

CITY COMMISSION AGENDA

City Commission Chambers
Monday, February 4, 2008 7:00 p.m.
MEETING #4697

CALL TO ORDER

ROLL CALL

INVOCATION: Dr. Jerry Ketner, New Hope on the Plains

PLEDGE OF ALLEGIANCE: Boy Scout Troop #168

PETITIONS & PROCLAMATIONS

Boy Scouts of America, Scouting Anniversary Week

National AMBUCS Month

State Sportsmanship Award to Pick Chiropractic, 5th & 6th grade Basketball Team

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

City Character Trait for February: **DEFERENCE**-Limiting my freedom so I do not offend the tastes of those around me. Presented by Jane Longmeyer, Human Resources Officer.

CONSENT CALENDAR

1. Approval of City Commission Work Session Meeting minutes, January 22, 2008
2. Approval of City Commission Meeting minutes, January 22, 2008
3. Appropriation Ordinance No. 3, February 4, 2008
4. Approval of Cereal Malt Beverage Application(s)
5. Approval of 2008 Trash Cart Purchase
6. Approval of APAC Proposal for Removal of Fuel Tanks, Pumps, and Other at 1111 West Wyatt Earp
7. Approval of Right-of-Way Acquisitions Process
8. Resolution Authorizing Ken Strobel to Sign Easement with Presbyterian Manor

ORDINANCES & RESOLUTIONS

Discussion and Possible Adoption of Smoking Ordinance

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Appointment to Boards & Commissions. Presented by Jane Longmeyer, Human Resources Officer.

Approval of 2008 Annual Street Program. Presented by Joe Finley, Director of Engineering Services.

Approval of Storm Drainage Improvements, 9th Ave. Drainage Ditch, SD 0703. Presented by Joe Finley, Director of Engineering Services.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, the Boy Scouts of America is a volunteer organization, and

WHEREAS, these volunteers selflessly serve young people in their communities through the organizations chartered by the Boy Scouts of America to use the program; and

WHEREAS, these men and women often neither receive nor seek the thanks of the public; therefore, be it

RESOLVED, that during the celebration of the 98th anniversary of the founding of the Boy Scouts of America, I, Kent Smoll, Mayor of Dodge City, designate February 3-9, 2008, as Scouting Anniversary Week and express the appreciation of our citizens to the volunteers of the Santa Fe Trail Council and the Boy Scouts of America for their interest in and dedication to America's youth.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 4th day of February, 2008.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

PROCLAMATION

WHEREAS: AMBUCS, American Business Clubs, Inc. is dedicated to creating independence for people with disabilities; and,

WHEREAS: the recognition of AMBUCS as an organization making an important difference in communities across the United States as a noteworthy event; and,

WHEREAS: The Dodge City AMBUCS is a chapter now celebrating 24 years of service; and,

WHEREAS: AMBUCS displays a proud record of providing scholarships for training young people as therapists for people with disabilities; and

WHEREAS: The Dodge City Chapter has various community projects in which they participate.

NOW, THEREFORE, BE IT RESOLVED that I, E. Kent Smoll, Mayor of the City of Dodge City, Kansas, do hereby proclaim the month of February, 2008 as:

NATIONAL AMBUCS MONTH

in Dodge City, Kansas and urge all citizens to become more aware of the altruistic service and the wholesome up building of communities they render.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 4th day of February, 2008.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

Proclamation

A PROCLAMATION OF SUPPORT FOR THE DODGE CITY PARKS & RECREATION SPORTSMANSHIP PROGRAM

WHEREAS, The City of Dodge City recognizes the need for a safe and positive atmosphere for everyone involved in Youth Sports; and

WHEREAS, the City of Dodge City believes young children must be given the opportunity to develop motor skills and sports specific knowledge with their parents in a structured program before they enter organized sports; and

WHEREAS, the City of Dodge City believes in the benefits and attraction of youth sports as a means to teach children of this community values and skills that will be of benefit to them throughout their life; and

WHEREAS, the City of Dodge City believes that good sportsmanship from all who are involved in youth sports is vital in raising the standards in youth sports in our community; and

WHEREAS, the Pick Chiropractic team participating in the 2006-07 Youth Basketball League has been selected as the Kansas Sports team of the year for demonstrating outstanding sportsmanship.

NOW THEREFORE BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, in a regular meeting duly assembled, that the City of Dodge City governing body does hereby congratulate the coaches, team members and parents of the Pick Chiropractic youth basketball team for their outstanding achievement and express its support for the Parks and Recreation Sportsmanship program; and furthermore

I, E. Kent Smoll, by virtue of the authority vested in me as Mayor of the City of Dodge City, do hereby proclaim March 4th as "Sportsmanship Day" in Dodge City in connection with National Sportsmanship Day.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 4th day of February, 2008.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

February 2008

DEFERENCE

Limiting my freedom so I do not offend the tastes of those around me.

