CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

National Day of the Cowboy Proclamation

National Health Week Proclamation

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 1, 2019;
2. Appropriation Ordinance No.14, July 17, 2019;
3. Cereal Malt Beverage License:
   a. Wal-Mart, 1905 N. 14th Avenue
   b. Dodge House Restaurant, 2408 W. Wyatt Earp Blvd.

EXECUTIVE SESSION

Privileged Consultation with the City’s Attorney

ORDINANCES & RESOLUTIONS
UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids to Replace the Roof at the Dodge City Regional Airport. Report by Director of Administration, Ryan Reid.

2. Approval of Bids for Brush Chipper for the City’s Parks Department. Report by Director of Administration, Ryan Reid.


OTHER BUSINESS

ADJOURNMENT
PROCLAMATION

Whereas pioneering men and women, recognized as cowboys, helped establish the American West;

Whereas that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense;

Whereas the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism;

Whereas approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation making the cowboy an excellent steward of the land and its creatures; and

Whereas the cowboy is an American icon; cowboy traditions have long been part of the American landscape and culture and today’s cowboys and cowgirls continue to strive to preserve and perpetuate this unique element of American heritage; and

Whereas to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

Whereas the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

Now, therefore, be it Resolved, that Dodge City and Ford County supports the Senate of the United States in their quest to designate and celebrate the 4th Saturday in July each year, and this year designates July 27, 2019, as

National Day of the Cowboy

and encourages the people of Dodge City, Ford County and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 15th day of July 2019.

____________________________________
Brian Delzeit, Mayor

Attest:

_______________________
Connie Marquez, City Clerk
National Health Center Week, 2019

A Proclamation

Whereas: For over 50 years, Community Health Centers have provided high-quality, affordable, comprehensive primary and preventive health care in our nation’s underserved communities, delivering value to, and having a significant impact on America’s health care system.

Whereas: As the country’s largest primary care network, Health Centers are the health care home for 28 million Americans in over 11,000 communities across the nation. One in every twelve people in the United States gets their care in a community health center.

Whereas: Health Centers are a critical element of the health system, serving both rural and urban communities, and often providing the only accessible and dependable source of primary care in their communities. Nationwide, Health Centers serve one in every five residents of rural areas.

Whereas: Every day, Health Centers develop new approaches to integrating a wide range of services beyond primary care, including oral health, vision, behavioral health, and pharmacy services, to meet the needs and challenges of their communities.

Whereas: Health Centers are governed by patient-majority boards, ensuring that the patients of each Health Center are engaged in their own health care decisions.

Whereas: Health Centers are locally owned and operated small businesses that serve as critical economic engines, helping to power local economies by generating $54.6 billion in economic activity in some of the country’s most economically deprived communities.

Whereas: Health Centers nationally employ more than 220,000 people, including physicians, nurse practitioners, physician assistants, and certified nurse midwives who work as part of multi-disciplinary clinical teams designed to treat the whole patient.

Whereas: The Health Center model continues to prove an effective means of overcoming barriers to healthcare access, including geography, income and insurance status - improving health care outcomes and reducing health care system costs.

Whereas: Health Centers reduce overall costs of care by helping manage patients chronic conditions, which keeps them out of costlier health care settings like hospital emergency rooms.

Whereas: Health Centers are on the front lines of emerging health care crises, providing access to care for our nation’s veterans, addressing the opioid epidemic, and responding to public health threats in the wake of natural disasters.

Whereas: National Health Center Week offers the opportunity to celebrate America’s over 1,400 health center organizations with over 11,000 service delivery sites, their dedicated staff, board members, patients and all those responsible for their continued success and growth since the first health centers opened their doors more than 50 years ago.

Whereas: During National Health Center Week, we celebrate the legacy of America’s Health Centers, and their vital role in shaping the past, present, and future of America’s health care system.

NOW, THEREFORE, I, __________, do hereby proclaim August 4-10, 2019 as National Health Center Week. I encourage all Americans to take part in this week by visiting their local Health Center and celebrating the important partnership between America’s Health Centers and the communities they serve.
CALL TO ORDER

ROLL CALL  Mayor Brian Delziet, Commissioners, Kent Smoll, Joyce Warshaw, Rick Sowers, Jan Scoggins reported absent.

