

CITY COMMISSION AGENDA
WORK SESSION

City Commission Chambers
Tuesday, January 22, 2008 5:30 p.m.
MEETING #4694

CALL TO ORDER

ROLL CALL

WORK SESSION

1. Discussion of Comprehensive Plan. Report by Dennis Veatch, Director of Development Services
2. Discussion of Smoking Regulation. Reported by Ken Strobel, City Manager

ADJOURNMENT

CITY COMMISSION AGENDA

City Commission Chambers
Tuesday, January 22, 2008 7:00 p.m.
MEETING #4695

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Lance Carrithers

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).

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes January 7, 2007
2. Appropriation Ordinance No. 2: January 21, 2008
3. Approval of Cereal Malt Beverage Application(s)
 - a. Water Sports Campground & RV Park LLC, 500 Cherry St, Dodge City
4. Approval of West Link Lease.

ORDINANCES & RESOLUTIONS

Ordinance No. 3454: An Ordinance Amending Chapter 14, Article 3, Regarding Impoundment of Motor Vehicles.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Change Order #12 and Final Wyatt Earp Phase I. Reported by Joe Finley, Director of Engineering Services

Invitation for Twinning with Offerton Park Parish council. Presented by Ken Strobel, City Manager

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Commission Chambers
Monday, January 7, 2008 7:00 p.m.
MEETING #4693

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Rick Sowers, Jim Lembright, Jim Sherer, and Terry Lee

INVOCATION: First United Methodist Church, Adelia Hooley

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).

Ethel Peterson: Commented regarding Resolution 2008-01-The Resolution supporting a Balanced Energy policy. She has concerns regarding the proposed coal fire electric generating facilities in Holcomb and the effect it has on the environment.

Lindy Duree: has read the proposed Smoking Regulation to be discussed on tonight's agenda. Does not feel it is strict enough.

Vernon Bogart: Asked Commission to support Resolution 2008-01.

Deb Rodda: Smoking Regulation to be discussed tonight is not strict enough.

Aaron Duree: Comments regarding Smoking Regulations.

Dennis Ernst: Comments on coal fired plant proposed in Holcomb and the Commission support of it.

Terry Jansen: Victory Electric commented on the proposed coal fired plant in Holcomb. Discussed facts and the progress the industry is making in the coal fired energy and the environment.

Jim Weis: Teacher of Chemistry and Science wants information regarding greenhouse gases from Victory Electric.

City of Character for the month of January is AVAILABILITY presented by Nannette Pogue, City Clerk

Jan Stevens, Director of the Convention and Visitors Bureau talked about Dodge City being rated #5 in the Top 10 True Western Towns, rated by True West Magazine. She

also introduced Heberling & Associates, Consultants for Master Tourism Plan that are in town this week.

The Mayor commented on the time and effort that the CVB staff Sandie Masden and Jan Stevens put into the project. Job well done!

Mike Husband of Heberling & Associates introduced his colleagues, Judy Heberling and Bill Hunter. They are developing a Master Heritage Tourism Plan for Dodge City.

Dodge City Public Library, Cathy Reeves, Director presented a summary of the Library's activities during 2007 and some of their plans for 2008. Cathy publicly thanked the City crew who assisted them during the summer on their landscaping and the crew who helped during the snow removal.

CONSENT CALENDAR

1. City Commission Meeting minutes December 17, 2007
2. City Commission Special Meeting December 27, 2007
3. Appropriation Ordinance No. 1: January 7, 2008
4. Cereal Malt Beverage Application(s)
 - a. Casa Alvarez, 1701 Wyatt Earp, Dodge City
 - b. JT Conoco, 609 South Second Ave, Dodge City
 - c. Boot Hill Phillips 66, 800 West Wyatt Earp, Dodge City
 - d. Tacos Jalisco, 412 E. Wyatt Earp, Dodge City
5. Great Plains Development, Inc., Extension Request

Commissioner Sherer moved to accept the Consent Calendar, seconded by Commissioner Lee, unanimous vote.

ORDINANCES & RESOLUTIONS

Ordinance No. 3453: An Ordinance Rezoning Lot 1, Block 2, Kirby Addition, Dodge City, Ford County, Kansas, from R-S, Residential Suburban to C-2, Commercial Highway. Commissioner Lembright moved to approve, seconded by Commissioner Sowers, unanimous vote.

Resolution No. 2008-01: Resolution in Support of a Balanced Energy Policy for Kansas including the Development of Renewable Energy Resources. Jerry King, Victory Electric, spoke of their mission to provide the cheapest power source to our customers and be a good steward of

the environment. Commissioner Sowers moved to approve the resolution, seconded by Commissioner Lembright, vote 4-1, Commissioner Lee opposed.

Resolution No. 2008-02: Resolution Describing and Defining the Boundary of the City of Dodge City. Commissioner Sowers moved to approve, seconded by Commissioner Sherer, unanimous vote.

UNFINISHED BUSINESS

Discussion of Smoking Ordinance. In favor of a Work Session on January 22, 2008 to make decision for Smoking Ordinance and to have a final Ordinance the first meeting in February.

NEW BUSINESS

Approval of OMI Contract Amendment in the Amount of \$1,035,234.00. Commissioner Sowers moved to approve, seconded by Commissioner Lembright, unanimous vote.

Commissioner Sherer moved to adjourn to an Executive Session at 8:35 p.m. for 15 minutes to discuss the FOP Negotiations, seconded by Commissioner Lee, unanimous vote.

At 8:50 p.m. Commissioner Lee moved to reconvene to Regular Session, seconded by Commissioner Sherer, unanimous vote.

Approval of FOP Contract. Ken Strobel publicly thanked Cherise Tieben, John Ball, and Steve George for their hard work in formulating and negotiating the FOP Contract. Commissioner Lee moved to approve, Commissioner Sherer seconded to approve the Contract, unanimous vote.

At 9:00 p.m. Commissioner Sherer moved to adjourn to an Executive Session to discuss Land Acquisitions and Attorney/Client matters for 20 minutes, seconded by Commissioner Lembright, unanimous vote.

At 9:20 p.m. Commissioner Lembright moved to reconvene to the Regular Session, seconded by Commissioner Sowers, unanimous vote.

ADJOURNMENT: Commissioner Lembright moved to adjourn the meeting, seconded by Commissioner Sherer, unanimous vote.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, 6 January 2008, 20

TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS.

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

1. (a) Name of proposed licensee Water Sports CG & RV Park 3. The name and address of the owner or owners of the premises

Pat Morgison upon which the proposed business will be located is

(b) Age 80 Pat & Olive Morgison

(c) Place and date of birth Superior, Nebr. 504 Minneola Road

5-19-27, 20

(d) Residence address 504 Minneola Rd. Dodge City, Ks., 67801

4. I am a citizen of the United States. Yes (X), No ()

(a) My citizenship arises by birth (X), Naturalization ()

(b) My place of naturalization and the date thereof is as follows:

20

(e) I have been a resident of the State of Kansas 70 years.

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

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

2. The premises for which the license is desired are located at 500 Cherry St.

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

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

(a) The legal description of said property is West one-half of Section (36), Township (26), Range (25), West of the 6th PM in Ford County, Ks.

