

CITY COMMISSION WORK SESSION AGENDA

City Commission Chambers
Monday, May 5, 2008 6:00 p.m.
MEETING #4710

1. Discussion with Heberling & Associates on the Master Tourism Plan for Dodge City.

CITY COMMISSION AGENDA

City Commission Chambers
Monday, May 5, 2008 7:00 p.m.
MEETING #4711

CALL TO ORDER

ROLL CALL

INVOCATION: Elder David Smith, Hannah Memorial Church of God in Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Train Day, May 10, 2008

National Tourism Week, May 10-17, 2008

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 Work Session minutes, April 21, 2008
2. Approval of City Commission Meeting minutes, April 21, 2008
3. Appropriation Ordinance No. 9, May 5, 2008
4. Cereal Malt Beverage License
 - a. City of Dodge City, Mariah Hills Golf Course, 1800 Matt Down Lane, Dodge City, KS 67801
5. Approval of Supplemental Agreement with Schwab Eaton for Bicycle/Pedestrian Path.

ORDINANCES & RESOLUTIONS

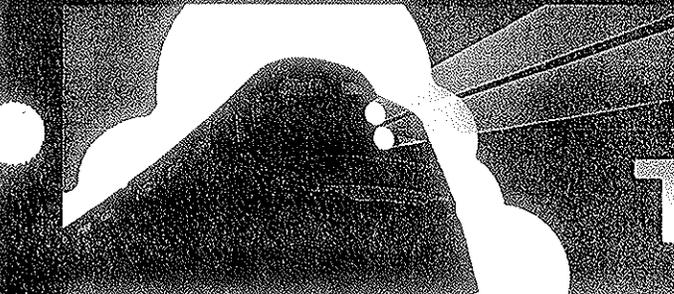
UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Federal Historic Preservation Funds. Presented by Dennis Veatch, Director of Development Services.
2. Approval of Storm Drainage Improvements, Smith Street Storm Drainage. Presented by Ray Slattery, City Engineer.

OTHER BUSINESS

ADJOURNMENT



NATIONAL TRAIN DAY

PROCLAMATION

WHEREAS, on May 10, 1869 the “golden spike” was driven into the final tie at Promontory Summit, Utah to join the Central Pacific and the Union Pacific Railroads, ceremonially completing the first transcontinental railroad and therefore connecting both coasts of the United States; and

WHEREAS, for many rural Americans, Amtrak, National rail passenger service represents the only major intercity transportation link to the rest of the country; and

WHEREAS, passenger rail provides a more fuel-efficient transportation system thereby providing cleaner transportation alternatives and energy security; and

WHEREAS, when combined with all modes of transportation, passenger railroads emit only 0.2 percent of the travel industry’s total greenhouse gases; and

WHEREAS, an increasing number of people are using trains for travel purposes beyond commuting to and from work; and

WHEREAS, at the Dodge City Santa Fe Depot 4063 people in 2007 boarded and deboarded the Southwest Chief; and

WHEREAS, our railroad station at the Dodge City Santa Fe Depot is a source of civic pride, a historic gateway to our community, and a tool for economic growth;

NOW, THEREFORE, I, E. Kent Smoll, Mayor of the City of Dodge City, do hereby proclaim May 10, 2008 as

NATIONAL TRAIN DAY

IN DODGE CITY; and

BE IT FURTHER RESOLVED, that the City of Dodge City will hold a celebration event at the Dodge City Santa Fe Depot to commemorate this momentous day in railroad history for our community.

IN WITNESS THEREOF, I have hereunto set my hand this 5th day of May, 2008.

SEAL

E. Kent Smoll, Mayor

Nannette Pogue, City Clerk

PROCLAMATION

THE 25th ANNUAL NATIONAL TOURISM WEEK "DISCOVER GREAT AMERICAN TRADITIONS"

WHEREAS: Travel is at the heart of America's economic and national security. It generates millions of jobs and billions in taxes, and is a vital resource in improving America's image around the world.