INVOCATION by  Shawn Fletcher

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Kent Smoll moved to approve the agenda as presented and Commissioner Joyce Warshaw seconded the motion. The motion carried 4-0.

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of Joint City/County/USD #443/DCCC Meeting Minutes, June 17, 2019;
2. Approval of Joint City/County Commission Meeting Minutes, June 17, 2019;
3. Approval of City Commission Meeting Minutes, June 17, 2019;
4. Appropriation Ordinance No.14, July 1, 2019;
5. Cereal Malt Beverage License:
   a. El Rodeo, 102 W. Wyatt Earp Blvd.
   b. Miss Kitty’s Café, 2110 E. Wyatt Earp Blvd.
6. Approval to Ratify Reimbursement to Credit Union for Sewer Service Expenses;
7. Approval of Memorandum of Understanding for Memorial at Saint Mary of the Plains Campus.

Commissioner Joyce Warshaw moved to approve the Consent Calendar as presented. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS
**Ordinance No. 3718:** An Ordinance Designating Dodge City Days as a Special Event in the City of Dodge City, Kansas was approved on a motion by Commissioner Kent Smoll; Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

**Ordinance No. 3719:** An Ordinance adding to Chapter III of the Code of the City of Dodge City a New Article 8, establishing a Sidewalk Café Licenses and conditions pertaining thereto within the city limits of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers; Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. The State Historic Preservation Office Ruling for Property at 306-308 Gunsmoke was tabled for further discussion and presentation.

2. Commissioner Rick Sowers moved to approve Professional Engineering Services with Wilson and Company in the amount of $33,673 to provide additional services to assist the city with repairs to the Avenue D Drainage Levee System Commissioner Kent Smoll seconded the motion. The motion carried 4 – 0.

3. Commissioner Kent Smoll moved to approve the exchange of City owned lots at 805 and 811 First Avenue with CHAD for their lot at 804 First Avenue for the City’s purpose of developing a parking lot and for CHAD’s purpose to relocate homes and approve staff to execute necessary documents to deed the houses located at 1203 Park Street and 1407 Park Street to CHAD for purposes of their relocation to CHAD owned lots. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 0.

**OTHER BUSINESS**

Reports of Staff and City Commissioners.

**ADJOURNMENT**

The meeting was adjourned on a motion by Commissioner Brian Delziet. Commissioner Joyce Warshaw seconded the motion. The motion carried carried 4 - 0.
**SECTION 1 – LICENSE TYPE**

Check One: [ ] New License  [ ] Renew License  [ ] Special Event Permit

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

**SECTION 2 – APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required): 004-710415188F-02

I have registered as an Alcohol Dealer with the TTB. [ ] Yes (required for new application)

<table>
<thead>
<tr>
<th>Name of Corporation</th>
<th>Principal Place of Business</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walmart Inc.</td>
<td>Bentonville, AR 72716-0500</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corporation Street Address</th>
<th>Corporation City</th>
</tr>
</thead>
<tbody>
<tr>
<td>702 SW 8th St</td>
<td>Bentonville</td>
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<table>
<thead>
<tr>
<th>Date of Incorporation</th>
<th>Articles of Incorporation are on file with the Secretary of State.</th>
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<tbody>
<tr>
<td>10/31/1969</td>
<td>[ ] Yes  [ ] No</td>
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<table>
<thead>
<tr>
<th>Resident Agent Name</th>
<th>Phone No.</th>
</tr>
</thead>
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<tr>
<td>The Corporation Company, Inc.</td>
<td>417-569-8528</td>
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<table>
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<th>Residence Street Address</th>
<th>City</th>
<th>State</th>
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<tbody>
<tr>
<td>515 S. Kansas Ave</td>
<td>Topeka</td>
<td>KS</td>
<td>66603</td>
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**SECTION 3 – LICENSED PREMISE**

<table>
<thead>
<tr>
<th>Licensed Premise</th>
<th>Mailing Address</th>
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</thead>
<tbody>
<tr>
<td>(Business Location or Location of Special Event)</td>
<td>(If different from business address)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DBA Name</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walmart #372</td>
<td>Walmart Inc.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Business Location Address</th>
<th>Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1905 N 14th Street</td>
<td>702 SW 8th St</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Dodge City</td>
<td>Kansas</td>
<td>67801</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bentonville</td>
<td>AR</td>
<td>72716-0500</td>
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<table>
<thead>
<tr>
<th>Business Phone No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>620-225-3917</td>
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</table>

**SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK**

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

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>See attached list</td>
<td></td>
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</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Residence Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Spouse Name</th>
<th>Position</th>
<th>Date of Birth</th>
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</table>

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<th>Residence Street Address</th>
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<th>Zip Code</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date of Birth</th>
</tr>
</thead>
</table>

<table>
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<th>Residence Street Address</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Spouse Name</th>
<th>Position</th>
<th>Age</th>
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<table>
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<th>Residence Street Address</th>
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<th>State</th>
<th>Zip Code</th>
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</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Date of Birth</th>
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</thead>
</table>

<table>
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<th>State</th>
<th>Zip Code</th>
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</table>

<table>
<thead>
<tr>
<th>Spouse Name</th>
<th>Position</th>
<th>Age</th>
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</thead>
</table>

<table>
<thead>
<tr>
<th>Residence Street Address</th>
<th>City</th>
<th>State</th>
<th>Zip Code</th>
</tr>
</thead>
</table>
INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES
(This form has been prepared by the Attorney General’s Office)

SECTION 1 – LICENSE TYPE
Check One: ☐ New License ☑ Renew License ☐ Special Event Permit

☐ License to sell cereal malt beverages for consumption on the premises.
☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.

SECTION 2 – APPLICANT INFORMATION
Kansas Sales Tax Registration Number (required): 004-312-12004-F01
I have registered as an Alcohol Dealer with the TTB. ☑ Yes (required for new application)

Name: Jose Ruiz
Phone No.: 786-644-5218
Date of Birth: 4-7-93
Residence Street Address: 800 Cedar Ave.
City: Dodge City KS
Zip Code: 67801

Applicant Spousal Information
Spouse Name: N/A
Phone No.: 
Date of Birth: 
Residence Street Address: 
City: 
Zip Code: 

SECTION 3 – LICENSED PREMISE
Licensed Premise
(Business Location or Location of Special Event)
DBA Name: Dodge House Restaurant
Business Location Address: 240 S W. Wyatt Earp
City: Dodge City KS
State: KS
Zip: 67801
Business Phone No.: 620-225-0333

Mailing Address
(If different from business address)
Name: 
Address: 
City: 
State: 
Zip: 

SECTION 4 – APPLICANT QUALIFICATION
I am a U.S. Citizen. ☑ Yes ☐ No
I have been a resident of Kansas for at least one year prior to application. ☑ Yes ☐ No
I have resided within the state of Kansas for _____24_____ years.
I am at least 21 years old. ☑ Yes ☐ No
I have been a resident of this county for at least 6 months. ☑ Yes ☐ No

Within 2 years immediately preceding the date of this application, neither I nor my spouse* have been convicted of, released from incarceration for or released from probation or parole for any of the following crimes:
(1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.

☐ Yes ☑ No
Have ☑ Have Not

My spouse has previously held a CMB license. ☐ Yes ☑ No
My spouse has never been convicted of one of the crimes mentioned above while licensed. ☑ Yes ☑ No
Memorandum

To:       City Manager
          City Commissioners
From:     Ryan Reid
Date:     July 10, 2019
Subject:  Roof for Airport
Agenda Item: New Business

Recommendation: On July 9th, Staff opened bids to replace roof at the Dodge City Airport. We received one bid from Diamond Roofing for $91,323. Staff recommends we accept the bid from Diamond Roofing.

Background: This roof was not budgeted. However, during budget talks for 2020, it was determined that it would make sense to bid it out this year and use existing money in the roofing fund to make the building whole.

The building has been leaking a great deal and numerous efforts to repair it have been unsuccessful.

Justification: Replacing the roof should stop the leaks and protect the building from the elements.

Financial Considerations:
There are funds available in the roofing fund to purchase this roof.