Five Concepts for Deference

1. **Mind Your Surroundings:** Know where things are, how to respect property, and what cultural expectation apply.
2. **Notice Others:** Be aware of others and what they are doing. Greet them, put them at ease, and understand by listening and observing.
3. **Respect Differences:** Recognize real differences, and engage others in conversations instead of arguments. Learn to see things as they see them.
4. **Consider Preferences:** Honor each person's personality, talents, tastes, and interests as you work and communicate.
5. **Seek Resolution:** When you cause or receive an offense, work through the situation, applying the principles of good character.

Build community by sharing time and space with others!

City Character Trait

CITY COMMISSION MINUTES
WORK SESSION

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

CALL TO ORDER

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

WORK SESSION

Dennis Veatch, Director of Development Services presented the Commission information on the Comprehensive Plan. The Commission gave Dennis direction to proceed with seeking proposals for completing Dodge City's Comprehensive Plan.

Ken Strobel, City Manager presented information on the Smoking Regulation. The City Commission gave direction for an Ordinance to be presented on the February 4th agenda.

ADJOURNMENT

Rick Sowers, Vice Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Commission Chambers

Tuesday, January 22, 2008 7:00 p.m.

MEETING #4695

CALL TO ORDER

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

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).

Larry Gerber: quoted from Thomas Jefferson.

Vernon Bogart: taxpayer in Ford County and Dodge City, talked about Special Events Center and Expo Center

Jim Schroeder: questions about West Wyatt Earp project. Is there something that he needs to be doing to negotiate? Ken Strobel will call Jim Schroeder.

Mark Bruton: Physical Education teacher at Dodge City High School-talked about Smoking Regulation.

Larry Gerber: corrected Mr. Bruton about the warnings on cigarette packages.

CONSENT CALENDAR

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

Commissioner Sherer moved to approve the Consent Calendar, seconded by Commissioner Lee, vote 4-0.

ORDINANCES & RESOLUTIONS

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

Commissioner Lembright moved to pass Ordinance No. 3454, seconded by Commissioner Sherer, vote 4-0

UNFINISHED BUSINESS**NEW BUSINESS**

Change Order #12 for Wyatt Earp Phase I in the amount of \$100,436.10. Jim Schroeder asked about painting islands on Wyatt Earp. Commissioner Lee moved to approve, seconded by Commissioner Lembright, vote 4-0.

The invitation for twinning with Offerton Park Parish Council, Stockport, England, was discussed and the census by the commission was to pursue the twinning of the two cities.

OTHER BUSINESS

City Manager Report: Tri-City Meeting with Dodge City, Garden City, and Liberal will be held on January 29th at the Mariah Hills Golf Course at 6:30 p.m.

Dodge City Night in Topeka will be February 25th at the Agriculture Hall at the Kansas Expocentre starting at 5:45 p.m.

Incident Command System Training is being held at the Ford County Rose Room January 22nd and January 23rd, many department heads and other key personnel are being trained in case of a disaster.

Ken attended County Commission meeting this morning. The second Casino (Joseph Group) presented information to the Commission.

CFAB meeting was held on January 17th.

Court statistics: Dodge City has recorded the highest number of DUI's. Publicly thanked City prosecutor, City Court Staff, and Police Department.

City Commissioners: Terry Lee: Extended sympathy to Oakley Ralph's family and Brad Ralph. He thanked candidates who filed to run for City Commission. He didn't file again and it was a difficult decision, but thanked supporters.

Commissioner Sherer: Read letter from J. C. Robertson regarding Amtrak station and thanked Mr. Salisbury for his assistance at the Depot. He thanked volunteers at train station. Condolences to Ralph family.

Vice Mayor, Rick Sowers: Informed Commission on CFAB meeting. Thanked Chairman Goodnight for asking for future meeting with city regarding endorsement of casino.

Commissioner Sherer moved to adjourn the meeting, seconded by Commissioner Lee.

Rick Sowers, Vice Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Commission
Ken Strobel, City Manager*

*From: Mike Klein, Supt. of Public Works
Corey Keller, Sanitation Foreman*

Date: Tuesday, January 29, 2008

*Subject: 2008 Trash Cart Purchase
2008 Budget Fund and Amount
Sanitation Fund, \$ 60,000.00*

Annually the Sanitation Department replaces the old style trash carts with a new style cart. The carts being replaced are by specific routes or as needed basis. The old trash carts are no longer manufactured and the new carts are compatible with our new side load truck. This process of replacing trash carts has been in the process for several years. The old style trash carts being replaced will be utilized for grass carts which are compatible with our rear load grass truck. Currently we have 4,000 grass carts, 4,600 trash carts and 1100 dumpsters in the sanitation system.

