A) has had a retail'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: _______________
   Address: _______________
   Residence: ____________

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

   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 for consumption on the premises. ( )

A license fee of $_____________ is enclosed herewith.
on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

Attest:

[Signature]
(Secretary of Corporation)

STATE OF KANSAS, COUNTY OF

Executive Vice President - CFO

of the

Love's Travel Stops & Country Stores, Inc

I, Executive Vice President - CFO, do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

[Signature]
(Secretary of Corporation)

My commission expires on the __________ day of __________ A.D. 2007

APPLICATION APPROVED this __________ day of __________ A.D. __________

By ________________________________

(Official position)
of ________________________________

Recorded in Volume ________________ at page ________________
City of Dodge City

Memorandum

To: Jeff Pederson
   City Manager

From: Ray Slattery, P.E.
       City Engineer

Date: May 15, 2007

Subject: Annual Street Program

Below please find my recommendations for the 2007 Street Program. Due to the fact that the City is in the middle of reconstructing and/or designing for reconstruction of several of the City's Arterial Streets, a majority of this year's program will focus on finalizing the funding of these projects. There is a small amount of money allocated on maintaining and/or reconstructing our residential asphalt streets and repair of other streets.

This year's program will basically consist of the following projects; funding the remaining monies needed for Phase II of Wyatt Earp Reconstruction, Additional funds needed for the 14th Ave. Reconstruction Project since the addition of the fifth lane, Construction of 6th Ave. north of Ross Blvd., and Payment to KDOT for the City's share of the North 14th Ave. Reconstruction. The Asphalt Program will consist of Chip Sealing residential streets and Residential Asphalt Street Reconstruction. There will also be some smaller maintenance projects; the Sidewalk Cost Share Program, Sidewalk Repair, Concrete Street Repairs, and Traffic Signal Improvements.

A majority of the funding for this year's projects will need to come from General Obligation Bonds, a small amount will be from the Special Street Fund. See the attached Project Listing/Funding for the exact amounts.

The following is a list of the proposed projects for this year.

1. Wyatt Earp Reconstruction, Phase II $5,000,000
   Although there has been a significant amount of money from KDOT and FHA, there is a shortfall of about $5 million that will be the City's responsibility. This dollar amount should cover all the anticipated costs, i.e. right-of-way acquisition, razing any buildings (if needed), construction, engineering, and contingencies. Attached is an outline of the anticipated costs of Phase II along with the costs of Phase I.
2. **14th Ave. Reconstruction**, Comanche St to US 50  $2,900,000
   This additional money along with what was bonded for in 2005 should cover the anticipated cost of this project. With the addition of the fifth lane additional money was needed.

3. **14th Ave. Reconstruction**, Ross Blvd. to Iron Rd.  $200,000
   This is the City’s share for this project that is a partnership between KDOT which is responsible for 80% and the City and Ford County funding 10% each of the project.

4. **6th Ave. Construction**, Ross Blvd. to Iron Rd.  $1,500,000
   The design for this project has been completed. Construction Easements need to be acquired before this project can be let. This project will connect the residential streets of a new sub-division north of Ross Blvd. to 6th Ave. It will also provide an additional entrance/exit into Legend’s Park. A majority of the project costs will be special assessed to the adjacent property owners. The City will be responsible for additional cost for the extra width and construction with concrete.

5. **2007 ASPHALT STREET SEALING PROGRAM**  $400,000
   This is the 5th year of the Sealing Program. The 2007 phase of the Street Sealing Program will encompass all residential Streets between Comanche St. and US 50 from Avenue A to Avenue P. See the attached map of streets proposed for sealing.

6. **2007 ASPHALT STREET RECONSTRUCTION**  $360,000
   This project consists of reconstructing residential asphalt streets. The process used is removing the existing asphalt pavement and replacing it with 6" of new asphalt pavement over paving fabric and a treated sub-grade. Some curb and gutter will be replaced, if needed, but a majority of the curb and gutter will remain.

   The streets proposed for reconstruction are shown in the following table:

<table>
<thead>
<tr>
<th>Street</th>
<th>From</th>
<th>To</th>
</tr>
</thead>
<tbody>
<tr>
<td>Melencamp Ave.</td>
<td>Country Acres Dr.</td>
<td>North End Park</td>
</tr>
<tr>
<td>Windsong Way</td>
<td>Elbow Bend</td>
<td>Circle Lake Dr.</td>
</tr>
<tr>
<td>Elbow Bend</td>
<td>Circle Lake Dr.</td>
<td>Ave. P</td>
</tr>
</tbody>
</table>

7. **2007 Sidewalk Program**  $50,000
   This money would be split between the Cost Share Program and sidewalk replacement on or near city owned property.
8. Concrete Street Repairs $ 75,000

This money will be allocated for contractor work for concrete street repair around town.

9. TRAFFIC SIGNAL LOOP SIGNAL CAMERA IMPROVEMENTS $ 15,000

The City Electrician will prioritize which intersections around town are in need of updating or major maintenance. It is our goal to install traffic control cameras on at least one intersection a year.

10. 6th Ave. Reconstruction, Phase I; Plains St. to Ross Blvd. $ 385,000

This project would replace the existing asphalt pavement that is starting to fail with concrete from Plains St. to Ross Blvd., adjacent to the new elementary school that is proposed. After Phase I is completed 6th Ave. would be striped as a four lane to handle the higher traffic because of the new school. Next year, Phase II would be constructed, Frontview Rd. to Plains St. Phase I of this project could be delayed until next year and combined with Phase II so that the entire roadway could be reconstructed at the same time. I just think it is important to have this roadway reconstructed before the new school opens, because I believe the construction traffic for the school will cause many maintenance issues for this section of 6th Ave.

**TOTAL** $ 10,885,000

This is my recommendation for the 2007 Street Program. As always, Staff would be happy to make any additions or deletions to the program that you or the commission desire.

For your information, the two Asphalt project are completed and are waiting to be bid as soon as funding is secured. On the City let projects we have given the Contractor a “to be finished” date instead of a “start date”, we are hoping this will result in better bids on our behalf.

If you have any comments or questions, please let me know.
# 2007 STREET PROJECTS

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>$</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wyatt Earp Reconstruction (2\textsuperscript{nd} Ave. to Matt Down Ln.)</td>
<td>$5,000,000</td>
<td>GOB</td>
</tr>
<tr>
<td></td>
<td>$3,750,000</td>
<td>2005 GOB</td>
</tr>
<tr>
<td>14\textsuperscript{th} Ave. Reconstruction (Comanche St. to US 50)</td>
<td>$2,900,000</td>
<td>GOB</td>
</tr>
<tr>
<td></td>
<td>$1,600,000</td>
<td>2005 GOB</td>
</tr>
<tr>
<td>14\textsuperscript{th} Ave. Reconstruction (Ross Blvd. to Iron Rd.)</td>
<td>$200,000</td>
<td>GOB</td>
</tr>
<tr>
<td>6\textsuperscript{th} Ave. Construction (Ross Blvd. to Iron Rd.)</td>
<td>$1,500,000</td>
<td>GOB</td>
</tr>
<tr>
<td>2007 Street Sealing Program</td>
<td>$400,000</td>
<td>GOB</td>
</tr>
<tr>
<td>Sealing Residential Streets (5\textsuperscript{th} Year of a 6-year rotation on Residential Streets)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2007 Asphalt Street Program</td>
<td>$160,000</td>
<td>Special Streets</td>
</tr>
<tr>
<td></td>
<td>$200,000</td>
<td>GOB</td>
</tr>
<tr>
<td>2007 Sidewalk Program</td>
<td>$50,000</td>
<td>Special Streets</td>
</tr>
<tr>
<td>Cost Share Program</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>3\textsuperscript{rd} Ave Sidewalk Repairs</td>
<td>$25,000</td>
<td></td>
</tr>
<tr>
<td>Concrete Street Repairs (6\textsuperscript{th} Ave. &amp; Soule St. Valley Gutter)</td>
<td>$75,000</td>
<td>Special Streets</td>
</tr>
</tbody>
</table>
| Traffic Signal Loop 
& Camera Improvements | $15,000 | Special Streets |