WHEREAS: In Dodge City, KS, the travel industry contributes substantially to our city's cultural and social well being. Travel is one of our most fundamental freedoms. Every citizen benefits from travel and tourism. The travel industry substantially enhances our personal growth and education, while promoting intercultural understanding and appreciation of Dodge City's history, geography and culture.

WHEREAS: Travel is one of America's largest service exports, providing a travel trade surplus in excess of \$8 billion. It is one of the nation's largest employers, accounting for more than 7.5 million direct travel-generated jobs. One of every eight U.S. non-farm jobs is connected to travel. Last year, spending by domestic and international visitors in the U.S. generated \$740 billion in direct expenditures nationwide.

WHEREAS, Locally, tourism injects more than \$18 million into the local Dodge City economy annually, creating jobs, increasing our tax revenues and providing an improved quality of life for Dodge City citizens; and

WHEREAS: In recognition of the unique significance of the American travel industry in the lives of the citizens of Dodge City,

NOW THEREFORE, I, Kent Smoll, Mayor of the City of Dodge City, do hereby proclaim May 10-18, 2008 as

NATIONAL TOURISM WEEK

and call upon the people of Dodge City to observe this week, as sanctioned by the U.S. Congress, with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 5th day of May, 2008.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City

CITY COMMISSION WORK SESSION MINUTES

City Commission Chambers
Monday, April 21, 2008 6:00 p.m.
MEETING #4708

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Rick Sowers, Monte Broeckelman, Jim Sherer, and Brain Weber

1. Discussion of NPDES Ordinance (stormwater runoff) for compliance with EPA and KDHE regulations.

.....
E. Kent Smoll, Mayor

ATTEST:

.....
Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Commission Chambers
Monday, April 21, 2008 7:00 p.m.
MEETING #4709

CALL TO ORDER

ROLL CALL: Mayor Kent Smoll, Commissioners Rick Sowers, Jim Sherer, Monte Broeckelman, and Brian Weber

INVOCATION: Reverend Dennis Zimmerman, Episcopal Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Paul Lewis, Director of Park & Recreation presented a proclamation in recognition of National Arbor Day on April 25, 2008.

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 welcomed new commissioners and talked about Horsethief Canyon being a project that is a pork barrel project.

Deb Rodda, Executive Director, Keep Dodge City Beautiful, presented CREW's Annual Report.

Ben Looney, OMI presented the Wastewater Plant of the Year award that was received by OMI at the WKEA conference in Topeka.

CONSENT CALENDAR

1. Approval of City/County Joint Meeting minutes, April 3, 2008
2. Approval of City Commission Meeting minutes, April 7, 2008
3. Appropriation Ordinance No. 8, April 21, 2008
4. Cereal Malt Beverage License
 - a. Lotus Garden Chinese Restaurant, 1202 E. Wyatt Earp Blvd, Dodge City

Consent Calendar Continued:

- b. El Charro Restaurant, 1209 W. Wyatt Earp Blvd, Dodge City
5. Approval of Fireworks Display Proposal from Wald & Company in the amount of \$25,000.00
6. Ratify labor and material contracts to complete the Dodge City Raceway Park electrical and speaker system contract.

Commissioner Sherer moved to approve the Consent Calendar, seconded by Commissioner Broeckelman, unanimous.

Commissioner Sowers moved to add as a New Business item, Authorize the City Manager to sign CDBG Settlement Agreement, seconded by Commissioner Sherer, unanimous.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. FEMA Levee Agreement. Commissioner Sowers moved to approve, seconded by Commissioner Weber, unanimous.
2. Authorize City Manager to sign CDBG Settlement Agreement. Mayor Smoll approved, seconded by Commissioner Sherer, unanimous.

OTHER BUSINESS

City Manager's Report: Reminded the Commissioners of the State of the County Address will be held on April 22, 11:30 a.m., at the Cowtown. The groundbreaking for the jail will be held on May 3rd. Heberling & Associates group will be back for a visit the first week of May. A Kick-off meeting with sewer infrastructure consultants was held. Asked the local businesses to support the annual Fireworks display. Happy Birthday to Paul Lewis.