The bids received are as follows:

Toter, Incorporated
Statesville, NC

1176, 96 gallon trash carts	\$ 45.50 ea.	\$ 53,508.00
<i>Carts shipped 588 per truck load</i>		
<i>Freight price is for 2 loads</i>	Freight	\$ 2,920.00
	Total	\$ 56,428.00

Key Equipment & Supply Co.
Maryland Heights, MO.

1008, 95 gallon trash carts	\$ 52.00	\$ 52,416.00
<i>Carts shipped 504 per truck load</i>		
<i>Freight price is for 2 loads</i>	Freight	\$ 3,948.00
	Total	\$ 56,364.00

Based on the bids received staff would recommend Toter Incorporated of Statesville, NC for the purchase of 1176, 96 gallon trash carts for a total bid of \$ 56,428.00. This purchase is \$ 3,572.00 under budget. If you have any questions, or need additional information please contact my office.

**City of
Dodge City**



COPY

MEMO

TO: Ken Strobel, City Manager

FROM: Nannette Pogue, Finance Director/City Clerk *NP*

SUBJECT: Approval of Contract with APAC

Since the first phase of Wyatt Earp is complete, we have placed the sale of the land that we acquired with Brian Delzeit, Coldwell Bankers. One of the sites we wish to sell is the former K's Korner at 1111 W. Wyatt Earp. This piece of property is the home to 3 underground fuel tanks along with pumps and lines. In discussing this property with Brian he and his colleagues felt that we would be better able to sell the property if these pumps were gone. He said potential owners and/or financiers would not want the liability of these underground tanks. Even though the City never used those tanks as owner of the property and should not be liable, since we are the City, we probably would be. After lengthy discussion we felt the best avenue was to have the tanks removed. We sought a proposal from APAC to remove the fuel tanks, pumps, product lines and islands. APAC is the only local company that is certified by KDHE to remove the underground fuel tanks.

The proposal is in the amount of \$25,850. Joe Finley and Mr. Delzeit have both reviewed the bid and we would recommend it be accepted and direct APAC to proceed with the work.

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



P.O. Box 668
 Dodge City, KS 67801
 620-227-6908
 Fx 620-227-6819
 # 08006

PROPOSAL and CONTRACT

To: City of Dodge City
 Nannette Pogue
 806 Second Ave.
 Dodge City, KS, 67801

Effective Date: Jan. 28, 2008

APAC Kansas Inc., Shears Division, offers to furnish all labor, materials and equipment required for the performance of the following described work in connection with tank removals located at former service station at 11th Ave. and W. Wyatt Earp Blvd. in Dodge City.

Description of Work and Price:

Rem. & Rep. 6" Concrete Pavement	195 SY	@ \$ 59.00	\$ 11,505.00
Tank Removal & Backfill	LUMP SUM		\$ 14,345.00
	TOTAL		\$ 25,850.00

Scope of work includes remove & replace concrete pavement with wire mesh reinforcement. remove 3 each fuel tanks, (6000, 8000 & 10000 gal.) remove pumps and product lines per KDHE requirements. Tanks to be disposed of at Maupins Salvage in Dodge City. Additional excavation which may be required by KDHE due to soil contamination will be at APAC's hourly equipment rates, in addition to the above quote. Due to safety issues, we will request 11th Ave be closed from Wyatt Earp Blvd. to Trail St. during removals.

Unless the words "Lump Sum" appear next to an item of work, it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices for actual quantities of work performed by APAC.

This proposal expires thirty (30) days from the effective date of this Proposal.

If you agree to these terms, prices and conditions, including the terms and conditions on the reverse side, please acknowledge acceptance by signing in the space provided and return the original hereof to us, retaining a copy for your files. The person signing for you below represents that he or she is fully authorized to enter into this Agreement.

Very truly yours,

ACCEPTED:

 (Firm Name)

Darrell Burkhart

By: _____
 (Name and Title)

 (Date)



TERMS AND CONDITIONS - Proposal and Contract

Payment in full for all work performed hereunder during any month shall be made not later than the tenth (10th) day of the month next following. Final and complete payment for all work performed hereunder shall be made not later than fifteen (15) days after the completion of such work. Interest at the highest rate allowable under the laws of the in state which the work is done, or one and one half percent (1½%) per month, whichever is less, shall be charged and paid on all unpaid balances from the due date to the date we receive payment. You agree to pay in full all costs and expenses incurred by APAC in collecting the amounts owed by you under the Agreement, including any and all court costs and attorneys' fees. Payments received will be applied against open items on unpaid invoices in an order and sequence determined by APAC in its sole discretion. Any monies paid to you for our work shall be held in trust for our benefit.

We shall not become obligated to perform the work called for under this Proposal and Contract until we check and approve your credit. This Proposal and Contract shall be null and void if your credit is not approved. If credit conditions become unsatisfactory at any time prior to our completion of the work hereunder, you will furnish adequate security upon our request. To the extent you fail to provide adequate security, we may stop work.