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

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

(a) If the answer above is yes, the name, age, and residence of manager or agent is Dena Vogel, 53, 500 Cherry St., LOT # 20 Dodge City, Ks., 67801

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

Have not to all

(b) The street number is 500 Cherry St.

(c) The building to be used is Concrete Block

Water Sports Campground & RV Park, LLC

(d) The business will be conducted under the following name: Water Sports Campground & RV Park LLC

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

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

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

A license fee of \$ 75.00 is enclosed herewith.



January 7, 2008

Mary L. Weece
Executive Secretary, City Manager
City of Dodge City
806 Second Avenue
Dodge City, KS 67801
620.225.8100

**Re: Lease for Water Tower Space between The City of Dodge City and
WestLink Communications, LLC**

Mary,

Please find enclosed two (2) copies of the above referenced Lease executed by WestLink Communications, LLC. Please execute both copies, retain one for the City's files, and return one fully-executed copy to me for WestLink's files.

If you should have any questions, please do not hesitate to contact me.

Regards,

A handwritten signature in cursive script that reads "Catherine Veach Moyer".

Catherine Veach Moyer
Director, Legal & Regulatory Affairs
Pioneer Communications/WestLink Communications, LLC
PO Box 707, 120 West Kansas Avenue
Ulysses, Kansas 67880
620.356.7133 direct phone
620.424.3133 direct fax
catherine@pioncomm.net

Enc.

LEASE FOR WATER TOWER SPACE

THIS LEASE AGREEMENT ("Lease") is made and entered into by and between The City of Dodge City, Kansas ("City") and WestLink Communications, LLC ("Company").

BACKGROUND

- A. City is the owner of a parcel of land and water tower ("Tower") located thereon in the City of Dodge City, Ford County, Kansas, legally described on attached Exhibit A.
- B. Company is a wireless communications provider that offers products and services for wireless data communications with features such as cellular telephone, paging and similar services.
- C. Company desires to lease from City antenna space on the Tower, cable runs to connect equipment to such antenna(s) and ground space to locate at or near the base of the tower a building or shelter to house its equipment.
- D. This is a non-exclusive Lease. Company agrees and acknowledges that City may, from time to time, at its option, offer for rent to other Companies, or provide for its own use or use by other governmental agencies, space on the Tower and ancillary ground shelter area.
- E. Accordingly, the parties are entering into this Lease on the terms and conditions set forth herein.

TERMS

In consideration of the mutual covenants contained in this Lease, the parties agree as follows:

1. Leased Premises:

a. Subject to the terms and conditions as provided herein, the City does hereby lease to Company the portion of the real property as identified on attached Exhibit A (the "Land") together with a non-exclusive easement for ingress, egress and utilities over the adjacent real property, and in addition thereto does hereby authorize and permit the company to place on the Tower at the location indicated in Exhibit B a transmission antenna and cable runs. The Land, the Access Easement and the permit for placement of the antenna and cable are collectively referred to as the "Premises".

b. This Lease is not a franchise pursuant to K.S.A. 12-2001 *et seq.*, nor is it a permit or license to use any public right-of-way other than the Premises described herein. Any such franchise, permit or license if applicable must be obtained separately from City.

c. In the event any court or governmental authority of competent jurisdiction orders, decrees or otherwise requires City to limit, restrict or cease operating the Premises in the manner as set forth herein, this Lease shall immediately terminate without further liability to either City or Company and Company shall immediately remove any equipment, antenna(s) or personal property in accordance with the terms of this Lease.

2. Lease Period.

a. This Lease shall be in full force and effect from and after the date of approval hereof by the City Commission of the city of Dodge City, Kansas (the "Effective Date").

b. For purposes of rental payments and the establishment of the term of this Lease, the "Commencement Date" of the initial term of this Lease shall be the first day of the month during which the Company commences its operation from the tower. The initial term shall be for a period of five (5) years and shall expire five (5) consecutive years following the Commencement Date ("Expiration Date").

c. In the absence of written notice by either the City or Company at least 90 days prior to the Expiration Date, this Lease shall automatically renew under the same terms and conditions for additional one year terms until terminated by either party by written notice at least 90 days prior to the expiration date of any such renewal term.

d. Between the Effective Date and the Commencement Date the Company shall:

(1) Be granted reasonable access to Premises upon notice to and consent by the City.

(2) Subject to approval by the City of the placement plans and location, place upon the Premises at the approved site and in accordance with City approved plans a structure to contain Company transmission and other equipment.

(3) During this period the Company shall at its sole cost and expense
(a) Conduct such tests and studies as the Company deems necessary and appropriate to

determine the suitability of the Premises for the Company's intended use. Such studies and tests shall not cause disruption to or interference with the City's use of the Premises or with other current users of the Premises. Any damages to the Premises resulting from the Company's presence or the Company's testing shall be immediately repaired or corrected by the Company at its sole cost and expense; (b) Conduct such studies and tests as necessary to insure that the Company's intended use of the Premises will not disrupt or interfere with the existing uses of the Premises or cause interference or disruption of radio, television, phone services or other communication equipment or services utilized by residents and businesses in proximity of the Premises. The results of such testing shall be made available to the City.

(4) Based on the results of the Company studies and tests as provided in subparagraph (2) above and provided that any deficiencies are not remedied by the Company, either the Company or the City may by written notice to the other, cancel and terminate this lease and thereupon both the City and the Company shall be relieved of any further responsibility hereunder, except only for the Company's responsibility to repair any damages resulting from such testing or placement of equipment or structures.

(5) In the event of a termination as provided above, Company shall be solely responsible for the payment of any costs of removal of its equipment and structures and for any damages to the Premises resulting from such removal.

e. Absent a termination in accordance with subparagraph (3) above, this Lease shall commence on the Commencement Date as defined above.

3. Rent.

a. Company shall pay City as rent for the Premises on an annual basis during the original term of this Lease the sum of Ten Thousand Dollars (\$10,000.00) ("Base Rent") per year plus any sales tax, if applicable. Company shall make the first annual advanced payment on the Commencement Date and each annual payment thereafter shall be due upon the anniversary of the Commencement Date.

b. Company shall pay City a late payment charge equal to five percent (5%) of the annual rental amount due in the event any such rent payment has not been made within 30 days of notice that payment is overdue.

c. Base Rent and all other consideration to be paid or provided by Company to City shall constitute Rent and shall be paid without offset.

4. Use of Premises

a. Company shall use the Premises only for the construction, maintaining and operation of a wireless telecommunications antenna and equipment necessary to transmit its signal to said antenna and for no other purpose. Company shall, at all times and at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including but not limited to laws and ordinances relating to health, safety, radio frequency emissions, and radiation) in connection with the use, operation, maintenance, construction and/or installation on the Premises.

b. If during the term of this agreement, the City receives complaints from other tower users or from area residents or businesses, which complaints would

reasonably indicate the Company's signal or tower use is causing interference or disruption with other tower users or with radio, television, phone or other communication equipment or services utilized by residents and businesses in the proximity of the tower , the Company agrees upon the City's request to conduct at Company expense such tests as are necessary to establish that such interference or disruption is not the result of the Company's operations, or if the Company's operations are the cause of such interference or disruption, to take steps necessary to eliminate such interference or disruption.

c. City shall provide Company with twenty-four (24) hour, seven (7) days a week, year around access to the Premises for the purpose of operation, maintenance and repair of Company equipment and property.