Attachments: Diamond Roofing proposal
Project Proposal

To: City Clerk  
City of Dodge City  
Dodge City Kansas

Re: City Hall Re-Roof

The undersigned (hereinafter referred to as Bidder), having carefully examined the general provisions, specifications, drawings and all other bid documents, as well as having checked the site and all conditions affecting the work, agrees to furnish all labor, materials and equipment required to complete in a thorough, first class and satisfactory manner, all work indicated on the Drawings and/or called for in the Specifications, including mechanical and electrical work, for the sum of:

<table>
<thead>
<tr>
<th>Bid</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Main Project (North and South) Base Bid</td>
<td>$56,523</td>
</tr>
<tr>
<td>Optional Add (Center) Base Bid</td>
<td>$34,800</td>
</tr>
<tr>
<td>Total for both projects</td>
<td>$91,323</td>
</tr>
</tbody>
</table>

Addenda numbered 0 are included in this proposal.

Respectfully submitted this 9th day of July, 2019

Firm: Diamond Roofing

By: John Mine

Signature: [Signature]

Address: 100 McArthur Rd Dodge City

Email: john@diamond-roofing.com

Phone: 620-225-2622

Bidders Check List

Please make sure you have completed the following with your proposal:

- Completed and signed the Construction Proposal form.
- Included a Bid Bond or Cashier’s Check & proof of insurance.
- Acknowledged any addenda.
Memorandum

To: City Manager
    City Commissioners
From: Ryan Reid
Date: July 10, 2019
Subject: Brush Chipper (Parks)
Agenda Item: New Business

Recommendation:
Purchase the 2019 Bandit 250XL Brush Chipper (demo model) from the low bidder (Fairbank) for $46,755.15. This includes a trade in for our current Brush Chipper of $5,000.

Background:
The Parks Department uses a brush chipper to dispose of limbs. Parks viewed demos of both units that were bid and determined that the Bandit 250XP was the superior unit for the City’s needs.

Justification:
The current brush chipper is a 1993 Vermeer 1250BC chipper. It has served the City well but has mechanical problems and is unsafe to operate. This new unit should improve efficiency for the Parks department as well as safety.

Financial Considerations:
This is a budgeted purchase. $48,000 was budgeted.

Attachments: Bid sheet with sample photo.
## Brush Chipper for Parks

Bids opened 2019 07 09
$48,000 budgeted.

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Total</th>
<th>Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fairbank</td>
<td>$64,915</td>
<td>Bandit 250 XP. Meets spec. Diesel model. New with winch.</td>
</tr>
<tr>
<td>Fairbank</td>
<td>$42,387</td>
<td>Meets specs. Demo model and includes winch. Low bid.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Staff recommendation</td>
</tr>
</tbody>
</table>

Bandit 250 XP
Memorandum

To:      City Manager
         City Commissioners
From:    Ray Slattery, P.E.
         Director of Engineering Services
Date:    July 15, 2019
Subject: Dodge City National Beef Processors Wastewater System Improvements, SS 1701.

Agenda Item: New Business

Recommendation: We would request that the Commission authorize City staff to engage the sole bidder on this project in further discussions with the intention of bringing the costs of this project closer in line with the engineering estimates through value engineering and price negotiation. The City Attorney is comfortable with this suggested procedure considering the unique circumstances of the situation. Nowak, the lone bidder, bid the project at $1,357,692.00, which is 25% over the Engineer's Estimate, for the Dodge City National Beef Processors (NBP) Wastewater System Improvements Project. The Engineer's Estimate for this project was $1,080,795.00. Once negotiations are completed, City staff will bring a final contract price before the commission for approval.

Background: In the summer of 2016, NBP was billed surcharges on their sewer bill based on the loading of the constituents found in the waste water. From time to time in the past there have been other disputes over sampling and billing of NBP's wastewater. To resolve the issues both parties entered into a "Surcharge & Sampling Basin Resolution Agreement". This agreement will help settle the dispute from 2016 and limit any future disputes over wastewater surcharges. The improvements included in this wastewater project align with the City's and National Beef's obligations in the agreement.

Once the agreement was in place, PEC started designing the wastewater improvements. Working closely with NBP, the City, & our wastewater operators Jacobs, plans for improvements were completed and put out for bid. Due to the complexity of the project, a mandatory pre-bid meeting was included as a prerequisite for contractors to bid. Only two contractors attended this meeting, Nowak and UCI. UCI ended bidding with Nowak as a subcontractor on the project.

Justification: This project will allow the City and National Beef to comply with obligations outlined in the "Surcharge & Sampling Resolution Agreement" and put an end to billing disputes.