This document is the full agreement between us, regardless of any prior proposals or communications. Any deviations from the specifications or modification of the terms of this contract and any extra or incidental work, or reductions in work, shall be set forth in writing and signed by both parties prior to the making of such change. We will be compensated for any increase in our costs caused by such change, on the basis of the increase plus ten percent(10%) profit. If a time is set for the performance of work, and if, in our judgment, such change or other circumstances beyond our reasonable control will increase the time necessary for our performance, we will be granted a reasonable extension of time.

We will provide and pay for Workers' Compensation covering our employees, as well as General Liability and Property Damage Insurance. You agree to carry General Liability and Property Damage Insurance sufficient to protect yourself against any and all claims and liabilities arising from the performance of the work, including but not limited to claims arising under your agreement to indemnify and hold us harmless under this contract.

We shall be provided with suitable access to the work area. If our work is dependent upon or must be undertaken in conjunction with the work of others, such work shall be so performed and completed as to permit us to perform our work hereunder in a normal uninterrupted single shift operation.

Unless a time for the performance of our work is specified, we shall undertake it in the course of our normal operating schedule. We shall not be liable for any failure to undertake or complete the work for causes beyond our control, and we may suspend the work for causes beyond our control, including but not limited to fire, flood or other casualty; the presence on or beneath the work site of utilities, facilities, substances, or objects, including but not limited to any substance that in our opinion is hazardous or toxic or the reporting, remediation, or clean-up of which is required by any law or regulation (together "subsurface conditions"); labor disputes or other disagreements; and accidents or other mishaps, whether affecting this work or other operations in which we are involved, directly or indirectly.

If for causes beyond our control our work is not completed within twelve (12) months after the date of your acceptance of the proposal, we may cancel this agreement at any time thereafter on ten (10) days notice. In such event (i) we shall be relieved of any further obligation with respect to the balance of the work; and (ii) we shall be entitled to receive final and complete payment for all work performed by us to the date of cancellation within fifteen (15) days thereafter.

We shall not be responsible for, and you agree to indemnify and hold us harmless from, any suit, claim, liability, cost or expense arising from or in any way related to: sidewalks, driveways or other improvements located within our work area or designated areas of access, and to adjacent property and improvements; subsurface conditions; and any and all other alleged damages to persons or property, including but not limited to personal injury and death, arising from the performance of the work, unless such alleged damages arise from our sole negligence. You further agree to indemnify and protect us and save us harmless from any and all loss, damage, costs, expenses and attorney's fees suffered or incurred on account of your breach of any obligations and covenants of this contract. It is further understood that we shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our reasonable control, including but not limited to design, failure of subgrade or other subsurface conditions, or failure or inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken or work performed under adverse weather conditions. You agree that the proper jurisdiction and venue for adjudication concerning this contract is Reno County, Kansas, and you waive any right to jurisdiction and venue in any other place.

Memorandum

To: Ken Strobel
City Manager

From: Joseph E. Finley, P.E. *JEF*
Director of Engineering Services

Date: January 30, 2008

Subject: Certification of Real Property Acquisition Procedures
Wyatt Earp Boulevard Phase II

Attached please find KDOT Form 1306 for review and approval by the City Commission. As this project is receiving Federal Funds, KDOT requires that the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act be followed when acquiring both permanent and temporary easements.

By signing this agreement we are certifying that the policies were followed as outlined on the attached check list. I believe that all applicable guidelines have been followed by Land Acquisitions Incorporated, LLC and would therefore recommend signing this document. As I am not sure of the exact date that the actual payment for the properties that are being acquired by eminent domain, I would request that this be left blank until the actual payment is made.

Should you have any questions, please let me know.

STATE OF KANSAS
CITY FEDERAL AID PROJECTS
RIGHT-OF-WAY CLEARANCE

CERTIFICATION BY THE CITY TO THE KANSAS DEPARTMENT OF TRANSPORTATION
OF REAL PROPERTY ACQUISITION PROCEDURES
AND UTILITY ARRANGEMENTS

November 13, 2006

PROJECT NUMBER 29 U-2216-01
CITY City of Dodge City

WHEREAS: Said improvement is located at Wyatt Earp Blvd. from 14th Avenue W. to WCL, and
 WHEREAS: Said improvement consists of grading, surfacing, Seeding, PM, SN, hereinafter referred to as Project,
 WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, as agent for the City of Dodge City, Kansas, hereinafter referred to as the City, has reviewed said plans, specification and estimates which are ready for final approval by the Secretary, and has entered into an agreement with the City, and
 WHEREAS: The above referenced agreement requires the City to certify compliance with Kansas Department of Transportation and Federal Highway Administration Right-of-Way Acquisition procedures.