**OPTIONAL PROJECTS**

<table>
<thead>
<tr>
<th>Project</th>
<th>$</th>
<th>FUND</th>
</tr>
</thead>
<tbody>
<tr>
<td>6\textsuperscript{th} Avenue Reconstruction (Ross Blvd. to Plains St.)</td>
<td>$385,000</td>
<td>GOB</td>
</tr>
</tbody>
</table>

**TOTAL**

$16,235,000

*Estimated Project Funds:*

- $10,585,000   GOB (2007)
- $300,000   Special Streets
- $5,350,000   GOB (2005) already funded
**West Wyatt Earp Blvd. Funding & Expenses**

### Secured Funding

<table>
<thead>
<tr>
<th>Source</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006 GOB</td>
<td>$ 3,760,000.00</td>
</tr>
<tr>
<td>HPP Funds</td>
<td>$ 3,500,000.00</td>
</tr>
<tr>
<td>City's HPP Match</td>
<td>$ 875,000.00</td>
</tr>
<tr>
<td>TCSP Funds</td>
<td>$ 800,000.00</td>
</tr>
<tr>
<td>City's TCSP Match</td>
<td>$ 200,000.00</td>
</tr>
<tr>
<td>KDOT - Phase I</td>
<td>$ 300,000.00</td>
</tr>
<tr>
<td>KDOT - Phase I</td>
<td>$ 3,750,000.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$ 13,175,000.00</strong></td>
</tr>
</tbody>
</table>

**NOTE A** - City’s Match is planned for, but not yet secured.

**NOTE B** - Funds from KDOT Phase I
- $ 2,860,000.00 Turn basis Maintenance Payment
- $ 700,000.00 Bridge Replacement Funds
- $ 500,000.00 Funds from Sen. Roberts
- $ 200,000.00 Payment received for Preliminary Engineering

**FUNDING STILL NEEDED:**

<table>
<thead>
<tr>
<th>EXPENSES</th>
<th>$ 16,996,430.97</th>
</tr>
</thead>
<tbody>
<tr>
<td>FUNDS</td>
<td>$ 13,175,000.00</td>
</tr>
</tbody>
</table>

**Total $3,821,430.97 Still Needed**

**City's Match for HPP & TCSP**

**2007 GOB AMOUNT**

$ 5,000,000.00

### Expenses - Phase I

<table>
<thead>
<tr>
<th>Source</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams &amp; Jones</td>
<td>$ 28,857.51</td>
</tr>
<tr>
<td>Dobson Bros.</td>
<td>$ 5,224,305.48</td>
</tr>
<tr>
<td>Change Orders to Date</td>
<td>$ 11,088.51</td>
</tr>
<tr>
<td>Future Change Orders</td>
<td>$ 522,430.55</td>
</tr>
<tr>
<td>G &amp; G Dozer</td>
<td>$ 57,483.00</td>
</tr>
<tr>
<td>LAI</td>
<td>$ 200,278.00</td>
</tr>
<tr>
<td>OCI</td>
<td>$ 4,800.00</td>
</tr>
<tr>
<td>Safety-Kleen</td>
<td>$ 8,880.00</td>
</tr>
<tr>
<td>Terracon</td>
<td>$ 9,600.00</td>
</tr>
<tr>
<td>Railroad Fee</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>RW Acquisition</td>
<td>$ 2,649,466.24</td>
</tr>
<tr>
<td>CF&amp;S</td>
<td>$ 1,232,160.00</td>
</tr>
</tbody>
</table>

**Total $9,950,389.29**

### Expenses - Phase II

<table>
<thead>
<tr>
<th>Source</th>
<th>$ Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adams &amp; Jones</td>
<td>$ 25,000.00</td>
</tr>
<tr>
<td>Contractor</td>
<td>$ 4,250,000.00</td>
</tr>
<tr>
<td>Estimated Change Orders (^2%)</td>
<td>$ 510,000.00</td>
</tr>
<tr>
<td>Demolition</td>
<td>$ 100,000.00</td>
</tr>
<tr>
<td>LAI</td>
<td>$ 150,000.00</td>
</tr>
<tr>
<td>Buried Obstacles</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Railroad Fee</td>
<td>$ 1,000.00</td>
</tr>
<tr>
<td>RW Acquisition</td>
<td>$ 1,250,000.00</td>
</tr>
<tr>
<td>CF&amp;S</td>
<td>$ 260,000.00</td>
</tr>
</tbody>
</table>

**Total $5,551,000.00**

**Total Expenses = $16,501,386.29**

**3% contingencies**

$ 495,041.68

**GRAND TOTAL = $16,996,430.97**
Memorandum

To: City Commissioners  
Jeff Pederson, City Manager  
From: Paul Lewis, Parks & Recreation Director  
Date: May 30, 2007  
Subject: Public Tree Maintenance Bids

Bids were opened on Tuesday, May 29, 2007 for the repair of storm damage to public trees as a result of this past winter’s ice storm. Attached with this memo is a tabulation of the bids received.

This project will clean up dangerous hangers and broken limbs resulting from the winter ice storm. To be qualify for FEMA reimbursement, only trees located on, or overhanging the right of way with broken branches and hangers more than two inches in diameter are eligible for maintenance. Based on an assessment completed by City staff and our FEMA coordinator, there are over 1500 trees meeting that standard. FEMA does not cover general maintenance costs so this project does not include removal of low hanging limbs or routine crown maintenance.

For this project the city was divided into multiple zones and the number of trees requiring maintenance in each zone identified. The bid package asked for separate bids on a per tree basis broken down by zone. We also asked contractors to state the number of days it would take to complete the work in each zone. The purpose for this arrangement was to provide flexibility to allow multiple contractors the opportunity to get involved in the event it was too much work for a single contractor.

The low bid for the work in each of the zones specified was provided by ArborMasters Tree Service out of Wichita. They are a large commercial arborist company specializing in public tree service including storm damage remediation. In our discussions with ArborMasters, they have indicated it is their intent to bring in multiple crews to complete all the work within the time frames they have indicated.

Staff recommends accepting the bid provided by ArborMasters and authorizing staff to execute the contract. The actual cost for this work based on the assessment and the proposed cost per tree is $108,075.50. Because this work is associated with the declared disaster, FEMA will reimburse 75% of the cost to the City and we would also anticipate receiving and additional 10% from the State. Based on those figures, the City’s actual outlay for this work will be approximately $16,211.

If there are any questions, I’ll be happy to answer them or provide additional information if needed.
**Dodge City Parks & Recreation**  
**Public Tree Maintenance**  

**May 29, 2007**

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid Bond</th>
<th>Zone A</th>
<th>Zone B</th>
<th>Zone C,D,E,F</th>
<th>Public Grounds</th>
</tr>
</thead>
<tbody>
<tr>
<td>Arensmen Services Inc.</td>
<td></td>
<td>$149/tree</td>
<td>$98/tree</td>
<td>$95/tree</td>
<td>$125/tree</td>
</tr>
<tr>
<td></td>
<td></td>
<td>40 days</td>
<td>80 days</td>
<td>60 days</td>
<td>30 days</td>
</tr>
<tr>
<td>Arbor Masters</td>
<td>Yes</td>
<td>$79.50/tree</td>
<td>$58/tree</td>
<td>$59/tree</td>
<td>$84.50/tree</td>
</tr>
<tr>
<td></td>
<td></td>
<td>4 days</td>
<td>7 days</td>
<td>6 days</td>
<td>4 days</td>
</tr>
</tbody>
</table>
Memorandum

To: City Commissioners  
Jeff Pederson, City Manager  

From: Paul Lewis, Parks & Recreation Director  

Date: May 30, 2007  

Subject: Hoover Floor Finishing

Bids were opened on Tuesday, May 29th for subcontract work related to the renovation of Hoover Pavilion. Two projects were bid, staining of the new concrete floor and installation of an epoxy floor system in the kitchen and service area. A bid tabulation is attached with this memo.