Financial Considerations: There are no financial considerations at this time. Once a final contract price has been negotiated, the City and NBP will split the cost of these improvements 50/50. Additionally, this will be a 120 calendar day project that will extend into 2020 where additional funds have been included in the CIP to cover any costs over the previously budgeted amount of $500,000.

Purpose/Mission: The completion of this project meets our Core Values of Honesty, Integrity & Respect, Ongoing Improvement, and Working Towards Excellence.

Legal Considerations: There will be no legal considerations by approving staff to negotiate a lower price with Nowak.

Attachments: The Surcharge & Sampling Resolution Agreement and the Bid Tab.
SURCHARGE & SAMPLING RESOLUTION AGREEMENT

This Wastewater Treatment Agreement (this “Agreement”), is made and entered into on February 5, 2018 (the “Effective Date”), and effective as of the same date, by and between the City of Dodge City, Kansas a municipal corporation of Ford County, Kansas (the “City”) and National Beef Packing Company, LLC a Delaware Limited Liability Corporation duly authorized and qualified to do business in the State of Kansas (“National Beef”).

WHEREAS, the City as part of its provision of municipal services and its municipal function treats domestic and process wastewater from the National Beef plant located in Dodge City, Kansas (the “Plant”); and

WHEREAS the City and National Beef desire to settle a dispute regarding wastewater surcharges charged to National Beef in the amount of Four Hundred Forty-Eight Thousand, Eighty-Five dollars ($448,085.00) (the “Contested Surcharge”) during calendar year 2016, and to develop new wastewater sampling procedures.

NOW, THEREFORE, in consideration of the continued services, including wastewater treatment and land application, provided by the City to National Beef and in consideration of fees paid by National Beef to the City for that wastewater treatment, and to resolve the negotiation of the Contested Surcharge, the City and National Beef agree as follows:

1. TERM.

The Initial Term of this Agreement shall be twenty-four (24) months from the Effective Date. Subsequent to the Initial Term, this Agreement will automatically renew each year for an additional one (1) year term (“Extension Term”), unless either of the Parties provides written notice to the other Party of its intention to terminate this Agreement. Said notice to terminate must be provided at least ninety (90) days prior to the end of any Extension Term.

2. CONSTRUCTION OF SAMPLING BASIN

A. National Beef shall construct a sampling “basin” and flow meter (the “Sampling Basin”) according to the specifications mutually agreeable to the City and National Beef, upstream of the Primary Pump Station Wet Well.

B. During construction of the Sampling Basin, the City shall construct a bypass line to the overflow basin to divert flow to allow for maintenance of the industrial wet well.

C. National Beef and the City shall each pay fifty percent (50%) of the total cost incurred to construct the Sampling Basin and bypass line provided for in this Sections 2.

3. INSTALLATION OF PRIVATE FORCE MAIN.CONSTRUCTION OF SAMPLING BASIN

National Beef shall install a private dedicated sewer line to service the lift stations located at (i) the old Curtis Machine site currently owned by National Beef, (ii) the WW Manufacturing site currently owned by National Beef, (iii) the old Kindsvater Trucking site currently owned by National Beef, and (iv) the Crustbuster Manufacturing site, if and when National Beef becomes the owner of such site. Upon
completion of said private dedicated sewer line National Beef shall disconnect said sites described above from the public force main. The City shall retain a design consultant to determine whether the private dedicated sewer line will be a gravity-fed line or a force main. National Beef and the City shall each pay fifty percent (50%) of the total cost incurred to design and construct the private dedicated line provided for in this Section 3.

4. SAMPLING PROCEDURES

Once the Sampling Basin is constructed, National Beef and the City will implement a procedure that provides for three (3) samples to be collected by National Beef simultaneously with each daily sampling of wastewater effluent from the Plant. One sample will be provided to the City; one sample to National Beef; and one sample to be provided to an independent 3rd party to be mutually chosen no later than the completion of the Sampling Basin. Should there be a discrepancy between test results obtained by the City and test results obtained by National Beef, the test results from the independent 3rd party will be utilized as the basis for monthly billings. The cost for the independent 3rd party will be shared equally by the City and National Beef.