NOW THEREFORE, THE CITY HEREBY CERTIFIES:

1. That all of the right-of-way (R/W) and easements for borrow pits, channel changes, and/or other construction as indicated on the plans as necessary for the construction of the Project have been acquired, including legal and physical possession, evidenced by said documents being recorded in the Register of Deeds office. All acquisitions were completed by the City in compliance with the Federal Uniform Relocation Assistance and Real Property Acquisitions Policies Act of 1970 (42 U.S.C. 4601 et seq.) and amendments thereto, BLP MEMOS 99-2 and 02-11 and Attachments 1 through 9, and the Federal Highway Administration's booklet entitled, *Real Estate Acquisition Guide for Local Public Agencies*.

2. That the total number of tracts acquired equals

	<u>37</u>
A: Number of tracts purchased	<u>28</u>
B: Number of tracts condemned	<u>9</u>
C: Number of tracts donated	<u>0</u>

3. If buildings, structures, or other improvements owned by a tenant or landowner were acquired or relocated, the Bureau of Right of Way of the Kansas Department of Transportation was contacted for guidance as to the proper procedures.

A: Number of tracts with relocation	<u>1</u>
B: Were buildings, structures, or other improvements involved in this project?	YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>

4. If the new R/W or permanent easement acquired for the Project is adjacent to, along, or abutting KDOT highway R/W, copies of the deeds and plan sheets showing the applicable R/W tracts shall be submitted to KDOT Bureau of Local Projects.

Was new R/W or permanent easement
acquired adjacent to, along, or abutting
KDOT highway R/W?

YES NO

5. Records will be maintained on file for at least three (3) years after the acquiring agency has been notified that the Project has been accepted by the Kansas Department of Transportation.
6. Any companies owning or operating utilities or other facilities within the limits of the Project, have been contacted and the facilities have been relocated, or arrangements made and/or plan notes indicating the moving, removing, or adjusting of such facilities, as may be necessary, upon due notification of such companies by the City, (D.O.T. Form No. 1304, attached hereto, lists such companies with headquarters' addresses and gives the status of relocations
7. That City funds will be available for the matching of State and/or Federal funds to finance construction work on this Project.

BE IT RESOLVED: The City makes the above certification and the Secretary can proceed in accordance with the provisions of the agreement for the above referenced Project.

Adopted this _____ day of _____, 20____, at _____, Kansas.

Approved:

City Engineer

Mayor - Chairperson City Commission/Council

City Clerk

Commission/Council Member

SEAL

REAL PROPERTY ACQUISITION CHECKLIST

City of Dodge City

Project Number: 29 U-2216-01

	<u>Yes</u>	<u>No</u>
1. Property owner provided written information about acquisition (brochure)?	<u>x</u>	
2. Appraiser Name: <u>Peter Hopkins</u> (Qualified) <u>Gerald Cain for waivers</u>	<u>x</u>	
3. Review Appraiser Name: <u>Michael McKenna</u> (Qualified)	<u>x</u>	
4. KDOT suggested Forms utilized?	<u>x</u>	*
5. Owner given opportunity to accompany the appraiser?	<u>x</u>	
6. Review appraisal completed and just compensation established?	<u>x</u>	
7. Valuation "Uncomplicated and \$10,000 or Less"	<u>x</u>	*
7a) KDOT Form utilized?		<u>X</u>
8. Written offer of compensation made?	<u>x</u>	
9. Correct interest acquired and recorded?	<u>x</u>	
10. Written log kept of contact with owner?	<u>x</u>	*
11. Payment made prior to possession?	<u>x</u>	
12. Uneconomic remnant involved on project?		<u>x</u>
13. Offer made to acquire remnants?	<u>N/A</u>	<u>N/A</u>
14. Any partial or full donation?		<u>x</u> *
15. Any person unduly pressured to sign?		<u>x</u> *
16. Any displaced person or personal property required?	<u>x</u>	*
16a) KDOT advised prior to negotiations?	<u>x</u>	
17. Number of Tracts on Projects: <u>37</u>		
18. Tract Number Reviewed: <u>37</u>		

* "No" Answers are acceptable

City of Dodge City

Memorandum

To: Ken Strobel
City Manager

From: Ray Slattery, P.E.
City Engineer

Date: January 30, 2008

Subject: Annual Street Program

Below please find Staff's recommendations for the 2008 Street Program. The major focus will be on maintaining and reconstructing our residential asphalt streets. This year's program will consist of three major projects; Street Sealing Program, Asphalt Street Reconstruction Program, and 6th Ave. Reconstruction. There will also be some smaller maintenance projects; Concrete Street Repairs, Brick Street Repairs, Traffic Signal Improvements, Sidewalk Construction/Repair, and Traffic Markings. The program also includes the design phase of the reconstruction of Trail St., from US56/US 400 intersection (Over Pass) to 14th Ave., and Comanche St., both two lane sections at each end of town.

Also included in this year's program, but not related to the city street system is the paving of some of the Roadways at the Cemetery along with the reconstruction of the Airport Road and Parking Lot.