Commissioners:

Jim Sherer traveled to Kansas City to promote Dodge City at Village West, Legends Shopping Center.

Rick Sowers reported on the Washington DC trip and thanked Senator Roberts and commented on the Tri City Meeting that was held in Garden City on April 17th.

Mayor Smoll supported dates other than April 15 for legislative session in Washington DC. Read a letter of appreciation from the City of Hutchinson for assistance from the City of Dodge City during snow/ice storm and specifically thanked Mike Klein for his help and guidance.

Commissioner Sowers moved to adjourn the meeting, seconded by Commissioner Sherer, unanimous.

ADJOURNMENT

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Kansas COUNTY, KANSAS, 67801
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

or
THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN--On behalf of the Mariah Hills Golf Course
corporation whose principal place of business is golf pro shop

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

1. The proposed licensee is City of Dodge City
DBA Mariah Hills Golf Course
corporation with principal place of business at 802
Second, Dodge City, KS 67801
The resident agent is Paul Lewis
with offices at 240 San Jose

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

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

3. The premises for which the license is desired are located at
1800 Matt Down Lane
Dodge City, KS 67801

(a) The legal description of the premises is
(b) The street number is
(c) The building is described as golf course pro shop

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:
City of Dodge City
(Mariah Hills Golf Course)

4. The name and address of the owner or owners of the premises upon which the place of business is located is 1800 Matt Down Lane Dodge City, KS 67801

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true:
(a) None of them has within the last two years from this date been convicted of
(1) A felony
(2) A crime involving moral turpitude
(3) Drunkenness
(4) Driving a motor vehicle while under the influence of intoxicating liquor
(5) Violation of any state or federal intoxicating liquor law
If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.
(b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:
(A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
(B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:
Name Paul Lewis
Address Box 880
Residence 2701 Buffalo, Dodge City, KS
Length of residence within this city or county in which the application is being made 15 years
Method of obtaining U.S. citizenship together with date of naturalization if such is the method
Date and place of birth

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

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

A license fee of \$ 225.00 is enclosed herewith.



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

Memorandum

To: City Commissioners
Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: April 30, 2008
Cc: Cherise Tieben, Asst. City Manager
Subject: Bicycle/Pedestrian Supplemental Agreement

A handwritten signature in blue ink, appearing to be "P. Lewis", is located to the right of the "From:" line.

Attached for your consideration and approval is a supplement to the agreement with Schwab-Eaton regarding contract administration and engineering for the bicycle/pedestrian trail project. Schwab-Eaton has requested additional compensation for their services in the amount of \$16,175.

As this is a federally funded TEA-21 project and KDOT is obligated to reimburse the City 80% of approved costs, KDOT acceptance of the agreement is required prior to any action taken by the City. By letter, KDOT approved the supplemental agreement and will reimburse the City their share of the cost.

Originally, the City and Schwab-Eaton, with KDOT approval, agreed upon a contact amount based on actual hours worked for providing construction administration services for the bicycle-pedestrian trail project. Schwab-Eaton requested the \$16,175 as a result of additional survey work, site inspection, and staff hours they incurred. As the project progressed alignment issues with the path and verification of work completed by the contractor required additional hours and services by Schwab-Eaton that were not anticipated when the project began.

Although this project has been substantially complete for some time, it has not been officially closed as we were waiting on final easement documents from one of the landowners along the path and for certain punch list items to be completed by the contractor. Recently we received the easement documents which have been recorded and so final closure of this project can now be completed.

The City's actual additional cost under this agreement is \$3,235. Staff recommends approval of this supplemental agreement and the Mayor be authorized to sign the contract. If there are any questions, I'll be happy to answer them or provide any additional information required.