5. CONTESTED SURCHARGE

A. The City shall apply a credit of twenty-five percent (25%) of the Contested Surcharge, One Hundred Twelve Thousand, Twenty-One Dollars ($112,021.00) to National Beef’s wastewater surcharge account, effective as of the date this Agreement is executed by the City and National Beef.

B. The City shall apply a credit of the remaining seventy-five percent (75%) of the Contested Surcharge, Three Hundred Thirty-Six Thousand, Sixty-Four Dollars ($336,064.00) to National Beef’s wastewater surcharge account upon completion of both the construction of the Sampling Basin and the installation of the private dedicated line as described in Section 3 above. At such time as the remaining seventy-five percent (75%) of the Contested Surcharge has been credited, National Beef will discharged from any further responsibility for the Contested Surcharge.

C. The City will continue to credit the ten percent (10%) flow discount to the monthly billing calculation for National Beef for as long as the City receives federal tax credits related to the City’s methane project at a rate no less than is allowed at the time this Agreement is executed.

Agreed to on February 5, 2018 by:

ATTEST:

____________________________  ______________________________
City Clerk                                 City of Dodge City, Kansas

____________________________
Authorized Representative from National Beef
## BID TABULATION

**OWNER:** City of Dodge City  
**NBP Wastewater System Improvements**  
34-170400-000-1009  
**Bid Date/Time:** July 9, 2019 / 2:00p.m.

### BASE BID - NORTH PHASE

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>QUANTITY</th>
<th>UNIT</th>
<th>UNIT PRICE</th>
<th>COST</th>
<th>CONTRACTOR 1</th>
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</thead>
<tbody>
<tr>
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**BASE BID - NORTH PHASE TOTAL**  
$424,420.00  
$480,041.00

### BASE BID - SOUTH PHASE

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**BASE BID - SOUTH PHASE TOTAL**  
$656,375.00  
$927,651.00

### ADD ALTERNATE 1

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**ADD ALTERNATE 1**  
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**GRAND TOTAL BASE BIDS AND ALTERNATE 1**  
$1,080,795.00  
$1,357,692.00
Memorandum

To: City Manager
     City Commissioners
From: Nathan Littrell
Date: July 15, 2019
Subject: United Plaza Development Plat
Agenda Item: New Business

Recommendation: Development Services staff recommends that the Planning Commission approve this application for final plat approval.

Background: The proposed plat subdivides an existing single lot into 4 lots and dedicates necessary utility and egress easements. The property is zoned C-2 Commercial Highway and is the location of the United Plaza commercial development that is currently under construction. The proposed additional lots will be developed in phases.

Justification: The proposed plat meets all of the City’s subdivision regulations. The proposed lots meet all of the C-2 zoning regulations and lot size requirements.

Financial Considerations: None

Purpose/Mission: To promote development and provide cohesive overall growth to the community.

Legal Considerations: None

Attachments: Plat Application, Plat
CITY OF DODGE CITY
APPLICATION FOR PLAT APPROVAL

Section No. 23
Township No. 26 S
Range No. 25 W

Subdivision Case No. 19-03
Date Filed 6/13/19

I. Name of Subdivision United Plaza Development

II. General Location 14th St. S & E 4th St. of Int.

III. Name of Property Owner United Wireless Communications, Inc.
Address 1105 M Artor Road Dodge City, KS
Phone 620-307-8127

IV. Name of Agent Kevin M. Niebuhr
Address 1469 SW 6th Street Dodge City, KS 67801
Phone 620-342-7636

V. Name of Surveyor Kevin W. Noll
Address 2945 NW 6th St. Garden City, KS
Phone 620-339-6636

VI. Subdivision Information:
A. Gross Acreage of Plat 2.980 (Ac.)

B. Number of Lots:
1. Residential
2. Commercial
3. Industrial
4. Other

C. Minimum Lot Frontage 80'
D. Minimum Lot Area 0.195 Acres
E. Existing Zoning C-2
F. Proposed Zoning
G. Public Water Supply Yes No
H. Public Sanitary Sewers Yes No

This application was received at the office of the Secretary of the Dodge City Zoning Board at 11:00(A.M.) (P.M.) on the 13th day of June, 2019. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of $130.00.