The concrete staining provides a three color stained surface on the new concrete floor recently installed in the main hall at Hoover. The staining process utilizes acid compounds that react to the concrete resulting in a colored appearance. Different compounds provide different colors. Because it is a stain to the concrete itself, it doesn’t wear off and provides an easily maintained surface.

In the kitchen and service areas we are planning to install an epoxy surface. The existing painted surface will be blasted off and a new epoxy surface that includes quartz silica for slip prevention will be installed. The epoxy is also an extremely durable surface and easy to maintain.

Both surfaces require specialized installation experience and training which limits the number of potential bidders. That, combined with financial issues experienced by another contractor has resulted in only receiving one bid.

Epoxy Coating Specialist out of Kansas City, Ks. provided the sole bid for these two projects. The bid for staining the main hall was $22,795 and $9,950 for the epoxy finish in the kitchen. The original estimate for the staining was $24,000 and the epoxy coating was $11,000.

Funds for this work are available in the CIP and were budgeted as part of the Hoover Renovation project. Staff recommends accepting the bid of Epoxy Coating Specialist in the total amount of $32,745 and authorizing staff to enter into contract for the work.

If there are any questions, I’ll be happy to answer them or provide additional information if necessary.
Dodge City Parks & Recreation  
Hoover Floor Finishing  

May 29, 2007

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Bid 1 – Concrete Staining</th>
<th>Bid 2 – Epoxy Surface</th>
<th>Addendum</th>
<th>Bid Bond</th>
</tr>
</thead>
<tbody>
<tr>
<td>Epoxy Coating Specialist</td>
<td>22,795.00</td>
<td>9,950.00</td>
<td>N/A</td>
<td>Yes</td>
</tr>
</tbody>
</table>
May 30, 2007

TO:    Jeff Pederson, City Manager

FROM: Joseph E. Finley, P.E., Director of Public Works

RE:    Proposal for services for Dodge City Well Field Evaluation

As you know, PEC has been working on rehabilitating several of our wells and also evaluating our future water needs. As a part of their scope they are visiting with the Division of Water Resources (DWR) about relocating some of our water rights and also looking at allowing us to pump more of our water rights based on population growth.

DWR has been very receptive to our suggestions that the City get back approximately 2000 ac-ft of water rights. However, they are concerned whether our current wells can actually pump the amount of water we are requesting. Therefore they have suggested that the City conduct an analysis of our current wells.

The work would consist of

- Provide recommendations to maximize the yield
- Evaluate the need for well rehabilitation or well replacement

This will be accomplished by

- Compiling and evaluating historical pumping data
- Compiling and evaluating historical water level data
- Conduct a well performance field test to determine specific capacity
- Estimate well efficiency
- Recommend maximum pumping rates using collected data

Layne-Western was asked to submit a proposal for this work as they are currently working with us to test drill several wells and rehabilitate others. They have submitted a proposal for $20,300 or approximately $1,692 for each well. Staff would recommend approval of this proposal.

Should you have any questions, please let me know.
May 18, 2007

City of Dodge City
806 2nd Ave
P.O. Box 880
Dodge City, KS 67801

Mr. Joe Finley, P.E.
Director of Public Works

RE: Proposal for Services
    Dodge City Well Field Evaluation

Dear Mr. Finley:

This proposal presents the scope and fee for Layne Christensen Company (Layne) to evaluate the current condition of Dodge City’s (City) water supply well field. The City operates a well field that consists of 12 wells most within the city limits. Given these concerns, Layne proposes conduct a well field evaluation (Study) to address the City’s short term and long term goals for the project, as summarized below:

- Phase I - Short term goals – Evaluate the current operating condition of all wells located within the City’s well field. Specific tasks to be performed include:
  - Provide recommendations to maximize the yield from the well field while also protecting the well pumps.
  - Evaluate the need for well rehabilitation or well replacement.

**Objectives**

The specific objectives of the proposed activities are to evaluate the current status of all wells and provide recommendations to maximize the flow from each well, while also providing recommendations that will be designed to protect the pumps installed in the wells. To complete the objectives, the following tasks are proposed:

1. Compile and evaluate historical pumping data from each well.
2. Compile and evaluate historical water level data from each observation well.
3. Conduct a well performance field tests on each well to determine the current specific capacity of each well. A step rate test will be conducted at each well consisting of four (4) steps lasting one (1) to two (2) hours per step at progressively increasing discharge rates. The pumping water level in the well will be recorded by Layne field personnel using a pressure transducer or electronic water level meter.
4. Estimate well efficiency of each well based on the results of the field testing activities.
5. Use all data collected to recommend maximum pumping rates from each well.

**Phase I - Deliverables**

Once all of the above activities have been completed, all data and analysis will be summarized in a report. The primary objective of the report will be to develop a pumping schedule that can be used by the City to best meet summer water demands. To develop the pumping schedule, Layne will review the following data for each well:

- Available drawdown in the well;
- Depth to the top of screen;
- Depth to the pump intake; and
- Well performance test results.

**Proposal Assumptions:**

General assumptions used to develop the proposal include:

- The City will provide necessary water level and well construction data (water levels from pumping wells, observation wells, and original well construction sheets, etc.).
- One (1) on-site meeting is included in the costs. The purpose of the meeting will be to review the recommended pumping schedule developed by Layne.
- Proposal costs good for 30 days.
- A mutually agreeable subcontract to be negotiated prior to project startup.

**Costs:**

Estimated costs are summarized in the tables below.

<table>
<thead>
<tr>
<th>Task</th>
<th>Estimated Level of Effort</th>
<th>Estimated Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mobilization / Demobilization</td>
<td>1</td>
<td>$1800</td>
</tr>
<tr>
<td>Perform pump testing at each well</td>
<td>$175/hour x 5 hours x 12 wells</td>
<td>$10,500</td>
</tr>
<tr>
<td>Per Diem Rate</td>
<td>$100/hour x 2men x 6 days</td>
<td>$1200</td>
</tr>
<tr>
<td>Testing Material</td>
<td>Layne's equipment</td>
<td>No Charge</td>
</tr>
<tr>
<td>Compile, review, and evaluate historical water level data</td>
<td>12 hrs @ $100/hr</td>
<td>$1200</td>
</tr>
<tr>
<td>Review 12 well performance test</td>
<td>12 hrs @ $100/hr</td>
<td>$1,200</td>
</tr>
<tr>
<td>Estimate well efficiency (12 wells)</td>
<td>12 hrs @ $100/hr</td>
<td>$1,200</td>
</tr>
<tr>
<td>Phase I summary report</td>
<td>32 hrs @ $100/hr</td>
<td>$3,200</td>
</tr>
<tr>
<td>------------------------</td>
<td>------------------</td>
<td>--------</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$ 20,300</strong></td>
</tr>
</tbody>
</table>

Estimated Project Total

$20,300.

Layne appreciates the opportunity to work with you on this important project. If you have any questions or comments on this proposed scope of services, please give me a call at (913) 321-5000 ext. 611.