5. Attachment of Antennas, Construction of Ground Equipment, Improvements, Removal

a. (1) Prior to commencing any work or construction on the Premises, Company shall submit plans and specifications for all improvements to City for City's written approval, such approval not to be unreasonably withheld, conditioned or delayed. No improvement, construction, installation or alteration shall be commenced until plans for such work have been approved by the City Director of Public Works and all necessary permits have been properly issued.

(2) Such plans shall include: Fully dimensioned site plans that are drawn to scale and show (i) the proposed location of the antenna(s), equipment shelter, cable locations, and proposed access, (ii) the proposed clearing and landscaping, if any,

(iii) the proposed type and height of any additional fencing, (iv) the proposed color of all structures, including fencing, (v) the proposed type of construction material for all structures, including fencing, and any other details the City may request.

(3) Prior to commencing construction, Company shall provide City with the name of the contractor that will be constructing the improvements. The contractor is subject to the prior written approval of City, such approval not to be unreasonably withheld, conditioned or delayed. All improvements shall be constructed in a careful and workmanlike manner without the attachment of any liens to the Premises and shall be completed in compliance with all applicable laws, rules, ordinances and regulations; provided further that the City may in its sole discretion require the posting of a payment bond with the Ford County District Court in the amount of the total construction costs providing that the improvements will be constructed without the attachment of any construction liens.

(4) If City does not respond in writing to Company within ten working days following Company's request for any approval, the request will be deemed to have been approved by the City.

a. (1) Company shall promptly remove Company's equipment, antenna(s), structures and personal property upon termination of this Lease. Such removal shall be done in a workmanlike and careful manner and without interference or damage to any other equipment, structures or operations on the Premises, including use of the Premises by City or any of City's assignees or leasees. If, however, Company requests permission not to remove all or a portion of the improvements, and City

consents to such non-removal, title to the affected improvements shall thereupon transfer to City and the same thereafter shall be the sole and entire property of City, and Company shall be relieved of its duty to otherwise remove the same. All other alterations, improvements and structures located or constructed on the Premises (except for movable equipment and trade fixtures), shall become the property of City upon termination of the Lease, except that city may, by written notice to Company, require Company to remove all such improvements upon termination of the Lease. Any personal property, equipment or other improvements which are not removed upon the termination of this Lease shall become the property of City at City's option.

(2) Upon removal of the improvements (or portions thereof) as provided above in subpart (1), Company shall restore the affected area of the Premises to the reasonable satisfaction of City.

(3) All costs and expenses for the removal and restoration to be performed by Company pursuant to subparts (1) and (2) above shall be borne by Company, and Company shall hold City harmless from any portion thereof.

b. No additional improvements or modifications to the Premises shall be made without the City's prior written consent. Such consent by the City shall not be unreasonably withheld, conditioned or delayed. Any such improvements or modifications are subject to the conditions set forth in section a(1)(2) and (3) above.

6. Use by Others

a. Company shall cooperate with any existing users of the Tower in connection with the location and placement of antenna(s) and other facilities on the Tower and in constructing any ancillary support facilities.

b. Company agrees to design and locate its equipment and structures so as not to interfere with the use and/or operation of any other existing users of the Tower, including the City. The City agrees to take reasonable steps necessary to assure that future users do not interfere with the use and operation of the Premises and Tower by Company.

c. City may elect at any time to rent space on the Tower and Premises to another user or users. Company shall cooperate with City in connection with the location and placement of the future user's antenna(s) and other facilities on the Tower and the location of any ancillary support facilities. The collection of Rent from any other user shall in no way alter Company's responsibility under this Lease to pay its Base Rent as provided herein.

d. Company agrees to give reasonable consideration to any request by City to locate and place City's Communication Facilities (antennas, transmitters, receivers and support equipment) upon other towers owned by Company.

e. Subject to City approval, the Company may during the term of this lease or any extension hereof relocate its equipment and/or structures within the Premises. All costs associated with such relocation shall be the sole responsibility of the Company, including repair of any damages to the Premises resulting from such relocation and

costs of restoring the Premises to its original condition with regard to the prior placement of equipment or structures by Company during the term hereof.

7. Net Lease. The parties agree that this is a net Lease intended to assure City the Base Rents are reserved on an absolute net basis.

8. Maintenance. Company shall, at its expense, maintain its own equipment and other Company property located on the Premises and Tower and keep the same in good working order, condition and repair. Company shall keep the Premises and Tower free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference. City shall, at its sole expense, maintain all common areas on the Premises and shall maintain the Tower. City may require Company to submit to an annual inspection of its improvements, equipment, fixtures and personal property placed on the Premises and Tower by Company. As a part of the annual inspection, Company may be required to make reasonable repairs, at its cost, for damage to the Premises and Tower, equipment or personal property, attributable to Company's use.

9. Tower Compliance. City agrees to maintain the Tower in compliance with all laws and regulations, including but not limited to FAA and FCC tower laws and regulations; Provided, however, should the City be required to incur additional cost and expense which the City would not otherwise incur but for the use of the Tower by the Company pursuant to this Agreement, then in such event such additional cost and expense shall be reimbursed to the City by the Company on a prorated basis with any other leasee whose use results in such additional cost and expense.

10. City Access. City and its agent shall have the right to enter the Premises at all times to examine, and inspect the use of the Premises by the Company. Provided, however, in the event the Company constructs its own enclosed equipment facility on the Premises for its exclusive use, the City will, except in cases of an emergency, provide at least 24-hour notice prior to accessing such Company facility..

11. Utilities. Company shall be responsible for obtaining any utility service to the Premises that it requires. Company shall separately meter and pay when due all charges for utilities to the Premises used by the Company.

12. License Fees. Company shall pay, as they become due and payable, all fees, charges, taxes and expenses required for licenses and/or permits required for or occasioned by Company's use of the Premises.

13. Governmental Approvals. This Lease is contingent upon Company obtaining at its sole cost and expense all necessary governmental approvals, rezoning permits or licenses that are required or necessary for its use of the Premises as provided herein.

14. Default and City's Remedies: It shall be a default; if Company defaults in the payment of Base Rent or any other sums to City when due, and does not cure such default within thirty (30) days after written notice from City specifying the default complained thereof; or if Company defaults in the performance of any other covenant or condition of this Lease and does not cure or make reasonable attempts to cure, such other default within thirty (30) days after written notice from City specifying the default complained of; or if Company "abandons or vacates" the Premises; or if Company is

adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if Company becomes insolvent or City reasonably believes itself to be insecure with regard to the Company's payment of Rent or its ability to comply with the terms and conditions of the Lease.

In the event of a default, City shall have the right, at its option, in addition to and not exclusive of any other remedy City may have by operation of law, without any further demand or notice, to re-enter the Premises and Tower and eject the Company therefrom, and declare this Lease at an end, in which event Company shall immediately vacate the Tower and immediately remove its property and equipment from the Premises as provided in Paragraph 5 above, and pay an amount necessary to compensate City for all detriment proximately caused by Company's failure to perform its obligations under the Lease including reasonable attorney fees.