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

1. 6th Ave. Reconstruction, Phase II; Plains St. to Frontview Rd. \$ 420,000

This would complete the funding for this project. The project would replace the existing asphalt pavement that is starting to fail with concrete from Frontview Rd. to Ross Blvd., a portion of which is adjacent to the new elementary school that is currently under construction. Phase I of this project was funded in 2007. Construction on Phase I was delayed after visiting with the school district and architect concluded that reconstructing 6th Ave. would probably slow the construction schedule of the new school. It was decided that delaying construction until the Spring of 2008 would not hinder the progress of the school's construction. Staff still believes it is important to have this roadway reconstructed before the new school opens.

2. 2008 Asphalt Street Sealing Program \$ 400,000

This is the 6th year of the Sealing Program. The 2008 phase of the Street Sealing Program will encompass all residential Streets north of US 50 and west of Ave. A. See the attached map of streets proposed for sealing. With the completion of this phase of the Asphalt Street Sealing Program, all the residential asphalt streets in town will have been sealed in the past six years. This does not include any asphalt street that may have been reconstructed during this time frame.

3. 2008 Asphalt Street Reconstruction \$ 325,000

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

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

<u>Street</u>	<u>From</u>	<u>To</u>
Fairway Dr. Marsha Ln.	Comanche St. Fairway Dr.	Ruth Ann Dr. Robin Rd.

4. Pavement Markings \$ 25,000

This money will be allocated for contractor work for pavement markings and striping on arterials or collector streets around town.

5. Concrete Street Repairs \$ 75,000

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

6. Brick Street Repairs \$ 75,000

This money will be allocated for contractor work for brick street repair, primarily on the designated historic brick streets.

7. Traffic Signal Repairs and Improvements \$ 25,000

The City Electrician will prioritize which intersections around town are in need of updating or major maintenance. This also includes the installation of traffic control cameras on an intersection.

8. 2008 Sidewalk Program \$ 75,000

This money would be divided between the Cost Share Program and sidewalk replacement on or near city owned property. A majority of the money would be for reconstructing sidewalks. For your information, the sidewalk along 3rd Ave. from Spruce St. to Front St. is one of the sidewalk projects scheduled to be let in 2008

9. Design of Trail St. \$ 125,000

This design work will be done by a consultant in preparation for reconstructing Trail St. Once designed the roadway may be reconstructed in phases, depending upon funding or turned into KDOT if funding becomes available.

10. Design of Comanche St \$ 125,000

This design work will be preformed by a consultant in preparation for reconstructing both ends of Comanche St. Once designed the roadway may be reconstructed in phases, depending upon funding or turned into KDOT if funding becomes available. This is also in preparation of any future development along or near both sections of this roadway.

11. Cemetery Roadway Paving \$ 100,000

This will continue the project that was started in 2002. An asphalt mat will be placed over the existing lane. The existing asphalt milling, road gravel surface will be used as the base for the new asphalt mat. If a new lane is constructed into a new division, provisions will be made to stabilize the base material.

12. Reconstruction of the Airport Entrance Road and Parking Lot \$ 1,375,000

This project consists of reconstructing the entrance road and parking lot of the Airport. The process used will be similar to that of reconstructing our residential streets; the thickness of the asphalt will be thicker to compensate for the truck traffic. Engineering Services will work closely with the Airport Manager so that there will be as little inconvenience as possible. Due to time constraints, the design phase of this project may be done by a consultant with Engineering Services handling project administration.

TOTAL \$ 3,145,000

Of the \$3,145,000, \$2,545,000 would need to come from General Obligation Bonds (GOB). After conferring with the Finance Director it was determined that with a 10 year pay off, it would add approximately 2.55 mills. However, the payments for debt will already be more in 2009 than in 2008 because of the issue we bonded in 2007 for the

remainder of Wyatt Earp Blvd. and 14th Ave. Based on the current evaluations, for every \$100,000 bonded, approximately .10 mills would be needed for payment.

Attached for your information is the following table:

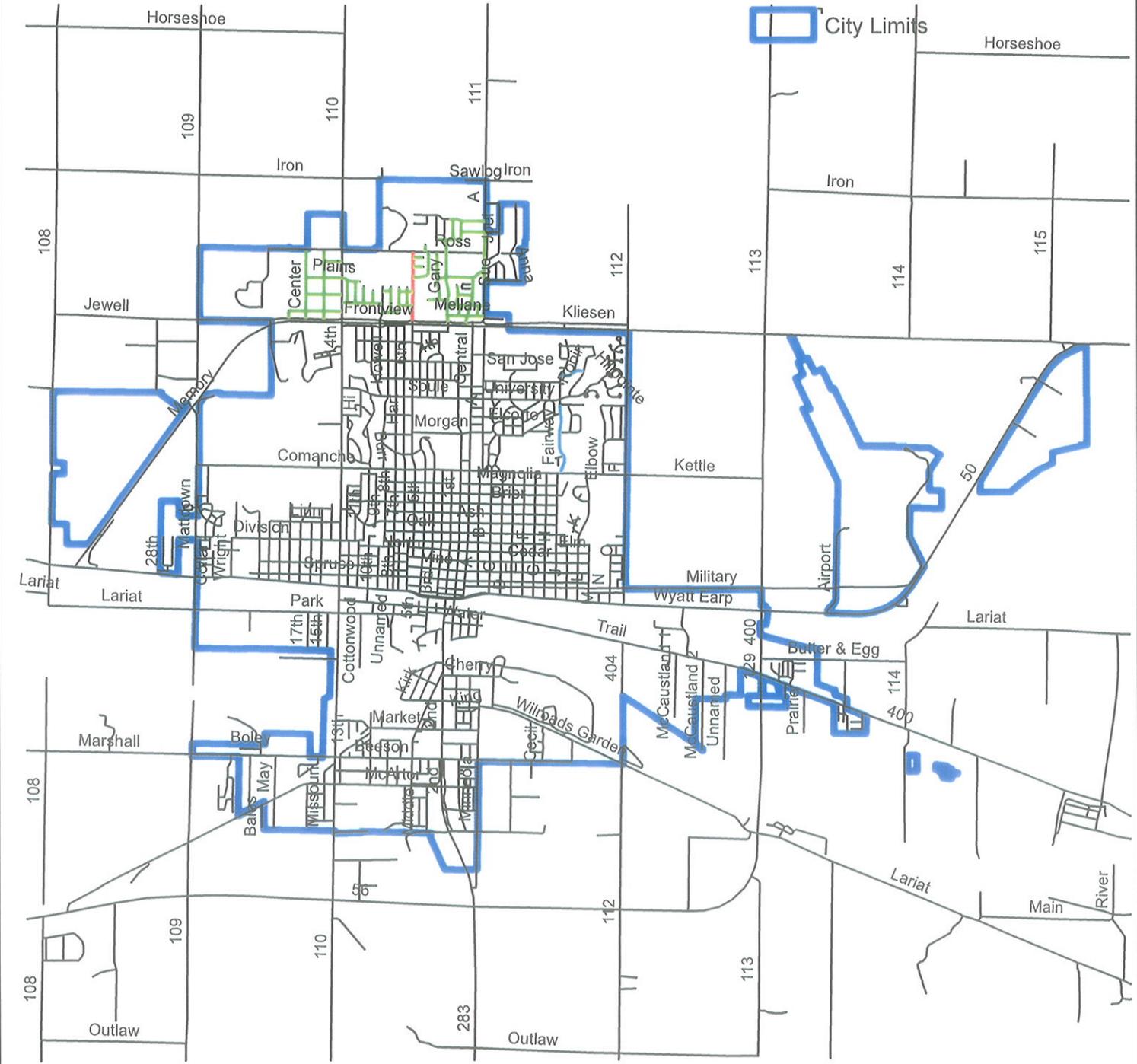
2008 Project Funding Sources

This is staff's recommendation for the 2008 Street Program. As always, Staff would be happy to make any additions or deletions to the program that you or the commission desire.

If you have any comments or questions, please let me know.