CONTRACT FOR
ARCHITECTURAL/ENGINEERING SERVICES
(COST PLUS NET FEE AGREEMENT)

(U)50-29 TE-0232-01
TEA-T023(201)
TRANSPORTATION ENHANCEMENT PROJECT
PEDESTRIAN/BICYCLE PATH
CITY OF DODGE CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T

THIS AGREEMENT entered into this ____ day of _____, 2004, by and between the City of Dodge City, Kansas, hereinafter referred to as the "City", as principal, and the architectural/engineering firm of Schwab-Eaton, P.A., with principal offices located at 1125 Garden Way, Manhattan, Kansas, hereinafter called the "Consultant".

WITNESSETH:

WHEREAS, the City and the Consultant entered into an Agreement dated December 19, 2005, hereinafter referred to as "Original Construction Administration Agreement" for the purpose of setting the City's and Consultant's responsibilities in relationship to the project and to describe the funding arrangement for the project.

WHEREAS, the City has corresponded in a letter dated January 16, 2008, stating that the contract for Construction Administration cost amount will need to be increased in the amount of \$16,175, increasing the total Construction Administration compensation to \$84,790. This increase in compensation is justified by an increase in contract time due to unforeseen survey work and additional inspection hours.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree to null and void the previous Construction Administration Supporting Data Sheet (Attachments, "1") and add to the Original Construction Administration Agreement, "Attachment "1a" (see attached) and in addition, Page 2, ARTICLE I, Item #4, (b) and (c) shall read as follows:

- b. Compensation shall be made on the basis of the Consultant's actual cost, overhead rate and direct expenses, with a net fee in the amount of \$6,777.00.
- c. Total compensation for this agreement shall not exceed \$84,790.

THAT THIS SUPPLEMENTAL AGREEMENT, shall not be construed to alter, modify, or void the terms, provisions, or conditions of the Original Construction Administration Agreement, incorporated herein by reference, except as herein specifically provided.

IN WITNESS WHEREOF the parties hereto have caused this Supplemental Agreement to be signed by their duly authorized officers on the day and year first written above.

ATTEST:

City Clerk

Mayor

SCHWAB-EATON, P.A.

BY: *Bruce Jager*

Vice-Pres
Title

PROJECT AGREEMENT

COPY

It is agreed that in order for the City of Dodge City (the subgrantee) to receive the \$10,800.00 in federal historic preservation funds appropriated by Congress for the purpose of carrying out the National Historic Preservation Act, as amended, that the subgrantee shall carry out its National Register activities in accordance with the Secretary of the Interior's *Standards* and guidelines for survey, planning, and National Register nominations and that the subgrantee will follow all requirements in the "Historic Preservation Fund Grants Manual" prepared by the National Park Service for the National Register Programs, and the State of Kansas "Historic Preservation Fund Products Manual" and "Historic Preservation Fund (HPF) 2008 Grant Guide" prepared by the Kansas Historic Preservation Office (SHPO) of the Kansas State Historical Society as well as all conditions and requirements governing National Park Service grants.

The subgrantee agrees to the following conditions:

I. WORK TO BE PERFORMED**a. Schedule**

All work under the terms of this grant agreement shall begin no earlier than April 15, 2008 and must be completed, funds expended, products submitted, and final reimbursement requested by January 7, 2009. Requests for extensions must be made thirty days prior to January 7, 2009. The following dates shall be used as a guideline for submission of products:

May 1, 2008	Develop Request for Proposal (RFP), submit to SHPO for review
July 1, 2008	RFP issued to consultants (30 days required for RFP) See HPF 2008 Grants Guide Chapter 2
September 15, 2008	Proposals reviewed, consultant selected and submitted to SHPO for review and approval
October 1, 2008	Consultant contract submitted to KSHS for review and approval
November 15, 2008	Preparation of National Register nomination; research and prepare historic context statement; draft sent to SHPO for review
December 7, 2008	Submit final copy of National Register nomination and historic context statement to SHPO
January 7, 2009	All remaining closeout materials submitted to SHPO

b. Scope of Work

Funds made available through this grant agreement shall be used to assist the City of Dodge City in implementing the preservation activities identified below. The subgrantee shall advise SHPO immediately of any problems that arise that impair its ability to meet its obligations under this agreement.