If suit shall be brought by City for recovery of possession of the Premises, for the recovery of any Base Rent or any other amount due under the provisions of this Lease, or because of the breach of any other covenants, the Company shall pay to the City all expenses incurred therefor, including reasonable attorney fees, if City prevails in its recovery action.

For purposes of this agreement, "abandons or vacates" means, at any time during the term of this Lease Company moves from or ceases to occupy the Premises and Tower, relinquishing or giving up with the intent, express or implied, to never again resume any interest or right created by this Lease. Removal of equipment or antennas,

without replacing the same in a reasonable time, shall be deemed an express act of Company's intent to abandon or vacate.

15. Cure by City. In the event of any default of its Lease by Company, the City may at any time, after notice, cure the default for the account of and at the expense of the Company. If City is compelled to pay or elects to pay any sum of money or to do any act which will require the payment of any sum of money or is compelled to incur any expense, including reasonable attorney fees in instituting, prosecuting or defending any action to enforce the City's rights under this Lease, the sums so paid by City, with all interest, costs (including but not limited to actual attorney's fees) and damages shall be deemed to be Additional Rental and shall be due from the Company to City on the first day of the month following the incurring of the respective expenses, provided the City's payment, performance or enforcement or rights is due to Company's breach of the Lease, intentional misconduct or negligence.

16. Damage or Destruction. If the Tower or any portion of the Tower is destroyed or damaged so as to materially hinder effective use of the Tower through no fault or negligence of Company, Company may elect to terminate this Lease upon thirty (30) days' written notice to City. In such event, City and Company shall proceed as set forth in 5c above. This Lease and Company's obligation to pay (rent) shall terminate upon Company's fulfillment of the obligations set forth in the preceding sentence, at which termination Company shall be entitled to the prorated reimbursement of any Base Rent prepaid by Company. City shall have no obligation to rebuild or repair any damage to any portion of the Premises or Tower.

17. Indemnity and Insurance

a. Disclaimer of Liability: Except as otherwise provided by law, City shall not at any time be liable for injury or damage occurring to any person or property from any cause whatsoever arising out of Company's construction, maintenance, repair, use, operation, condition or dismantling of the Premises or Tower, except to the extent attributable to the negligent or intentional act or omission of City, its employees, agents or independent contractors; provided, however, in no event shall the City's liability exceed the limits of any City insurance coverage in effect and applicable to such liability; provided further that the City shall not be liable for any consequential damages including business interruption or losses. Nothing contained herein shall constitute a waiver of any defenses or immunities to which the City or its employees may be entitled under the laws of the State of Kansas, and the City hereby expressly reserves any and all such defense and immunities.

b. Indemnification: Except for the willful and negligent acts of the City, its agents, servants and employees, the Company shall indemnify and hold harmless the City, its agents, servants and employees (Indemnitees) from and against:

- (i) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against any of the Indemnitees by reason of any act or omission of the Company's personnel, employees, agents,

contractors or subcontractors, resulting in their personal injury, bodily injury, sickness, disease or death or to such injury or death to any person, or any damage to, loss of or destruction of tangible or intangible property, including but not limited to any unauthorized use of any trademark, trade name, copyright, patent, service mark or any other right of any person, firm or corporation, which may arise out of or be in any way connected with the construction, installation, operation, maintenance, use or condition of the Premises or the failure by Company to comply with any federal, state or local statute, ordinance or regulation.

- (ii) Any and all liabilities, obligations, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and other consultants), which are imposed upon, incurred by or asserted against any of the Indemnitees by reason or any claim or lien arising out of work, labor, materials or supplies provided or supplied to the Company, its contractors or subcontractors, for the installation, construction, operation, maintenance or use of the Premises and, upon the written request of an Indemnatee, the Company shall cause such claim or lien covering City's property to be discharged or bonded within thirty (30) days following such request.

(iii) Any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be asserted against any of the Indemnitees by reason of any financing or securities offer by Company or its affiliates for violations of the common law or any laws, statutes, or regulations of the State of Kansas or United States, including those of the Federal Securities and Exchange Commission, whether by Company or otherwise.

c. Defense of Indemnitees: In the event any action or proceeding shall be brought against any of the Indemnitees by reason of any matter for which the Indemnitees are indemnified hereunder, Company shall, upon notice from any of the Indemnitees, at Company's sole cost and expense, resist and defend the same with legal counsel; provided however, that Company shall not admit liability in any such matter on behalf of the Indemnitees without the written consent of Indemnitees and provided further that Indemnitees shall not admit liability for, nor enter into any compromise or settlement of, any claim for which they are indemnified hereunder, without the prior written consent of the Company.

d. Notice: Company shall give the City prompt notice of the making of any claim or the commencement against Company of any action, suit or other proceeding covered by the provisions of this paragraph.

e. Insurance: During any term of the Lease, Company shall maintain, or cause to be maintained in full force and effect and at its sole cost and expense, the following types and limits of insurance:

- (i) Worker's compensation insurance meeting applicable Kansas statutory requirements and employer's liability insurance with minimum limits of One Hundred Thousand Dollars (\$100,000) for each accident, One Hundred Thousand Dollars (\$100,000) for each employee and Five Hundred Thousand Dollars (\$500,000) policy limit.
- (ii) Commercial general liability insurance with limits of One Million Dollars (\$1,000,000) as the combined single limit for each occurrence of bodily injury, personal injury and property damage. The policy shall provide blanket contractual liability insurance and shall include coverage for products and completed operations liability, independent contractor's liability; coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage.
- (iii) Automobile liability insurance covering all owned, hired and nonowned vehicles in use by Company, its employees and agents, with personal protection insurance and property protection insurance to comply with the provisions of state law with minimum limits of One Million Dollars (\$1,000,000) as the

combined single limit for each occurrence for bodily injury and property damage.

- (iv) At the start of and during the period of construction, property coverage covering cables, materials, machinery and supplies of any nature whatsoever which are to be used in or incidental to the Company's use of the Tower. Upon completion of the installation, Company shall substitute for the foregoing insurance policies of fire, extended coverage and vandalism and malicious mischief insurance on its property. The amount of insurance at all times shall be representative of the insurable values installed or constructed.
- (v) Business interruption insurance coverage in an amount sufficient to cover such loss of revenues, for the period of time which it would take, under normal circumstances, to repair or replace that part(s) of the Premises which is damaged and caused the loss of revenue.
- (vi) All policies other than those for worker's compensation shall be written on an occurrence basis.
- (vii) The coverage amounts set forth above may be met by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated.

f. During any term of this Lease, City shall maintain or cause to be maintained, in full force and effect and at its sole cost and expense, the following types of insurance:

(i) Worker's compensation insurance meeting applicable statutory requirements for Kansas Cities of the First Class.