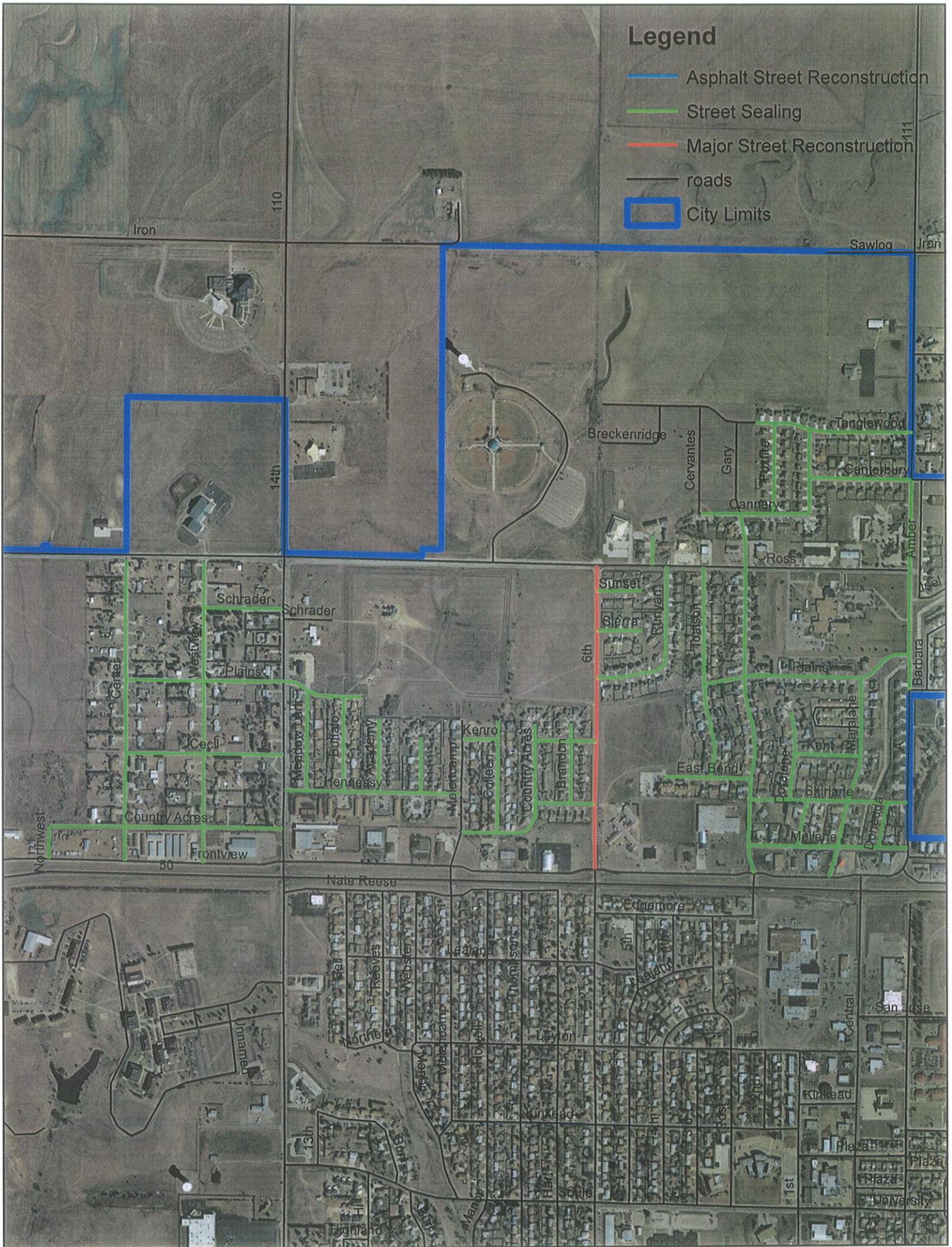
Legend

- Asphalt Street Reconstruction
- Street Sealing
- Major Street Reconstruction
- roads
- City Limits



Legend

- Asphalt Street Reconstruction
- Street Sealing
- Major Street Reconstruction
- roads
- City Limits



Memorandum

To: City Commission
CC: City Manager Ken Strobel
From: Jane Longmeyer
Date: 1/31/2008
Re: Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended on January 29. The Mayor has reviewed the applications and recommends the following appointments:

Housing Authority Board – James “Bob” Marshall
Library Board – Dennis Scheck
Airport Advisory Board – Cade Schoonover, Duane Weber, Scott James, Steve Durrant
Recycling Advisory Board – Larry Corpus, John Scheffing, Kathy Redman, Scott James
Dodge City Zoning Board – Hans Katzenmeier
Board of Zoning Appeals – Richard Goodnaugh, Bill Pennington
Building Board of Appeals – George Tyler, Tony Stegman, Esteban Gallegos, Alex Chavez
Historic Landmark Commission – George Laughead, Jr., Terry Lee, Don Pearce
Convention & Visitors Bureau – Colleen Hastings
Shade Tree Commission – Beth Torrey, Mike Schubert
Parks & Recreation Advisory Board – Jeff McDaniel, Debra Pennington
Golf Advisory Board – Rodney Koehler

If you need further information, please do not hesitate to contact us.

CONFIDENTIAL



Memorandum

January 29, 2008

TO: Ken Strobel, City Manager

FROM: Ray Slattery, City Engineer 

RE: Storm Drainage Improvements, 9th Ave. Drainage Ditch, SD 0703
Bid Recommendation

On Tuesday, January 29, 2008, bids were received and read at 2:00 p.m. for the above referenced project. This project consists of the construction of drainage improvements to the storm sewer at the 9th Ave drainage ditch. This includes unclassified excavation, sub-grade preparation, concrete construction of drainage back-slope, clean-up, and re-seeding of property.

The following bids were received:

Contractors	Bid Amounts
JAG Construction Co., Dodge City, KS	\$ 16,436.00
Brak-Hard Concrete Const. Co., LLC, Dodge City, KS	\$ 17,445.12

The Engineer's Estimate for this project was \$21,154.00. The bid submitted by JAG Construction Co., is below the Engineer's Estimate. The budgeted amount for this project was \$ 20,000.00.

I would recommend awarding this project to JAG Construction Co., in the amount of \$ 16,436.00.

The contractor anticipates beginning this project on or before April 7, 2008. The contractor will be given 20 calendar days to complete the project or no later than May 1, 2008.

If you have any questions, please let me know.