Planning + Zoning Administrator
Memorandum

To: City Manager
City Commissioners

From: Nathan Littrell

Date: July 15, 2019

Subject: N. 14th Development Plan Bid

Agenda Item: New Business

Recommendation: Development Services staff recommends that the City Commission accept the bid from SMH for the North 14th Avenue Development Plan.

Background: The City owns property on North 14th Avenue containing approximately 285 acres that stretches north-south from Iron Road to Horseshoe Road and east-west from 14th avenue to 6th Avenue extended. This property was acquired to construct the North Water Reclamation Facility. The City continues to grow and the need for various densities of new residential and commercial development continues. The City needs to dedicate new park land to compensate for the park land used to develop the RV Park near Wright Park as required by the National Park Services Land and Water Conservation Fund (LWCF) guidelines. The City wishes to create a development plan that will layout a cohesive design for the area in terms of infrastructure coordination, area drainage and overall layout. There is currently a shortage of individual residential lots for new construction and this would allow smaller builders an opportunity to build a lot or a few lots at a time. A Request for Proposals was put out for design of this area.

Justification: SMH was the low bid on the proposals received. Their proposal includes a conceptual plat (conceptual layout of streets, utilities and lots) for approximately the southern 100 acres that identifies different types of both residential and commercial development. The northern approximately 200 acres will be labeled “future development” with consideration for streets and utilities. A drainage study for the entire approximate 285 acres will be included. The plan will include finalizing the conversion of property for park development for the LWCF program, including the legal description and other necessary documents to dedicate the property.

Financial Considerations: Total cost of the bid is $26,310.00
**Purpose/Mission:** To promote development and provide cohesive overall growth to the community.

**Legal Considerations:** None

**Attachments:** Scope of Services, Proposal, Fee Estimate, Map
North 14th Avenue Development  
Dodge City, Kansas  
Concept Development, Preliminary Plat, Final Plat  
Scope of Professional Services - Revised  
Prepared: June 25, 2019

General Project Description: Aerial photography, land surveying, concept plat development within the south 100 acres of the North 14th Avenue Development in Dodge City, KS.

SMH Consultants (SMH) will perform the following tasks:

PART I – AERIAL PHOTOGRAPHY/CONTOUR SURVEY

1. Obtainment of current aerial photography and contour data from the use of a small unmanned aerial system and the conversion of the data through the use of photogrammetry software into a product useable in the concept development process.

2. Conversion of the data into a working drawing that can be used for design.

PART II – CONCEPT DEVELOPMENT

1. Kick-Off meeting with City Staff and others to review the goals of the project, site limitations, zoning, utility planning, fire protection, police enforcement, parks and trails, initial thoughts on layout and other topics that may need to be considered as development of the concept plan progresses. Also includes up to an additional 5 more meetings with City staff during the master plan development process.

2. Iterative development of a concept plat (conceptual layout of streets, utilities, and lots) based on input from the City for approximately the southern 100-acres that identifies areas for different types of development (single family, multi-family, commercial, etc.) with consideration for required utilities, drainage, storm water detention, open space, parks, trails, and other features as desired by the City. The northern approximately 200-acres shall be labeled “future development” however consideration with service the future development area shall be given in terms of streets and utilities for future connections.

3. Drainage study addressing the entire ~300 acre site. This will include one to two regional detention facilities for the entire site.

4. Coordination with all existing utility companies, both public and private, that provide service for the City of Dodge City to show extensions of utilities into the development area.
5. Conceptual right-of-way section drawing of front loaded lots that shows where each utility will be placed within the right-of-way and landscaping concepts to help screen the above ground boxes.

**PART III - LAND AND WATER CONSERVATION PROGRAM**

1. Assist the City with finalizing the conversion of property for the Land and Water Conservation Program.

2. Provide necessary legal description and other documents necessary for the Land and Water Conservation Program. This includes site survey of any necessary boundary information and conversion of the survey data into a working drawing that can be used for exhibits and legal descriptions.

**Notes**

1. There may be studies (i.e. additional traffic, additional drainage, sewer and etc.) not identified in this scope of services that may arise because of the City of Dodge City or other jurisdictional agencies. As the need for these studies arises a separate scope of work will be developed for approval by the client.

2. Any changes to the overall layout of the site, the design constraints, original design intent and so forth made midstream in the project will impact the ability to complete the work within the fee proposed. These changes, if necessary, will constitute a revised and re-negotiated scope of work and fee.