(ii) Commercial general liability insurance with minimum limits of Five Hundred Thousand Dollars (\$500,000) insuring City against liability for personal injury, death or damage to personal property arising out of its use of the Premises.

g. Named Insures: All policies, except for fire, extended coverage and vandalism and malicious mischief, business interruption and worker's compensation policies, shall name City as an additional insured (herein referred to as the "Additional Insured"). City will be named as Additional Insured on Company's coverage with respect to indemnification contained in this Agreement.

h. Evidence of Insurance: Certificates of Insurance for each insurance policy required to be obtained by Company in compliance with this paragraph, shall be filed and maintained with City annually during the term of the Lease. Company shall immediately advise City of any claim or litigation filed against the Company in any manner relating to the Company's use of the Premises.

i. Cancellation of Policies of Insurance: The Certificate of Insurance shall contain the following:

“At least thirty (30) days prior written notice shall be given to City by the insurer of any intention not to renew such policy or to cancel or replace same.”

j. Insurance Companies: All insurance shall be effected under valid and enforceable policies, insured by insurers licensed to do business by the State of Kansas or surplus line carriers on the State of Kansas Insurance Commissioner’s approval list of companies qualified to do business in the State of Kansas.

k. Contractors: Company shall require that each and every one of its contractors and their subcontractors who perform work on the Premises to carry, in full force and effect, worker’s compensation, comprehensive general liability and automobile liability insurance coverages of the type which Company is required to obtain under the terms of this paragraph with appropriate limits of insurance.

l. Any policy required to be obtained pursuant to this section 16 shall contain a waiver of subrogation in favor of the other party hereto to the extent required within the indemnification (item b) of this section.

18. Holding Over. Any holding over after the expiration of the term hereof, without the consent of the City shall be construed to be a tenancy from month to month and shall otherwise be for the term and on the conditions herein specified, so far as applicable.

19. Acceptance of Premises. The Company acknowledges that it has carefully examined the Tower and Premises and is fully aware of the condition of the same and by taking possession and use of the Tower and Premises, Company accepts the

Premises in the condition existing as of the Commencement Date. The Company further acknowledges that the City has made no warranties or representations as to the condition of the Tower or Premises or as to the fitness of the same for the Company's intended use of thereof.

20. Notices. All notices, requests, demands, and other communications hereunder shall be in writing and shall be deemed given if personally delivered or mailed, certified mail, return receipt requested, to the following addresses:

To City:	City Clerk 806 Second Avenue Dodge City, Kansas 67801	Emergency Phone Numbers _____ _____
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With Copy To:	City Attorney 806 Second Avenue Dodge City, Kansas 67801
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If to Company:	WestLink Communications, LLC Attn: Richard K. Veach P.O. Box 707 120 W. Kansas Avenue Ulysses, Kansas 67880	Emergency Phone Numbers <u>(620) 575-5294 Paul Otter</u> <u>(785) 365-5005 Bill Hayden</u> <u>(620) 356-3211 24-hour</u>
----------------	-------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------

With Copy to:	WestLink Communications, LLC Attn: Bill Hayden 1106 E. 26 th Street, Suite 10 Hays, Kansas 67601
---------------	----------------------------------------------------------------------------------------------------------------------

21. Assignment and Subletting. Company shall not assign this Lease in whole or in part, or sublet all or any part of the Premises or Tower without the City's prior written consent, which consent will not be unreasonably withheld, conditioned or delayed; provided, however, that Company will have the right, with notice, but without consent of City, to sublease the leased premises or assign its rights under this Lease in

whole or in part to: (a) any entity controlling, controlled by or under common control with Company, (b) any entity acquiring substantially all of the assets of Company; or (c) any entity that is authorized by Company to sell telecommunications products or services under the Company name. Consent by City to any assignment or subletting shall not constitute a waiver of the necessity of such consent for any subsequent assignment or subletting. This prohibition against any assignment or subletting shall be construed to include a prohibition against any subletting or assignment by operation of law. If this Lease is assigned, or if the Premises or Tower or any part thereof is sublet or occupied by anyone other than Company, City may collect Base Rent and Additional Rent from the assignee, subtenant or occupant and apply the net amount collected to the Base Rent and Additional Rent and other obligations of Company hereunder reserved, but no such assignment, subletting, occupancy or collection shall be deemed a waiver or release of Company from the further performance by Company of the covenants on the part of Company hereunder contained. Notwithstanding any assignment or sublease, Company shall remain fully liable on this Lease and shall not be released from performing any of the terms, covenants and conditions of this Lease.

Any person or entity to which this Lease is assigned pursuant to the provisions of the Bankruptcy Code, 11 USC Sections 101, et seq., shall be deemed without further action to have assumed all of the obligations of Company arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand, execute and deliver to City an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment

paid to City, shall be the exclusive property of City, and shall not constitute property of the Company or of the estate of company within the meaning of the Bankruptcy Code. Any monies or other considerations constituting City's property under the preceding sentence not paid or delivered to City shall be held in trust for the benefit of City and be promptly paid to City.

22. Successors and Assigns. This Lease shall be binding on and inure to the benefit of the parties, their respective heirs, personal representatives, successors and assigns.

23. Non-Waiver. Failure of either party to insist on strict performance of any of the conditions, covenants, terms or provisions of this Agreement or to exercise any of its rights hereunder shall not waive such rights, but either party shall have the right to enforce such rights at any time and take such action as might be lawful or authorized hereunder, either in law or equity. The receipt of any sum paid by Company to City after a breach of this Agreement shall not be deemed a waiver of such breach unless expressly set forth in writing.

24. Optional Termination. City or Company shall have the option of terminating this Lease if Company loses its license to provide PCS/cellular services for any reason, including, but not limited to, nonrenewal, cancellation, or expiration of its license.

25. Taxes.

a. Company shall be responsible for all real and personal property taxes (or payments in lieu of taxes) and assessments for the Premises and Tower,

including but not limited to real and personal property taxes if any, which may be assessed during the term of this Lease and which arise from the Company's lease of the Premises and Tower from the City; provided, however, City shall require any other users of the Tower or Premises, except any such user which is not paying Rent, to share and pay, on a pro rata basis with Company the foregoing taxes. The Company's tax reimbursement payment to the City shall be due within 60 days after receipt of satisfactory documentation indicating calculation of Company's share of the real estate taxes and payment of the real estate taxes by City. City will pay when due all other real estate taxes and assessments attributable to the City's property. Company shall pay all taxes on its personal property on the Premises.

b. Company shall indemnify City from any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses (including, without limitation, reasonable fees and expenses of attorneys, expert witnesses and consultants), which may be imposed upon, incurred by or be against Company in relation to the taxes owed or assessed on the Premises directly resulting from the use/occupancy of the Premises by Company.

c. If the methods of taxation in effect at the Commencement Date of the Lease are altered so that in lieu of or as a substitute for any portion of the property taxes and special assessments now imposed on property there is imposed a tax on or against the rentals provided by Company to City, Company shall pay those amounts in the same manner as provided for the payment of real and personal property taxes.

d. In the event City collects rental payments from leases of additional space on the Tower or Premises to another user, any taxes due pursuant to Paragraph (a) above shall be divided between Company and any such other users on a pro rata basis.

26. Miscellaneous:

a. City and Company represent that each, respectively, has full right, power and authority to execute this Lease.

b. This Lease constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements of any kind. There are no representations or understandings of any kind not set forth herein. Any modification of or amendment to this Lease must be in writing and executed by both parties.

c. This Lease shall be construed in accordance with the laws of the State of Kansas.

d. If any provision of this Lease is found to be void or invalid, such invalidity shall not affect the remaining provisions of this Lease, which shall continue in full force and effect.

e. Company upon paying the Rent and otherwise being in compliance with the terms of this Lease, shall peaceably and quietly have, hold and enjoy the Premises.

f. The absence of public notice or public recording of this Agreement shall not effect the enforceability of any term of this Agreement as between the Company and the City.