The scope of work identified in this agreement shall not be changed by the subgrantee without prior written approval from SHPO. At the completion of this architectural and historic resources nomination project (or one-year phase of a multi-year survey project), the subgrantee will submit the following materials to SHPO.

(1) The nomination shall include the products identified in the City of Dodge City 2008 HPF grant application identified as Downtown Dodge City Historic District.

(2) The subgrantee shall provide a Completion Report as outlined in the SHPO's "HPF 2008 Grant Guide." The report shall be submitted within 30 days after the project work is completed. This report shall accompany a brief article for *Kansas Preservation* newsletter outlining the results of the project.

c. Monthly Reports and Draft Submissions

Monthly reports will be submitted to SHPO on the forms supplied by SHPO. Such reports shall be due on the tenth of the following month. Repeated failure to return monthly reports in a timely manner will jeopardize future grant funding.

SHPO will be provided a draft copy of any reports or publications to review before the final copy is prepared for submission or publication and a minimum of sixty (60) days prior to grant ending date.

d. Project Spanning Two Fiscal Years

If parts of the grant project will be carried out during two federal fiscal years, the subgrantee shall prepare a one-page progress report as of September 30, that covers both the project work and fiscal expenditures. Subgrantees are required to request reimbursement for all expenditures incurred in the first federal fiscal year no later than the following October 31.

e. Property Owner Agreement Letter

Prior to utilizing federal grant funds for preparing nominations for the National Register of Historic Places, a letter signed by the property owner agreeing to National Register nomination shall be submitted to SHPO. **Signatures for 48 properties were submitted with the 2008 application. Sufficiency of these signatures must be confirmed by the SHPO during consultation with the hired consultant over the boundaries of the district.**

II. PROJECT ACCOUNTING AND PAYMENT

a. Total Project Cost

The total project cost is projected to be \$ 18,000, of which the subgrantee match shall not be less than \$ 7,200 and the federal match not more than \$ 10,800.

b. Reimbursement Procedure

The federal funds shall be obtained by the subgrantee by completing a discrete part of the project with its own funds, providing the products to SHPO and then requesting reimbursement for 60% of the cost. However, 10% of the federal funds requested will be withheld until satisfactory completion of all the Project Agreement conditions. No billing may be reimbursed at greater than 60%. The National Park Service requires that the costs of products, which do not meet the relevant Secretary of Interior's *Standards* cannot be reimbursed.

c. Project Budget

		Match		In-Kind		Federal		Total
Salaries								
Administrative	\$	3,000.00	\$	0.00	\$	0.00	\$	3,000.00
Consultant	\$	4,200.00	\$	0.00	\$	10,800.00	\$	15,000.00
Total	\$	7,200.00	\$	0.00	\$	10,800	\$	18,000.00

No billing will be reimbursed without complete documentation for expenditures and complete products related to the billing as described below. The project products include:

1. Final National Register nomination including the historic context statement
2. A completion report including a article for *Kansas Preservation* newsletter

A maximum of five thousand eight hundred dollars (\$5,800.00) in federal funds will be reimbursed upon submission of the Final National Register nomination. The remaining five thousand dollars (\$5,000.00) in federal funds will be reimbursed upon submission of the completion report and *Kansas Preservation* article.

d. Billing Frequency

Billing shall be done as required by SHPO and must be directly related to the completion of a specified part or parts of the project with those products as listed above. Final payment, which shall be no less than 20% of the federal funds, will not be made by SHPO until the project reports and products have been turned in, examined, and found to meet the Secretary of the Interior's *Standards* for survey and planning and National Register nomination.