3. All designs shall be provided on SMH title block and provided to owner in PDF format.

4. Any services not identified in the fore mentioned scope of services requested by the architect or owner will be provided at 2019 hourly rates.
June 25, 2019

Kevin Israel  
Director of Development Services  
City of Dodge City  
P.O. Box 880  
Dodge City, KS 67801

Dear Mr. Israel:

Thank you for selecting SMH Consultants, P.A. (“SMH”) to assist you with the North 14th Avenue Development in Dodge City, Kansas. The project will consist of land surveying with aerial photography, conceptual plat development, drainage study, and land and water program conversion, **SMH’s proposed fee for the project is $26,310.00.**

This fee is broken down as follows:

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<th>Part I</th>
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<tr>
<td>Aerial Photography &amp; Contour Data</td>
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<tr>
<td>Concept Plat Development</td>
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<tr>
<td>Land &amp; Water Conversion Program</td>
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<tr>
<td><strong>Total:</strong></td>
<td><strong>$26,310.00</strong></td>
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I have attached a proposed scope of professional services that details the services to be provided by SMH for the project. Please review this scope of work carefully and let us know if it needs to be modified. The scope of professional services is essentially our list of tasks as we work through the project. If during the project it is determined additional tasks are needed we will inform your team immediately and then work towards modifying the scope of work and adjusting the fee. We like to think we have encapsulated all the necessary task in our proposal, but on occasion the need for additional tasks arises.

Please note that you are retaining SMH as an independent contractor and as a consultant. By signing below, you agree to pay SMH for the services to be provided upon receipt of the SMH invoice.

SMH’s total liability arising under this agreement will, in no event, exceed the total amount paid by you to SMH pursuant to this agreement during the preceding twelve (12) month period to the date such liability arose. By signing below, you agree to indemnify, defend, and hold SMH harmless from any and all claims, demands, liabilities, costs, damages, or causes of action of any nature whatsoever, arising out of any matter directly related to SMH’s work on the above-described project. This agreement contains the entire agreement between the parties.
If you find the terms and conditions of this agreement to be acceptable, please sign below. If you have any questions regarding this agreement, I am able to be reached by email at klancaster@smhconsultants.com or by phone at 620-255-1952.

We look forward to assisting you with this project.

Sincerely,

Kurth Lancaster, PLA
SMH Consultants

________________________________________
Signature

________________________________________
Printed Name

________________________________________
Title

________________________________________
Company Name

Attachments:

1. Proposed Scope of Professional Services
## Fee Estimate - Revised

### North 14th Avenue Development

#### Proposed June 20, 2019

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### Part I – Land Survey

1. **Aerial Photography w/ Drone**
   - Hours: 16
   - Fee: $1,360.00

2. **Survey/Drone Data Conversion**
   - Hours: 12
   - Fee: $1,020.00

### Part II – Concept Development

1. **Up to 6 meetings w/ City Staff**
   - Hours: 8
   - Fee: $1,080.00

2. **Concept Plat (South 100 Acres)**
   - Hours: 38
   - Fee: $3,230.00

3. **Drainage Study (Entire Site)**
   - Hours: 40
   - Fee: $4,000.00

4. **Utility Coordination**
   - Hours: 4
   - Fee: $420.00

5. **Development of Front Load Utilities Concept**
   - Hours: 24
   - Fee: $3,240.00

### Part III – Land & Water Conservation Program

1. **Assist City in Finalizing Conversion for Program**
   - Hours: 24
   - Fee: $3,240.00

2. **Legal Description & Exhibits**
   - Hours: 16
   - Fee: $2,000.00

### Totals

- **Estimated Hours**: 16.00
- **Estimated Fee**: $7,650.00
- **Expenses**: $2,000.00
- **Total Fee**: $9,650.00

---

### Notes

- **Rate**
  - SC = $125.00
  - RLS = $85.00
  - DE = $125.00
  - PE = $110.00
  - LA = $165.00
  - CL = $135.00
  - CT = $100.00
  - MPLS = $105.00
  - MPE = $55.00

- **Expedited Rates**
  - CT = $130.00
  - PE = $135.00
  - LA = $120.00

- **Fee Estimate Total**: $9,650.00