This Lease is executed as of the dates set forth below.

CITY:

City of Dodge City, Kansas

COMPANY:

WestLink Communications, LLC

By _____
Mayor



Richard K. Veach, CEO

ATTEST:

Nannette Pogue, City Clerk

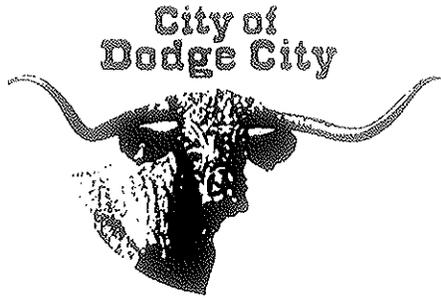
Catherine Moyer, Dir. Legal & Regulatory

Dated this _____ day of _____, 2008.

Dated this 7th day of January, 2008.

Approved As To Form By:

City Attorney



January 15, 2008

MEMO

TO: Ken Strobel, City Manager

FROM: Nannette Pogue, City Clerk

SUBJECT: Vehicle Impoundment Ordinance

Attached is an ordinance that adds to the language already in the City of Dodge City Code regarding impoundment of vehicles. The ordinance authorizes the police department to impound any motor vehicle which is not properly registered, or for which a certificate of title has not been issued or which does not display the appropriately assigned license plate.

The request was made by Terry Malone, the prosecuting attorney, because of the frequency that the police encounter vehicles which are driven by non-owners and which are not properly registered and display upon them either a license plate which has been expired for several months or which belong to another vehicle. In almost all of these cases, the vehicle is uninsured. It is unlawful for a vehicle that is not properly registered or does not properly display a current license plate to be operated upon the city streets or highways. It is important that the police department have the ability to remove these vehicles from the streets in order to protect the public

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

ORDINANCE NO. 3454

An Ordinance Amending Chapter 14, Article 3 regarding Impoundment of Motor Vehicles

Be it Ordained by the Governing Body of the City of Dodge City:

Section 1. Chapter 14, Article 3, Impoundment of Motor Vehicles be amended by deleting the current 14-302 (c) and adding the following

14-302. Impounding Vehicles.

(c) any motor vehicle which:

- (1) Is subject to removal pursuant to K.S.A. 8-1570, or 8-1102, or
- (2) Is subject to seizure and forfeiture under the laws of the state, or
- (3) Is subject to being held for use as evidence in a criminal trial, or
- (4) Any motor vehicle operated or parked upon any highway, which is not registered, or which registration has expired, or for which a certificate of title has not been issued or which does not have attached thereto and displayed thereon the license plate or plates assigned thereto by the Kansas Division of Motor Vehicles or by any other state for the current registration year, including any registration decal required to be affixed to each license plate pursuant to K.S.A. 8-134, and amendments thereto, subject to the exemptions allowed in K.S.A. 8-135, 8-198, and 8-1751 (a) and amendments thereto. No impoundment is authorized for an expired license plate, unless the plate has been expired for at least 90 days.

Section 2: This ordinance shall take effect following its publication in the official newspaper as required by law.

Passed by the City of Dodge City Governing Body in regular session and approved by the Mayor this _____ day of _____, 2008.

Mayor

ATTEST:

City Clerk

Memorandum

January 11, 2008

TO: Ken Strobel, City Manager

FROM: Joseph E. Finley, P.E., Director of Engineering Services 

RE: Change Order #12 & Final Wyatt Earp Phase I ST0201

Attached for your review and approval is the final change order for the above referenced project. The change order is for a decrease of \$100,436.10.

The change order is explained in detail in the attached documentation prepared by Cook Flatt & Strobel. The project was completed for \$ 5,148,505.37 which was \$ 75,800.00 under the original bid by Dobson Brother's Construction.

Staff would recommend approval of this change order as submitted. Should you have any questions, please let me know.

JF/mjr

CHANGE ORDER

Change Order No.12 & Final

Sheet No. 1 of 1

Wyatt Earp Boulevard

Reconstruction, Phase I

To: Dobson Brothers Construction Company Contractor

CFS No. 06-012

You are hereby directed to make the following changes from this contract

1. Description and Reason for Change: (attach Supplemental Sheets if Required)

See attached sheet for explanation for added items 146-152

2. Estimate of Cost of work affected by this Change Order.

Est. Line No.	Item Description	Units Previously Provided For	Units Constructed	Units Overrun Underrun Contingent	Agreed Unit Price	Amount of Overrun	Amount Of Underrun
3	Common Excavation	12744 CY	12745.96	1.96	3.50	6.86	
4	Rock Excavation	10400 CY	10430.21	30.21	15.00	453.15	
8	Water (Grading) (Set)	1 CY	45	44	22.00	968.00	
11	Hot Mix Asphalt Comm. Gr. Class A	2406 Ton	1295.85	1,110.15	85.00		94,362.75
12	Combined Material	31 Ton	0	31	45.00		1,395.00
13	Concrete Pavement (6") (AE)	2184.7 SY	2471.89	287.19	39.50	11,344.00	
14	Concrete Pavement (8") (AE)	611.5 SY	611.05	.45	45.00		20.25
15	Concrete Pavement (10") (AE) (NRDJ)	35230.3 SY	35776.51	546.21	42.00	22,940.82	
16	Combined Curb & Gutter (AE)	13335.9 LF	13929.90	594	14.00	8,316.00	
17	8" Protection Curb	53 LF	0	53	22.50		1,192.50
18	Brick Pavers	642.85 SY	671.02	28.17	140.00	3,943.80	
19	Sidewalk Construction	1498.4 SY	1505.57	7.17	35.50	254.54	
20	Sidewalk Ramp	831.1 SY	886.89	55.79	75.00	4,184.25	
21	Comb. Sidewalk & Retaining Wall	1116.8 LF	1050.5	66.30	90.00		5,967.00
22	Concrete Grade 4.0	102.9 CY	0	102.9	450.00		46,305.00
23	Cone. Grade 4.0 (AE)	60.6 CY	191	130.40	375.00	48,900.00	
24	Reinforcing. Steel Grade 60	18130 Lbs	18130.1	.10	0.95	.10	
28	Foundation Slab (Set)	1 CY	0	1	30.00		30.00
29	Granular Backfill Backwall Set	1 CY	0	1	35.00		35.00
30	Concrete. For Seal Course (Set)	1 CY	0	1	115.00		115.00
31	12" Entrance Pipe	396 LF	0	396	35.00		13,860.00
32	15" Storm Sewer	1592 LF	1670	78	39.00	3,042.00	
33	18" Storm Sewer	747 LF	772	25	42.00	1,050.00	
34	24" Storm Sewer	110 LF	113	3	50.00	150.00	
35	30" Storm Sewer	288	287	1	67.00		67.00
37	1.5 SF Storm Sewer RCP-HE	170 LF	192	22	56.00	1,232.00	
38	3.0 SF Storm Sewer	466 LF	462	4	70.00		280.00
39	5.0 SF Storm Sewer	108 LF	112	4	84.00	336.00	
40	7.0 SF Storm Sewer	358 LF	346	12	110.00		1,320.00
41	10.0 SF Storm Sewer	645 LF	638	7	131.00		917.00
42	12.5 SF Storm Sewer	768 LF	763	5	152.00		760.00
45	Inlet Type 22 Curb Mod. (Set)	1 EA	0	1	4,500.00		4,500.00
60	Fertilizer (16-20-0)	110 Lbs	105	5	2.10		10.50