Note: this proposal will be honored for 30 Days

Accepted by: _______________

Date: _______________

Sincerely,

Jim Seley
Sales Engineer

Luca DeAngelis, P.E., R.G.
Engineer/Hydrogeologist

Enc.
Memorandum

To:    Jeff Pederson, City Manager
       City Commission
From:  Mike Klein, Director of Administration
Date:  Wednesday, May 30, 2007
Subject:  Bids: Mowers & Spray Units
          2007 Budget Fund & Amount
          MERF $ 75,000.00

Bids were received and opened on Tuesday, May 29, 2007, at 2:00 p.m. for mowers and spray units. The mowers consist of 52” mid-mount mower for the Cemetery, 72” mid-mount mower for the Park Dept., triplex mower for the Golf Course, sidewinder/stripping mower for the Athletic Field Maintenance Dept., and portable spray units – 1 each to be utilized by the Park Dept. and the Cemetery respectively.

The bids received are as follows:

52” Mid-Mount Mower, Cemetery

Kan-Equip, Inc., Dodge City, KS  
Land Pride Z52  
$ 5,100.00

Kansas Golf & Turf, McPherson, KS  
Gravely PM 152  
$ 5,434.00

Unruh-Foster, Dodge City, KS  
Hustler Mini Z 24/52  
$ 6,959.00

Kofer Sales, Dodge City, KS  
Grasshopper 227/52  
$ 7,197.00

Moridge Manufacturing, Inc., Moundridge, KS  
Grasshopper 227/52  
$ 7,542.00

Based on the bids received, Staff would recommend to accept the bid from Kan-Equip, Inc., of Dodge City, KS, for a total bid price of $5,100.00.

72” Mid-Mount Mower, Park Dept.

Kofer Sales, Dodge City, KS  
Grasshopper 428D/72  
$ 10,997.00

Moridge Manufacturing, Inc., Moundridge, KS  
Grasshopper 428D/72  
$ 11,455.00
Kansas Golf & Turf, McPherson, KS
Gravely PM272 $11,598.00

Unruh-Foster, Dodge City, KS
John Deere 997 $12,214.00

Based on the bids received, Staff would recommend to accept the bid from Kofer Sales, of Dodge City, KS, for a total bid price of $10,997.00.

Tri Plex Mower, Golf Course

Kansas Golf & Turf, McPherson, KS $18,737.00
Jacobsen G-PLEX3
Less Trade In 800.00
(Toro GM 3000 w/3328 hours)

Total Bid $17,937.00

Sidewinder/Striping Mower, Athletic Field Maintenance

Kansas Golf & Turf, McPherson, KS $25,900.00
Jacobsen AR3
Less Trade In 800.00
(Toro 2600D w/2179 hours)

Total Bid $25,100.00

Based on the bids received, Staff would recommend to accept the bids from Kansas Golf and Turf., of McPherson, KS, for the Tri Plex Mower for a total bid price of $17,937.00, and also the Sidewinder/Striping Mower for a total bid price of $25,100.00.

Portable Spray Units, 1 each for the Park Dept. & Cemetery respectively

Kansas Golf & Turf, McPherson, KS $6,995.00 each
Skid Spray Unit B&B

Total Bid $13,990.00

Superior Industries, Inc., Superior, NE $7,960.00 each
Skid Spray Unit LP100-BB-C

Total Bid $15,920.00

Based on the bids received, Staff would recommend to accept the bid from Kansas Golf & Turf., of McPherson, KS, for a total bid price of $13,990.00.

Total Expenditure $73,124.00
MERF Funds Available $75,000.00

$1,876.00 Under Budget

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

To: Jeff Pederson, City Manager
City Commission

CC: Mike Rottinghaus, FAA
Dave Hadel, Burns & McDonell
Airport Advisory Board Members

From: Mike Klein, Airport Manager

Date: Wednesday, May 30, 2007

Subject: Bids, Slurry Seal Runway 14-32 & 2-20, Lighting Rehabilitation and PAPI’s Runway 2-20

The Dodge City Regional Airport received notification from the Federal Aviation Administration to proceed with advertising and the bidding process for the Slurry Seal of Runways 14-32 and 2-20, new lighting system and Precision Approach Path Indicators (PAPI’s) for Runway 2-20. Bids were received and opened on May 1, 2007.

The bid received is as follows:

**SLURRY SEALING RUNWAY 14-32 & 2-20**

Maxwell Asphalt, Inc.
Littleton, CO.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$396,492.73</td>
</tr>
</tbody>
</table>

**Vance Brothers, Inc.**
Kansas City, MO.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$555,543.45</td>
</tr>
</tbody>
</table>

**Musselman & Hall Contractors, LLC**
Kansas City, MO.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Bid</td>
<td>$669,191.87</td>
</tr>
</tbody>
</table>

**LIGHTING IMPROVEMENTS FOR RUNWAY 2-20**

Base Bid 2, new runway lighting system
Bid Alternate 2A, PAPI’s

**Kayton Electric, Inc.**
Holdrege, NE.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid 2</td>
<td>$183,850.00</td>
</tr>
<tr>
<td>Bid Alternate 2A</td>
<td>$137,487.00</td>
</tr>
<tr>
<td>Total Bid</td>
<td>$321,337.00</td>
</tr>
</tbody>
</table>

**3G Electric, Inc.**
Garden City, KS.

<table>
<thead>
<tr>
<th>Description</th>
<th>Total Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Base Bid 2</td>
<td>$194,650.00</td>
</tr>
<tr>
<td>Bid Alternate 2A</td>
<td>$139,437.00</td>
</tr>
<tr>
<td>Total Bid</td>
<td>$334,087.00</td>
</tr>
</tbody>
</table>
Burns & McDonnell, Airport Consultant Engineer estimated cost of construction is as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>SLURRY SEALING RUNWAY 14-32 &amp; 2-20</td>
<td>$828,049.69</td>
</tr>
<tr>
<td>LIGHTING IMPROVEMENTS FOR RUNWAY 2-20</td>
<td>$322,990.50</td>
</tr>
</tbody>
</table>

Total Engineers Estimate $1,151,040.19

As per FAA requirements, Burns & McDonnell has tabulated and reviewed the bid for compliance as established in the project specifications manual. All unit prices were verified and no irregularities were discovered. However, the apparent low bidder, Maxwell Asphalt, Inc. did not provide any DBE participation with their bid. Vance Brothers, Inc. and Musselman & Hall Contractors were able to provide 25% and 21% respectively exceeding the project goal of 4%.

Maxwell Asphalt, Inc. is the apparent low Bidder. However, it is our opinion that they did not meet the "Good Faith Effort" criteria identified in Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts). As a result, Burns & McDonnell's recommendation is for the acceptance of the second low Bidder, Vance Brothers Inc. for the proposed and tabulated confirmed value of $555,543.45 for Base Bid 1. Documentation is attached for your review.

Based on the bids received it is Burns & McDonnell and airport staff’s recommendation to accept the bid from Vance Brothers, Inc. of Kansas City, MO. for a Total Bid $555,543.45 for the slurry sealing of Runways 14-32 / 2-20 and to accept the bid from Kayton Electric, Inc. of Holdrege, NE. for a total bid of Total Bid $321,337.00 for lighting improvements for Runway 2-20.

Attached for your review and ratification is the Construction Services Agreement with Burns and McDonnell for slurry seal of Runways 14-32 & 2-20 and lighting improvements for Runway 2-20 for a total lump sum of $124,627.00. This agreement is included in the FAA Grant application.

Total project cost which includes, Engineering / Design, Construction and Construction Services is $1,093,416.00. 95% FAA funded $1,038,745.00 and 5% local match $54,671.00. Funds are available for the City match from the CIP fund.

A preconstruction meeting is tentatively set for June 20, 2007 and an estimated starting date of June 26, 2007.