e. Request for Reimbursement

Requests for reimbursement must be filed on forms furnished by SHPO and accompanied by copies of the vouchers, payroll records, and whatever other documents

such as canceled checks, toll call records, copy records, etc., that are necessary to substantiate the costs. (See HPF 2008 Grant Guide, Chapter 4).

f. Documentation Required

Copies of all project source documents, such as contracts, vouchers, payroll records, time sheets, invoices, canceled checks, etc., must be furnished to SHPO. This includes supporting documentation for the subgrantee's share, including in-kind services, as well as for the expenditures of the federal share.

g. State's Responsibility

The Kansas State Historical Society assumes no fiscal responsibility to the subgrantee other than to pass through historic preservation funds as available for the performance of the project work.

III. PROJECT REPORTS

a. Copies of Publications

If any published documents other than the Research Report are produced under the terms of this grant agreement (such as public information pamphlets or walking tour brochures), seven copies of each must be submitted to SHPO.

b. Right of SHPO Use

The SHPO reserves the right to use and reproduce maps, survey forms, photographs, and other materials submitted by the subgrantee in carrying out SHPO's survey, planning, and public education responsibilities.

c. Acknowledgment of Federal Assistance

The assistance of the National Park Service, Department of the Interior, will be acknowledged in any reports, publications, audiovisual productions, project literature, and at all public meetings and programs where the project is discussed or explained. The acknowledgment may be written as follows:

The (activity) which is the subject of this (type of publication) has been financed in part with Federal funds from the National Park Service, a division of the United States Department of the Interior, and administered by the Kansas State Historical Society. The contents and opinions, however, do not necessarily reflect the view or policies of the United States Department of the Interior or the Kansas State Historical Society.

d. Copyright

The subgrantee is free to copyright any books, publications, audiovisual productions or other copyrightable materials developed as a result of this agreement. However, any such copyrightable materials will be subject to a royalty free, nonexclusive, and irrevocable license throughout the world to SHPO and/or the United States Government to reproduce, publish, or otherwise use, and to authorize others to use the work for Government purposes.

IV. RECORD RETENTION AND AUDIT EXAMINATION

a. Right of Access to Subgrantee's Records

The subgrantee shall provide the right of access to any books, documents, papers, or other records which are pertinent to the Historic Preservation Fund grant to the Department of the Interior, the comptroller General of the United States, the Kansas State Historical Society or any of their duly authorized representatives to make an audit, examination, excerpts, or transcript.

b. Single Audit

The subgrantee will ensure that the federal funds received through this grant will be included in an audit base subject to the single audit requirements if required of the subgrantee. Two copies of the audit results pertaining to this grant will be supplied to SHPO upon completion of the audit.

c. Responsibility to Repay Improperly Used Funds

If an audit or other examination should produce findings that funds were improperly expended by the subgrantee, the subgrantee has the sole responsibility for repaying those funds.

d. Subgrantee to Provide Needed Fiscal Data

The subgrantee will provide SHPO such fiscal information as it may need for federal or state budgetary or reporting purposes.

e. Approval of Expenditures

The subgrantee shall not incur expenses on this project other than those included in the project budget approved by SHPO. Budget amendments may be requested by the subgrantee, but all proposed changes must be approved in writing by SHPO before the expenses are incurred.

f. Financial Management System

The subgrantee shall have in place a financial management system which meets the standards of the relevant OMB Circulars, A-21, A-87, A-102, A-110, A-122, A-128, or A-133.

g. Record Retainage

All project financial records must be retained by the subgrantee until permission is given by SHPO and the National Park Service to dispose of them.

V. PROHIBITION OF LOBBYING

a. Federal Requirements

The subgrantee shall comply with the provisions of 18 USC 1913: "No part of the money appropriated by any enactment of Congress shall; in the absence of express

authorization by Congress, be used directly or indirectly to pay for any personal service advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Departments or agencies from communicating to Members of Congress at the request of any Member, or to Congress through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business." Thus, costs associated with activities to influence legislation pending before the congress, commonly referred to as "lobbying," are unallowable as charges to HPF-assisted grants, either on a direct or indirect cost basis.