Est. Line No.	Item Description	Units Previously Provided For	Units Constructed	Units Overrun Underrun Contingent	Agreed Unit Price	Amount of Overrun	Amount Of Underrun
61	Fertilizer (15-30-15)	94 Lbs	0	94	2.10		197.40
62	Ryegrass Seed	17 Lbs	19.38	2.38	10.50	24.99	
63	Foxtail Millet Seed	17 Lbs	8.5	8.5	10.50		89.25
64	Temp. Ditch Checks	20 LF	0	20	5.25		105.00
65	Temp. Inlet Sed. Barr.	3 EA	0	3	160.00		480.00
66	Temp. Slope Barrier	1 LF	3515	3514	2.50	8,785.00	
67	Sediment Removal	1 CY	0	1	27.00		27.00
68	Mulching (Temp.)	1.1 AC	0.55	.55	525.00		288.75
69	Fertilizer (12-12-12)	55 Lbs	0	55	3.15		173.25
70	Kentucky Bluegrass Seed (Baron)	11 Lbs	0	11	31.50		346.50
71	Turf-Type Tall Fescue (Rebel 11)	132 Lbs	127.48	4.52	15.75		71.19
72	Agricul. Limestone	715 Lbs	0	715	1.05		750.75
73	Mulching (Perm. Set)	1 Ac	0	1	210.00		210.00
75	Sign Post 2"	984 LF	964	20	5.25		105.00
76	Sign Post Footing	90 EA	88	2	10.50		21.00
77	Pavement. Marking White 4"	137 LF	0	137	1.95		267.15
78	Pavement Marking White 6"	2742 LF	3507	765	2.65	2,027.25	
79	Pavement Marking Yellow 4"	6438 LF	6327	111	1.95		216.45
80	Pavement Marking Yellow 12"	16 LF	23	7	9.50	66.50	
81	Pavement Marking White 24"	561 LF	551	10	12.50		125.00
82	Pavement Marking SY White Left Arrow	16 EA	18	2	150.00	300.00	
83	Pavement Marking SY White Right Arrow	5 EA	7	2	150.00	300.00	
86	Sign (Construction) (0.00-9.25 Sq. Ft.)	36000	25795	10205	0.05		510.25
87	Sign (Construction) (9.26-16.25 Sq. Ft.)	18720 EADA	31469	12749	0.10	1,274.90	
88	Barricade (Type III)	39600 EADA	12852	26848	0.30		8,054.40
89	Channelizer (Portable)	97200 EADA	1188853	21653	0.10	2,165.30	
90	Const. Warning Light	15120	0	15120	0.30		4,536.00
91	Arrow Display	720 EADA	1494	774	10.50	8,127.00	
93	Flagger (Set)	1 HR	114	113	12.00	1,356.00	
94	4" Solid Type I Tape	354 Sta/Line	424.1	70.10	85.00	5,958.50	
95	4" Solid (Type II Tape)	160.38	0	160.38	32.00		5,132.16
96	4" Broken (8.2') (Type I Tape)	3 Sta/Line	0	3	90.00		270.00
97	4" Broken (8.2') (Type II Tape)	21 Sta/Line	0	21	33.00		693.00
98	4" Dotted Ext. (Type I Tape)	0.2 Sta/Line	0	0.2	850.00		170.00
99	4" Dotted Extension (Type II Tape)	0.2 Sta/Line	0	0.2	850.00		170.00
100	Exist. Pavement Marking Removal	7200	7299	99	.40	39.60	
101	Pvt. Marking Symbol Temp. L & R Arrow	35 EA	0	35	70.00		2,450.00

Est. Line No.	Item Description	Units Previously Provided For	Units Constructed	Units Overrun Underrun Contingent	Agreed Unit Price	Amount of Overrun	Amount Of Underrun
102	Concrete Safety Barrier (Type F-3)	250 LF	138	112	32.50		3,640.00
103	Conc. Safety Barrier Type F3, Temp-Reloc.	125 LF	114	11	5.50		60.50
104	Const. Sign (Special)	48 EA	44	4	75.00		300.00
105	Project Signs Special	2 EA	0	2	685.00		1,370.00
106	12" Waterline	2680 LF	2549	131	55.00		7,205.00
107	8" Waterline	674 LF	483.9	190.10	52.50		9,980.25
108	6" Waterline	693 LF	559.6	133.40	42.00		5,602.80
109	4" Waterline	25 LF	10	15	41.00		615.00
110	16' Waterline	10 LF	0	10	90.00		900.00
111	12"x45 Degree Bend	6 EA	5	1	685.00		685.00
112	8"x45 Degree Bend	16 EA	13	3	220.00		660.00
113	6"x45 Degree Bend	2 EA	3	1	185.00	185.00	
114	12"x6" Tee	15 EA	10	5	425.00		2,125.00
116	10"x10" Tee	1 EA	0	1	430.00		430.00
117	16"x12" Cross	1 EA	0	1	1,300.00		1,300.00
118	12"x8" Cross	1 EA	0	1	575.00		575.00
120	8"x6" Reducer	2 EA	0	2	150.00		300.00
122	12" Gate Valve Assem	17 EA	19	2	1,700.00	3,400.00	
123	10" Gate Valve Assem	2 EA	0	2	1,250.00		2,500.00
124	8" Gate Valve Assem	8 EA	9	1	1,000.00	1,000.00	
125	6" Gate Valve Assem	15 EA	11	4	695.00		2,780.00
127	6" Plug	2 EA	1	1	100.00		100.00
128	12" Plug	1 EA	0	1	230.00		230.00
129	16" Long Sleeve	2 EA	1	1	1,250.00		1,250.00
130	10" Long Sleeve	2 EA	1	1	795.00		795.00
132	4" Long Sleeve	6 EA	4	2	580.00		1,160.00
135	Water Service Conn.	40 EA	33	7	1,905.00		13,335.00
136	Conc. Encas 8" Sewer	140 LF	160	20	42.00	840.00	
143	Temp. Gran. Surf.	1,500 CY	760.79	739.21	25.00		18,480.25
	Added Items:						
146	Ext. of Retaining Wall		32 LF	32	55.00	1,760.00	
147	Area Inlets		2 EA	2	1,850.00	3,700.00	
148	8" PVC Pipe		16 LF	16	10.00	160.00	
149	Removal of Additional Exist Structures		1 LS	1	10,500.00	10,500.00	
150	8 Sack Concrete		1 LS	1	2,802.00	2,802.00	
151	Hydro-Mulch		1 LS	1	4,620.00	4,620.00	
152	Additional Temp. Pavement Markings		1 LS	1	4,215.44	4,215.44	
153	Relocate Cont. Pad		1 LS	1	1,810.20	1,810.20	
	TOTAL					172,539.20 Overruns	272,975.30 Underruns

Recommended for Approval:
Cook, Flatt & Strobel Engineers, P.A.

Contractor Dobson Brothers Construction

Signed By _____

Date _____

By: _____
Melvin D. Chapman, P.E.