Upon City Commission approval, documentation will be forwarded to FAA for completion of the grant offer. Contracts will not be signed until the grant offer is received. If you have any questions or need additional information, please contact my office.
May 17, 2007

Mr. Mike Klein  
Airport Manager  
806 Second Avenue  
Dodge City, Kansas 67801

Engineer’s Recommendation for Airfield Improvements for Slurry Sealing for Runway 2-20 and Runway 14-32 and Lighting Improvements for Runway 2-20 at Dodge City Regional Airport  
AIP No. 3-20-0017-19  
B&McD No. 44804

Dear Mr. Klein:

Burns & McDonnell has tabulated and reviewed the bids received for the Slurry Sealing for Runway 2-20 and Runway 14-32 project. Table A provides a summary of the bid analysis. A detailed tabulation summary is attached herein.

<table>
<thead>
<tr>
<th>Bidders/Engineer</th>
<th>Bid Options</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Burns &amp; McDonnell</strong></td>
<td>$828,049.69</td>
</tr>
<tr>
<td>Maxwell Asphalt, Inc.</td>
<td>$396,492.73</td>
</tr>
<tr>
<td>Vance Brothers, Inc.</td>
<td>$555,543.45</td>
</tr>
<tr>
<td>Musselman &amp; Contractors, LLC.</td>
<td>$669,191.87</td>
</tr>
</tbody>
</table>

There were no discrepancies between any of the tabulated bid values and the submitted bid values. As a part of our bid review process, Burns & McDonnell performed several tasks to verify the validity of each proposal. Details of these evaluations are described herein as follows:

Bid Tabulation: All Bidders proposal values match the tabulated values calculated by the engineer.

DBE Participation: The apparent low bidder, Maxwell Asphalt, Inc. (MAI), did not provide any DBE participation with their Bid. However, Vance Brothers, Inc. and Musselman & Hall Contractors, LLC were able to provide 25% and 21% respectively. Both exceeded the project goal of 4%. 
MAI’s proposal included a list of DBE’s that were contacted by facsimile. Subsequent information provided confirmation of the time and date of each one-page request sent to their list of DBE’s. This information was received after the bid opening. In addition, Burns & McDonnell performed a review of Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts), paragraphs IV and V and compared the information provided by MAI. Our review evaluated the following:

Paragraph IV.A: Soliciting through all reasonable and available means (e.g. attendance at the pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

_BMsD Opinion:_ MAI did not attend the prebid meeting. MAI did initiate contact of potential DBEs as evidenced from the information provided in their Bid and the subsequent confirmation of records forwarded to Burns & McDonnell. However, MAI did not provide any additional information supporting steps performed to follow up the initial solicitations.

Paragraph IV.B: Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.

_BMsD Opinion:_ MAI’s facsimile letter dated April 18, 2007 identifies a break out of work intended for DBEs. This effort has been satisfactorily achieved.

Paragraph IV.C: Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.

_BMsD Opinion:_ The information provided by MAI to potential DBEs was sent in a timely manner. However, specific details and requirements of the items were not defined. In all fairness, this could have been provided to the DBEs when they responded to MAI as being interested in the work items identified.

Paragraph IV.E: Effectively using the services of available minority/women community organizations; minority/women contractors’ groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

_BMsD Opinion:_ Through conversations with MAI it was understood that they had contacted the Kansas Department of Transportation (KDOT) in seeking DBE participation. However, they were not able to access the KDOT on-line information. However, no written documentation was provided to Burns & McDonnell to confirm these efforts.
Mr. Mike Klein  
May 17, 2007  
Page 3

Paragraph V: In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. 

BMcD Opinion: The apparent low Bidder did not meet the DBE requirement established for this project. Both of the other Bidders exceeded the established goal.

In review of all of the information considered, Maxwell Asphalt, Inc. is the apparent low Bidder. However, it is our opinion that they did not meet the “Good Faith Effort” criteria identified in Appendix A of 49 CFR Part 26 (Guidance Concerning Good Faith Efforts). As a result, Burns & McDonnell’s recommendation is for the acceptance of the second low Bidder, Vance Brothers Inc. for the proposed and tabulated confirmed value of $555,543.45 for Base Bid 1.

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-822-3378.

Sincerely,

[Signature]

David G. Hadel, P.E.  
Project Manager

cnc

cc   M. Rottinghaus, FAA  
J. Wall, BMcD  
J. DeHart, BMcD

44804 eng bid recomend 5-16-07
May 17, 2007

Mr. Mike Klein
Airport Manager
806 Second Avenue
Dodge City, Kansas 67801

Engineer’s Recommendation for Airfield Improvements for Slurry Sealing for Runway 2-20 and Runway 14-32 and Lighting Improvements for Runway 2-20 at Dodge City Regional Airport
AIP No. 3-20-0017-19
B&McD No. 44804

Dear Mr. Klein:

Burns & McDonnell has tabulated and reviewed the bids received for the Lighting Improvements for Runway 2-20 project. Table A provides a summary of the bid analysis. A detailed tabulation summary is attached herein.

<table>
<thead>
<tr>
<th>Bidders/Engineer</th>
<th>Base Bid</th>
<th>Bid Alternate 2A</th>
<th>Base Bid &amp; Bid Alternate 2A</th>
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<td>Kayton Electric, Inc.</td>
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<td>3G Electric, Inc.</td>
<td>$194,650.00</td>
<td>$139,437.00</td>
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As a part of our bid review process, Burns & McDonnell performed several tasks to verify the validity of each proposal. Details of these evaluations are described herein:

Bid Tabulation: All Bidders proposal values match the tabulated values calculated by the engineer.

DBE Participation: There was no DBE requirement for this project. However, the apparent low Bidder, Kayton Electric, Inc. (KEI), stated they will be providing 4.2% participation. The bid of 3G Electric did not include any DBE participation.

Telephone Interview: Burns & McDonnell contacted KEI regarding elements of their Bid. Burns & McDonnell received confirmation from KEI that they agreed with the values established in their proposal, agreed with the items discussed regarding the FAAs 90% review comments and acknowledge their acceptance of the calendar day contract requirements.
Mr. Mike Klein  
May 17, 2007  
Page 2  

Based on the information obtained and discussions with the apparent low Bidder, Burns & McDonnell’s recommendation is for the acceptance of Kayton Electric, Inc. for the proposed and tabulated confirmed value of $321,337.00 for Base Bid 2 and Bid Alternate 2A.

I trust this information is sufficient for your purposes. If you should have any additional questions or comments regarding this information, please contact me at 816-822-3378.

Sincerely,

[Signature]

David G. Hadel, P.E.  
Project Manager

cce M. Rottinghaus, FAA  
J. Wall, BMcD  
P. O’Gorman, BMcD  
J. DeHart, BMcD

44804 eng bid recomend 5-16-07 RWY 2-20 MIRLs
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**TOTAL COST OF WORK**

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**NOTES**

- All bids will be sealed and opened at 10:00 a.m. on the specified date.
- Bids will be opened in the presence of at least three potential contractors.
- The contract price is subject to change based on the materials and labor costs at the time of award.
- Payment will be made according to the terms specified in the contract documents.