VI. HIRING OF CONSULTANT

a. SHPO Approval Required

Any consultant or other person or entity hired for the purpose of performing work under this grant shall be subject to the approval of SHPO and shall be qualified to do the work. Sub-contracting of any work performed under this agreement must be approved in writing by SHPO. (See HPF 2008 Grant Guide Chapter 2).

b. Competitive Procurement

The subgrantee shall provide SHPO with evidence that competitive procurement requirements for professional services and subcontracts have been met. The awarding of any contract to fulfill work under this grant shall be done competitively as required by OMB Circulars A-102 and A-110.

VII. TERMINATION OF CONTRACT

a. Basis of Termination

Failure on the part of the subgrantee to observe the conditions of this agreement, and by reference the requirements of the grants manuals of the National Park Service and SHPO, will constitute just cause for terminating the project and reassigning the federal funds to other projects. A complete stoppage of work without prior approval by SHPO will be grounds for termination of the project.

b. Process for Close Out

Under either circumstance the project would be closed out in accordance with the requirements of the "HPF 2008 Grant Guide, Chapter 6."

VIII. CIVIL RIGHTS ACT COMPLIANCE

a. Required Form

The subgrantee shall sign and return to SHPO one copy of form DI-1350, "Assurance of Compliance, Title VI, Civil Rights Act of 1964."

b. Subgrantee's Obligations

The subgrantee shall make available to the public Title VI and Section 504 nondiscrimination information. The following language shall be used: This program receives Federal funds from the National Park Service. Regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, age or handicap. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by a recipient of federal assistance should write to: Director, Office of Equal Opportunity, National Park Service, 1849 C Street, NWS, Washington, D.C. 20240.

IX. STATE HISTORICAL SOCIETY HELD HARMLESS FROM CLAIMS AGAINST SUBGRANTEE

a. Claims are Responsibility of Subgrantee

The City of Dodge City agrees that the Kansas Historic Preservation Office and all of their officers, agents and employees shall not be liable for claims on account of personal bodily injuries or death or on account of property damages arising out of the work to be performed by the City of Dodge City hereunder and resulting solely from the negligent acts or omissions of the City of Dodge City, its agents, employees and subcontractors. Such claims may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

X. AMENDMENT

a. Request

Either party may make a written request for changes to this project agreement.

b. Approval

Changes must be agreed to in writing by both parties.

STATE HISTORIC PRESERVATION
OFFICER

Signature of authorized
representative of subgrantee

Date

Typed name and title of signatory

Date



Memorandum

April 29, 2008

TO: Ken Strobel, City Manager

FROM: Ray Slattery, City Engineer

RE: Storm Drainage Improvements, Smith Street Storm Drainage, SD 0801
Bid Recommendation

On Tuesday, April 29, 2008, bids were received and read at 2:00 p.m. for the above referenced project. This project consists of replacing and upgrading the existing storm sewer on Smith Street. The upgrades include removing existing inlets, constructing and installing new Type 22 inlets, installing new 12" Reinforced Concrete Pipe, tying in to existing curb and gutter, removing asphalt pavement and replacing with 7" concrete pavement, and constructing a new drainage flume in the Willow Street detention pond.

The following bids were received:

Contractors	Bid Amounts
JAG Construction Co., Dodge City, KS	\$ 29,788.00
Brak-Hard Concrete Const. Co., LLC, Dodge City, KS	\$ 31,280.96

The Engineer's Estimate for this project was \$51,880.00. The bid submitted by JAG Construction Co., is below the Engineer's Estimate. The budgeted amount for this project was \$ 36,000.

I would recommend awarding this project to JAG Construction Co., in the amount of \$ 29,788.00.

The contractor anticipates beginning this project on or before September 15, 2008. The contractor will be given 45 calendar days to complete the project or no later than October 31, 2008.

If you have any questions, please let me know.