Approved:

Owner City of Dodge City

Date December 31, 2007

Signed By _____

Date _____

EXPLANATION FOR CHANGE ORDER NO. 12 & FINAL

New Item No. 146 – Extension of Retaining Walls - This item was required to complete the retaining wall replacement at the Coors distribution property.

New Item No. 147 – Area Inlets - This item was added at the request of the City for inlets between the Coors and Doc Holiday Liquor properties and an inlet between 4th & 5th Streets on the south side.

New Item No. 148 – 8" PVC Pipe - This item was installed to connect new area inlet at Doc Holliday Liquor Parking lot into a storm sewer pipe.

Item No. 149 – Removal of Additional Existing Structures -This entails extra work for the removal of sign bases and pieces of pipe which were not indicated on the plans but encountered during construction.

New Item No. 150 – Eight Sack Concrete (264 CY) - This item was required to limit the time that entrances were out of services.

New Item No. 151 – Hydro-Mulch - This was approved to aid in getting the new seeded areas growing.

New Item No. 152 – Additional Temp. Pavement Markings – This work was required because of traffic shifts during construction on four return trips for the painting subcontractor.

New Item No. 153 – Relocate Traffic Controller Pad – This work was required to move a traffic controller away from a proposed inlet.

All remaining item changes listed are the results of underruns or overruns of the original contract amounts and/or revised amounts due to previous estimated change orders.



Offerton Park Parish Council
Craig A. Ainsworth (Parish Clerk)
c/o Stockport Council, Chief Executive's
Directorate, Town Hall, Stockport, SK1 3XE

Tel: 0161 474 3204
e-mail: clerk@offertonparkparishcouncil.org.uk
web: www.offertonparkparishcouncil.gov.uk

E. Kent Smoll (Mayor)
City Hall
806 Second Avenue
Dodge City
KS 67801

Date: 21 November 2007
My Ref: CAA

Dear Sir/Madam

"Invitation for twinning with Offerton Park Parish Council"

The Offerton Park Parish Council here in Stockport, England (an area which I'm aware you know has strong historical connections with the Dodge Family), wishes to establish closer links with the City of Dodge and build upon the 'Friendship Charter', which I understand already exists between Stockport Council and yourselves. In particular, the Parish Council would like to explore the potential for a formal twinning arrangement to cement our shared history.

The Parish was created on the 1 April 2002 and is represented by ten Parish Councillors elected every four years. Parish councils are the first tier of local government in England and Wales and are closest to the people. They are responsible for the most local of matters and are elected units of local government whose activities are controlled by Acts of Parliament. Parish Councils have a number of basic responsibilities, including delivering services to meet local needs; striving to improve quality of life in the community and have the power to provide certain services locally, for example, make road changes such as introducing speed bumps or take charge of running the local leisure centre.

The Parish is situated approximately two miles east of the centre of Stockport and is predominantly residential although there are high level of green space within and surrounding the Parish with the hills of the Peak District National Park surrounding it to the east and has a population of almost 4,000.

If the City of Dodge accepts our invitation, a delegation would be more than happy to visit you in spring next year to highlight and further promote our historical relationship.

I look forward to hearing from you

Yours faithfully



Notes

Notes

Briefing

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TOWN TWINNING

Town twinning is a concept whereby towns or cities in geographically and politically distinct areas are paired, with the goal of fostering human contact and cultural links. In Europe, such pairs of towns are known as twin towns, friendship towns or partner towns; in North America, India and Australasia, the term sister cities is used for the same concept;

PARTNERSHIPS AND TWINNING

UK local government is engaged in a wide range of partnerships with counterparts overseas. For most councils, in addition to trading links, the first significant form of international partnership came about through the twinning movement. Widely promoted at the end of the Second World War to contribute to peace and reconciliation, twinning has evolved to meet the needs of contemporary life styles in the twenty first century. With origins firmly rooted in friendship and culture, the UK's 2000 or so twinning links now include a wide range of themes and activities.

ESTABLISHING A LINK

There are many different types of partnership. Some are formal agreements or twinning links, involving the signing of a document, charter or memorandum of understanding, some involve time limited projects and some are informal links with no kind of written agreement or protocol.

However, whatever the nature of the link, it is important to consider the following principles:

- there should be common understanding between the partners;
- there should be effective communication;
- the aims and objectives of the partnership need to be clear and transparent; and
- mechanisms need to be in place to involve the wider community, if appropriate.

STEP ONE: Finding a partner

Finding the right partner and developing a successful link requires time and patience to get right. The LGA can help by providing a partner search service, working closely with counterpart organisations in the rest of Europe and the world. Applications may be made by local authorities or by community groups that have the approval of their local authority.

A simple questionnaire must be completed providing factual information about the applicant community and details of the type of partnership sought. This information is then compared with the list of applications from overseas communities seeking UK partners and, once a match has been made, communities are put in contact with each other.

STEP TWO: Exploratory visits

Potential partners should make contact with each other to check areas of common interest. Exploratory visits are a useful way to discuss individual aims and objectives for a partnership and to ensure there is consensus on the way forward. Before a visit, both sides should draw up a list of key questions and queries and undertake some basic research on each other's culture. It is also important to decide whether partners can work with the individuals concerned on a detailed project. By tactfully asking searching questions and taking notes and visual reminders of the area, the two sides should be able to decide whether they can work together.

STEP THREE: Formalise the relationship

Formalising a link is generally subject to the decision-making processes within a local authority and needs to be formally ratified. It is customary for twinned communities to have some sort of written agreement or charter, drawn up by both partners and signed by senior elected representatives from the two communities. The text of the charter may be in two languages, and each community should retain a copy. The document is not legally binding but should describe the rationale for setting up the link and reflect the interests and aspirations of both communities.

Agreements should cover a wide range of issues, in line with the philosophy that twinning should involve as many sections of the local community as possible and should not be restrictive. An agreement that relates solely to the development of educational or economic links would not be considered to be a twinning partnership.

As charters are intended to stand the test of time, they should be vague in content, rather than relate to specific projects, and should be personalised to reflect the nature of the two communities. In a formal sense, twinning links are indefinite and not bound by time. Any charter should be as relevant in 20 years' time as it is on the day it is agreed.

It is customary for charters to be formally signed at official ceremonies in both communities. While this procedure is important, in order to maximise the benefits of a visit to the partner community, the ceremony can be organised as part of a much wider programme, with a number of other activities, including future planning.

Charters may also be developed to reflect different types of links, such as informal, time limited or project specific. These are often referred to in a memorandum of understanding or cooperation.

STEP FOUR: Strategic Planning

To get the best from a partnership, it is important to make it accessible to all. A strategic approach should be adopted to ensure this happens.

A strategic plan should consist of three sections:

- the aims and objectives of the partnership, encompassing all aspects of the local organisation and community;
- a methodology, explaining how the aims and objectives will be achieved; and
- a list of desired outcomes and benefits, providing a starting point for the projects' review and evaluation. This will enable partners to include a wide range of services and people.

STEP FIVE: Follow up

Monitor activities, review procedures and improve as necessary. Continue to communicate aims, objectives and achievements to the wider community.

Extracted from the Local Government Association's (LGA) 'Partnership and Twinning' document.