**PROVIDED BY**

- Project Manager: James Smith
- Office: 555-123-4567
- Email: james.smith@company.com

**MARKED FOR**

- John Doe
- Jane Doe
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**TOTAL COST OF BID ALTERNATIVE**

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**Description of Work**

1. Electrical Installation
2. Fan Control
3. Access to Air Conditioning
4. Equipment Dock
5. Unit Cost
6. Total Cost
7. Total Cost
8. Total Cost
9. Total Cost
10. Total Cost
11. Total Cost
12. Total Cost
13. Total Cost
14. Total Cost
15. Total Cost
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17. Total Cost
18. Total Cost
19. Total Cost
20. Total Cost

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**Notes on Specifications**

- Spec. No. 44804
- Bids Due: December 31, 2004
- Project No. 320-0017-1.2
- Base Bid: Exhibit Interior Runway Lights for Runway 2-20
- Tender 10-30-04
- Dodge City Regional Airport
- Table of Bids

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**Additional Notes**

- Item 1: Electrical Installation
- Item 2: Fan Control
- Item 3: Access to Air Conditioning
- Item 4: Equipment Dock
- Item 5: Unit Cost
- Item 6: Total Cost
- Item 7: Total Cost
- Item 8: Total Cost
- Item 9: Total Cost
- Item 10: Total Cost
- Item 11: Total Cost
- Item 12: Total Cost
- Item 13: Total Cost
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- Item 19: Total Cost
- Item 20: Total Cost
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**PROJECT NO:** APD 00 3-2000L-19
**BID ALTERNATE 2: PRECISION APPROACH PATH INDICATOR**
AIRPORT IMPROVEMENTS
DODGE CITY, KANSAS
DODGE CITY REGIONAL AIRPORT

**TABLE OF BIDS**

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**BIDS & MODIFICATIONS**

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May 1, 2007
Burns & McDonnell No. 4407

PROJECT NO: 1-2000-03

SUMMARY OF BASE BIDS AND BID ALTERNATIVES

DODGE CITY, KANSAS
DODGE CITY REGIONAL AIRPORT

TABLE OF BIDS
AUTHORIZATION NO. 2
FOR CONSTRUCTION PHASE SERVICES
FOR
SLURRY SEAL RUNWAYS 2-20 AND 14-32 AND LIGHTING IMPROVEMENTS
FOR RUNWAY 2-20
AT DODGE CITY REGIONAL AIRPORT
AIP Project No. 3-20-0017-19

In accordance with SECTION 2 -- SCOPE OF PROJECT of the Agreement for Professional Engineering Services dated February 19, 2007, by and between CITY OF DODGE CITY, KANSAS, (SPONSOR) and BURNS & MCDONNELL, (CONSULTANT), the following improvement project “Slurry Seal Runways 2-20 and 14-32 and Lighting Improvements for Runway 2-20 at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Slurry Seal Runways 2-20 and 14-32 and Lighting Improvements for Runway 2-20 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 defined 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. Attendees for the CONSULTANT will include the Project Manager, Project Civil Engineer, Project Electrical Engineer and Resident Representative.
   
   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 both projects within the same 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 construction observation services as follows:

Construction Phase 1 -- Slurry Seal and install temporary pavement markings for Runway 14-32. The duration is 19 calendar days. As a result, the CONSULTANT will provide construction observation services for fifteen (15) calendar days for twelve (12) hours per day for a total of 180 hours.

Construction Phase 2 -- Slurry Seal Runway 2-20, install MIRLs and PAPIs for Runway 2-20. The duration is 66 calendar days. As a result, the CONSULTANT will provide part time construction observation services as based on the slurry scaling and lighting contractor’s schedules. For the purposes of this Authorization, it is assumed that part time construction observations will needed for an estimated twenty (20) calendar days for ten (10) hours per day for a total of 200 hours.

Construction Phase 3 -- Application of final pavement marking for Runways 2-20 and 14-32. The duration is 15 calendar days. As a result, the CONSULTANT will provide part time construction observation services for ten (10) calendar days for ten (10) hours per day for a total of 100 hours.

The total construction observation hours estimated for Phases 1, 2 and 3 shall not exceed 480 hours without the approval of the SPONSOR. In the event the Contractor elects to work more than the estimated hours per day, the Resident Project Representative will remain on site as needed to observe the work being performed. The additional hours utilized for these observations will be deducted from the established 480 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 visit is estimated to be no more than twelve hours per day per trip. A maximum of one trip for this effort is 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, and Project Electrical Engineer, 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. Final Project Walk Through. The Resident Project Representative, Project Manager, Project Civil Engineer 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-1610 Development Project Closeout.

o. Provide periodic site visits from the Project Manager or other Project Team Member (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 for items B.1.a thru p except for m and n herein, shall be made by Method B – Cost Plus a Fixed Payment (profit) according to SECTION VII – PAYMENTS TO CONSULTANT, paragraph A.2, which outlines compensation on a Cost Plus a Fixed Payment (profit) basis.
   2. Compensation of the Scope of Work for items for items B.1.m, n and q herein shall be made by Method A – Fixed Lump Sum Payment according to ARTICLE VII- PAYMENTS TO CONSULTANT, paragraph A, which outlines compensation on a fixed lump sum basis.

E. AMOUNT OF COMPENSATION:
   1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 2, per the terms and conditions set forth in the Agreement, as indicated in Table A.

   | TABLE A |
   | SCHEDULE OF FEES FOR CONSTRUCTION SERVICES |
   | Construction Services (Items B.1.a thru p except for m and n) | $116,442. |
   | Construction Services (Items B.1.m, n and q) | $8,185. |
   | Total Cost of Construction Phase Services | $124,627. |

F. ESTIMATED TIME OF COMPLETION:
   1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 2, 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.

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BURNS & McDONNELL ENGINEERING COMPANY, INC

By [Signature] 5/30/07
David G. Hadel, P.E.
Director of General Aviation Services

CITY OF DODGE CITY, KANSAS

By __________________________
Mayor

By __________________________
Michael Klein
Director of Administration/
Airport Manager

ATTEST:

By __________________________
City Clerk
ELEMENT 1:

DERIVATION OF CONSULTANT PROJECT COSTS
CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)
Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services
Dodge City Regional Airport
2007 Construction: Slurry Seal & Lighting/PAPIs
BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
May 21, 2007

1 DIRECT SALARY COSTS:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
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Total Direct Salary Costs = $28,125.69

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42% = $48,494.31

3 SUBTOTAL:

Items 1 and 2 = $76,620.00

4 PROFIT:

10.00% of Item 3 Subtotal = $7,662.00

Subtotal $84,282.01 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office) 5,550.56 Miles @ $0.445 / Mile = $2,470.00
b. Transport. (field) 3.50 Months @ $1,745.63 / Mo. = $6,109.72
c. Motel (office) 10.00 Nights @ $75.00 / Night = $750.00
d. Motel (field) 54.00 Nights @ $75.00 / Night = $4,050.00
e. Meals 68.00 Days @ $30.00 / Day = $2,040.00
f. Computer CADD 8.00 Hours @ $7.00 / Hour = $56.00
g. Computer Eng. 885.00 Hours @ $3.50 / Hour = $3,097.50
h. Materials and Supplies = $1,572.00

Total Out-of-Pocket Expenses = $22,159.74

6 SUBCONTRACT COSTS:

a. Surveyor = $3,500.00
b. Geotechnical Engineer = $6,500.00
c. Name of firm: type of work
   = $10,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $116,441.75

CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)
DERIVATION OF CONSULTANT PROJECT COSTS
PROJECT CLOSEOUT TASKS (ACE-1610)
Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services
Dodge City Regional Airport
2007 Construction: Slurry Seal & Lighting/PAPIs
BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
May 21, 2007

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2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42% = $4,372.07

3 SUBTOTAL:

Items 1 and 2 = $6,907.78

4 PROFIT:

10.00% of Item 3 Subtotal = $690.78

Subtotal $7,598.56

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office) 0.00 Miles @ $0.445 / Mile = $0.00
b. Transport, (field) 0.00 Months @ $1,745.63 / Mo. = $0.00
c. Motel (office) 0.00 Nights @ $75.00 / Night= $0.00
d. Motel (field) 0.00 Nights @ $75.00 / Night= $0.00
e. Meals 0.00 Days @ $30.00 / Day = $0.00
f. Computer CADD 20.00 Hours @ $7.00 / Hour = $140.00
g. Computer Eng. 65.00 Hours @ $3.50 / Hour = $227.50
h. Materials and Supplies $166.00

Total Out-of-Pocket Expenses = $586.85

6 SUBCONTRACT COSTS:

a. Surveyor = $0.00
b. Geotechnical Engineer = $0.00
c. Name of firm: type of work = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $8,185.41
DERIVATION OF CONSULTANT PROJECT COSTS
SUMMARY OF COSTS
Slurry Seal Runways 2-20 & 14-32 & Lighting Improvements for Runway 2-20 - Office/Field Services
Dodge City Regional Airport
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BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
May 21, 2007

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2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 172.42% = $52,866.39

3 SUBTOTAL:

Items 1 and 2 = $83,527.79

4 PROFIT:

10.00% % of Item 3 Subtotal = $8,352.78

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office) 550.56 Miles @ $0.445 / Mile = $2,470.00
b. Transport. (field) 3.50 Months @ $1,745.63 / Mo. = $6,100.72
c. Motel (office) 10.00 Nights @ $75.00 / Night = $750.00
d. Motel (field) 54.00 Nights @ $75.00 / Night = $4,050.00
e. Meals 68.00 Days @ $30.00 / Day = $2,040.00
f. Computer CADD 28.00 Hours @ $7.00 / Hour = $196.00
g. Computer Eng. 950.00 Hours @ $3.50 / Hour = $3,325.00
h. Materials and Supplies = 1738.00

Total Out-of-Pocket Expenses = $22,746.59

6 SUBCONTRACT COSTS:

a. Surveyor = $3,500.00
b. Geotechnical Engineer = $6,500.00
c. Name of firm: type of work = $0.00

= $10,000.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $124,627.16

SUMMARY
Memorandum

To: City Commission
Jeff Pederson, City Manager

From: Mike Klein, Director of Administration

Date: Wednesday, May 30, 2007

Subject: Police Dept. In Car Digital Video Recording System
Budget Fund & Amount
2007 CIP $90,000.00

Four bids were received and opened on Tuesday, May 29, 2007, at 2:00 p.m. for an In Car Digital Video Recording System to be utilized by the Dodge City Police Dept. The new video system consists of:

14 Flash Drive In Car Digital Video Recording Units
Server
Software
Wireless Access System
DVD Backup/Archiving System
Power Backup
Software Configuration and Training

The Digital In Car Video Recording System automatically transfers the data from the patrol unit to the storage and management system. The data is stored in the hard drive for 90 to 180 days depending on the incident before being copied to a DVD for permanent storage. Class 1 & 2 incidents will be available online for a period of 90 days. Class 3 (DUI, arrest, vehicle searches) and above will be stored for 180 days. The system will automatically copy files to a DVD making them available long after they have been purged from the online storage.

Installation of the new system will be completed by our IT Dept. and Police Dept. personnel.

The new system will be replacing 14 Mobile Vision VHS Tape Recording System, which is approximately 10 years old.

The bids received are as follows:

Police Dept. In Car Digital Video Recording System

Integrain, Inc., Morrisville, NC

Total Bid $90,754.00
LCOP Digital, Inc., Lenexa KS

Total Bid $92,320.79

L3 Communications, Boonton, NJ

Total Bid $97,023.98

Radio North, Traverse City, MI

Total Bid $116,839.98

The two low bids do not meet specifications. They use a removable hard drive from the patrol units to transfer data to a storage system. L3 Communications meets the specifications, which includes the flash drive requirements.

Based on the bids received, Staff would recommend accepting the bid from L3 Communications, Boonton, NJ, for a total bid of $97,023.98. This purchase is $7,023.98 over budget. Documentation is attached for your review.

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

MK/bjs

cc: John Ball, Chief of Police
    Ryan T. Reid, IT Administrator
May 30, 2007

To: Mike Klein

From: John K. Ball

RE: Digital Video Bids

I have reviewed the four bids received for the in car digital video systems. After review of the bids and discussions with Ryan Reid it is my recommendation that the city accept the bid from L3 Solutions. L3 Solutions provided the only system to meet all specifications listed on the RFP. One of the main reasons for the specifications listed was to insure a system that emphasized a wireless network that required less officer interaction with the system to transfer the digital video from the vehicle to the server. The two bids that did come in lower than that of L3 Solutions rely on removable hard drives. As these systems will be required to be in operation constantly, the possibility for damage to and/or failure of this type of system is greatly increased. This is a situation we cannot allow.

In car video systems are a necessity for the Police Department. The resulting archived video provides evidence for court, review of officer actions, and protection from lawsuit. The current racial profiling statute allows individuals to file a complaint with the state up to 180 days from the time of occurrence. We do not currently have the ability to retain video that long unless the tape is saved as evidence. The L3 Solutions system recommended has a larger server and provides us with the ability to archive video much longer before saving it to DVD.

The final bid received was much higher and not considered. I am aware that the L3 Solutions bid is $7,000 over funds budgeted for this project. If it is not an option to cover the overage from the CIP budget it would be possible to provide that amount from the Police Department budget.

John K. Ball
Chief of Police
Memo

To: Mike Klein, John Ball
From: R.T. Reid
CC:
Date: May 30, 2007
Re: In Car Digital Video Bids

I have reviewed the four bid responses. The two low bids (Icop for $92,320.79 and Integrian for $90,754) do not meet the specifications put forth in the RFP due to their reliance upon rugged removable hard drives. Hard drives have more moving parts and are more prone to breakage and data loss than are flash drives.

L3 ($97,023.98) meets specs (including the flash drive requirement) and seems to have a proposal that emphasizes automation and de-emphasizes human interaction—which are elements that are very important for this project. I believe that our in house I.T. department can set up the wireless network that the L3 solution uses but arrangements will need to be made to install the cameras and transmitter in the vehicles (I do not believe L3 does either for the base bid price).

The final bider was Radio North ($116,839.98). They appear to meet specs but their bid was the highest; L3 appears to do more for us for less.

RTR
Detailed System Description

The Flashback in-car digital video recording system used in conjunction with L-3 Mobile-Vision’s Digital Evidence Pro solution provides a powerful digital video evidence collection program. Digital video is recorded, automatically transferred, easily retrieved, viewed and managed, while maintaining chain of custody.

Storage, management and archiving of the video are accommodated through a dedicated server on the agency’s network. Access to digital video files is through any standard PC attached to the existing police department LAN. The search and retrieval of video is based on key data (officer, date, location, incident class, etc.).

System Architecture

The diagram below illustrates a total L-3 Mobile-Vision in-car and substation solution. Variations in configuration are described in the text that follows.
The L-3 Mobile-Vision solution consists of five primary elements:

A. Flashback In-Car Digital Video Recording System
B. File Transfer Systems
C. Storage & Management Server with Digital Evidence Pro or Digital Evidence Tracker Application Software
D. DVD Backup Station with Robot
E. Agency LAN Connected PCs (Viewing Stations)

Functionally, these components work together to optimize the capture, storage, management, retrieval and distribution of law enforcement video evidence.

A. The In-Car Digital Video Recording System

The L-3 Mobile-Vision Flashback in-car Digital Video Recorder (DVR) automatically records each incident (video, audio and metadata) with superior quality and accuracy. The RECORD mode can be activated manually or automatically by the wireless microphone, light bar, siren, vehicle speed or from two auxiliary inputs. For maximum reliability, the standard Flashback DVR records to solid-state compact flash memory. With no moving parts, the Flashback DVR is able to sustain shock, vibration, and temperature extremes well beyond the capabilities of other in-car digital systems. The compact flash memory also contributes to Flashback’s compact size and extremely low power requirements.

For agencies that require extensive in-car file storage capability the Flashback DVR is also available with an 80 GB Extended Storage Unit (ESU). This consists of a lock-secured hardened hard drive.

Small enough to mount in a police console, the Flashback DVR puts all operating controls conveniently at the operator’s finger tips.

The Flashback DVR provides: programmable pre-event recording, the ability to simultaneously record two video and three audio inputs, built-in GPS, built-in 802.11 a/g LAN, and automatic power-on, power-off and file transfer. The DVR consumes up to 80% less power than other in-car systems.
The Flashback in-car system uses a forward facing color camera with 12x optical zoom and 12x digital zoom for a total zoom capability of 144x. This camera has a 1-lux sensitivity rating, which can be increased to 0.03 lux with the Nite-Watch feature, making it optimal for nighttime surveillance.

Each system is equipped with L-3 Mobile-Vision's patented VoiceLink Plus, 900 MHz digital spread spectrum, wireless microphone. This is a fully automatic device that will turn itself on whenever the DVR is recording and turn off when the DVR stops recording. An in-car microphone is also provided. The Flashback DVR can accommodate one additional VoiceLink Plus wireless microphone for vehicles that carry two officers.

A universal monitor console with flexible mounting options is available. The console includes a 3.5-inch color LCD monitor, a speaker with adjustable volume and backlit, operational controls that duplicate the front panel controls of the Flashback DVR. This integrated design allows the DVR to be mounted in remote locations.

Also included is an internal GPS receiver, which provides location, speed and sets all DVR clocks to the worldwide GPS system.

An **optional** rear camera is available for recording the backseat area. It has a wide-angle lens and its own infrared illumination source to allow it to record in total darkness, and an internal microphone for recording conversations within the vehicle. The rear camera records in color during the day and in black and white at night.

An important feature of the Flashback in-car system is the ability to designate an incident classification immediately after the incident is concluded. This classification (or priority level) is passed to the server where definable operational rules allow for the automated processing and categorization of specific classes of incidents (e.g. DUI, Domestic, Accident, etc.).
B. File Transfer

The file transfer system provides a means of transferring digital video files in the DVR's compact flash memory to the server [C]. For agencies with larger volumes of vehicles, the recommended method of transfer is wireless because it streamlines the collection of digital video evidence. Through this method, video is automatically collected, transferred and stored while maintaining chain of custody. For convenience, the Flashback DVR provides three methods to transfer files:

**Wireless**

Each Flashback system comes complete with an internal 802.11a/g wireless LAN and antenna. To accommodate wireless transfer, one or more "hot spots" need to be provided in the vicinity of the area in which cars will park. A hot spot consists of an 802.11a/g wireless access point with suitable antenna.

Once the system is in place, wireless transfer of digital video files takes place automatically each time a Flashback equipped vehicle is in the vicinity of a hot spot. After the files have been transferred from the car to the server they are verified for accuracy and then automatically deleted from the DVR.

Typically each recorded incident can be transferred in approximately two minutes. This is a completely hands-free, secure operation designed to protect the integrity of your digital video evidence. There are no lost video files or compromises in procedures. Significant man-hours are saved compared to manually transferring and storing hard drives, tapes or DVDs.

**Ethernet**

The Flashback DVR provides an Ethernet connector through which files can be transferred. This process requires a wired Ethernet connection, which provides fast, secure transfer.

**Manual**

Video evidence files can also be directly transferred to the capture station by manually inserting the DVR's compact flash memory into a flash card reader.

**Extended Storage Unit**

Any of the above methods can be used when using the ESU. However, most users will find that removing the secured hard drive from the Flashback DVR will be most convenient.
C. Storage & Management Server

The storage & management server stores digital video and metadata files and controls the process by which the digital video data files are transferred, managed and distributed. It receives the uploaded files and stores them on redundant RAID (redundant array of independent disks) storage for a predetermined length of time and concurrently creates a backup on DVD.

The back-end consists of an application/distribution server and mass storage in RAID 5 configuration; these are networked to both the transfer system [B] and the agency LAN [E].

L-3 Mobile-Vision employs a multi-tiered, storage architecture. The first tier leverages the efficiency and accessibility of short-term RAID, while the second tier utilizes cost-effective, long-term DVD storage. Digital video files reside on the system’s RAID for a predetermined period of time allowing for review time to tag video files of interest. Tagging can be accomplished at the conclusion of an incident (in the car) or after the fact through the desktop PC. The files migrate on and off the RAID in accordance with pre-established rules and all tagged files remain until they are no longer needed. Files that have not been tagged “roll off” the RAID system over time. If an “after the fact” determination requires video already rolled off RAID to be reviewed, it can be reloaded from the DVD for renewed access.

Search and Access of Video
To access video, the user logs onto the agency’s viewing stations [E] (or any other LAN connected PC) and simply searches for an incident by key metadata (officer’s name, date, time or other relevant data). Simple, embedded application functions include: view (play, FF, RW, pause), video clipping, disclosure file creation, tag as video of interest (extends the RAID life); add comments, request output copy, add attachments, etc.
Case File Management
Digital Evidence Pro has a unique case management module that allows for the creation and management of judicial case files. As with all aspects of this system this is a simple point and click operation. Multiple digital video files (and other rich media) can be added to a case file (e.g. the in-car chase the, subsequent interviews, crime scene digital photos, the digital 911 call, reports, etc.) This entire case build process can be tracked and output.

Distribution of Video and Fulfillment of Disclosure Requests
From the local viewing stations [E], the user can copy to DVD or CD by utilizing a simple output utility. Files can be renamed with case number or other identifier and saved in L-3 Mobile-Vision’s secure format or they can be saved as standard AVI files. This is a simple desktop PC request. The system automatically creates and labels a DVD.

Security
The security utilized within Flashback is unmatched in the industry. The DE Pro solution contains multiple levels of security designed to protect against unauthorized access or editing and to ensure file authenticity and chain of custody. Network and access security is addressed through: encryption, address specific communication, firewall implementation, user name/password and hierarchical privilege levels to prevent unauthorized server access. File integrity includes the use of frame-level (MD4 hash) digital fingerprinting, which is a security measure that other in-car systems apply at the global file-level. Additionally, the creation of unalterable copies to non-rewritable media ensures the ultimate in file integrity. Physical, lockable security is enabled for both the in-car DVR and the server. And finally, the entire lifecycle of the video evidence is completely documented with all activity recorded, logged and documented.

D. DVD Backup Station with Robot
For security and long-term retention purposes, the Flashback solution archives video files to DVD. Upon receiving the video from the storage & management server [C], the backup station automatically consolidates a group of recorded incidents (typically 15-20 per DVD) and copies them to DVD.
The backup station consists of a management server [C] (with application control software) and a
DVD robot with integrated printer. The automatic DVD archiving robot has a capacity of 25 DVDs
and is capable of archiving approximately 120 hours of digital video data files in one load cycle.
The process is fully automatic — once a DVD is full, it is labeled and numbered.

The DVDs are read only discs to ensure the integrity of the recorded digital video data files and
are exact duplicates of the files recorded by the Flashback DVR systems. This redundant (dual-
media) architecture assures that unalterable copies exist for secure "disaster recovery". They also
provide an unquestionable chain of custody compliance as well as a cost-effective, long-term
archiving solution.

This archiving process is automatic — the operator only needs to be sure that the robot has DVD
media in the feed bin. Because there is a 25 DVD capacity, this is typically a weekly or monthly
task depending on volume of recorded incidents.

Video files that were not tagged as potential evidence roll from the RAID system (but are retained
on the DVD archive). Accessing video files after their RAID life has expired is simple and
automated. A system user (from their desktop PC) searches for files as usual. However, when the
search results are returned (with file metadata and thumbnail images), the video file will not play
and the user is asked if this video should be restored. A single click, YES, automatically identifies
the appropriate DVD number and notifies the administrator which DVD number should be
restored. The administrator need only insert the identified DVD and the video is reloaded and
accessible thereafter through the online system.

E. LAN Connected Agency PCs (Viewing Stations)

When it is necessary to access video files, the user logs onto any networked PC and simply
browses for an incident by date, car identifier and time. The user’s access is limited by user name
and password. All operations are simple “point & click” — if the user can use a web browser, they
can use the Flashback digital video management solution!