

CITY COMMISSION AGENDA

City Commission Chambers
Monday, June 16, 2008 7:00 p.m.
MEETING #4714

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Jeff Turner, 1st Missionary Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Dodge City Peace Commission Week

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: Alertness vs Carelessness

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, June 2, 2008
2. Appropriation Ordinance No. 12, June 16, 2008
3. Cereal Malt Beverage License
 - a. Love's Travel Stops & Country Stores, Inc., 400 E. Wyatt Earp, Dodge City
 - b. Wal-Mart Stores, 1905 N. 14th Ave., Dodge City
 - c. Ban Lao Garden, 102 W. Wyatt Earp, Dodge City
4. Ratification of the Approval of a Change Order for Wyatt Earp Landscaping
5. Change Order for Bicycle Pedestrian Path

ORDINANCES & RESOLUTIONS

Resolution No.2008-07: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the Uniform Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas.

UNFINISHED BUSINESS

Appointment of Two (2) City Commissioners to the Dodge City/Ford County Development Corporation Board of Directors for 2008.

NEW BUSINESS

1. Approval of Purchase of Right-of-Way for North 14th Ave. Widening Project. Presented by Joe Finley, Director of Engineering Services.
2. Approval of Agreement with Cook, Flatt, and Strobel for Engineering Inspection Service for West Wyatt Earp (Phase II). Presented by Joe Finley, Director of Engineering Services.
3. Approval of Three (3) Part Agreement with City of Dodge City, State of Kansas, and Cook, Flatt, and Strobel for Inspection Services for West Wyatt Earp. Presented by Joe Finley, Director of Engineering Services.
4. Approval of Quotations to Construct a Salt Shed. Presented by Mike Klein, Superintendent of Public Works.
5. Approval of Purchase of Recycled Benches. Presented by Mike Klein, Superintendent of Public Works and Deb Rodda, Keep Dodge City Beautiful.
6. Approval of Contract with ArchitectureDenver for Comprehensive Plan. Presented by Ken Strobel, City Manager.

OTHER BUSINESS

EXECUTIVE SESSION

Discussion of Land Acquisition

ADJOURNMENT

PROCLAMATION

Whereas the history and heritage of Dodge City is one of adventure, enterprise and independence; and

Whereas while remembering that history sometimes brings to life the more colorful situations and characters; and

Whereas during the growing years of the community, Dodge City had a number of successful saloons and gaming houses and there was a faction of the community who wanted Dodge City to settle down and were working for a more respectable, moral city; and

Whereas after the adoption of two City Ordinances which restricted some of the activities in the saloons, a 'Saloon War' began due to a reported inconsistent enforcement of the ordinances; and

Whereas Luke Short, new owner of the Long Branch Saloon, feeling unjustly persecuted and all but run out of town, took his cause to the Governor. Not leaving the entire matter in Governor George Glickman's hands, Luke also invited a few of his friends to town to help him settle the dispute; and

Whereas those friends invited included Wyatt Earp, Bat Masterson, W. H. Harris, W. F. Petillon, Charlie Basset, Frank McLain and Neil Brown, all known for their prowess with a hand gun; and

Whereas by the time the Governor's investigator got to Dodge City, the dispute had been settled and a compromise had been reached. The gambling and the women in the saloon would be handled more discreetly and Short and his friends promised to help get rid of the really crooked gamblers and swindlers.

Now, therefore, be it Resolved, that the City of Dodge City recognizes the 125th anniversary of the self-proclaimed "Dodge City Peace Commission", and designates the week of June 15-21, 2008, as

Dodge City Peace Commission Week

and encourages the people of Dodge City to enjoy remembering the colorful history and independent nature of our community.

IN WITNESS THEREOF, I have hereunto set my hand this 16th day of June, 2008.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

The Character trait for June is Alertness –
Being aware of what is taking place around me so I can have the right responses.

Key Concepts of Alertness

*Anticipate obstacles – understand the goals, costs, and benefits of a project so that you can prepare to overcome challenges.

*Connect signals with meaning – recognize what external influences and internal indicators mean.

*Tell those affected – communicate with those who will be affected or who can contribute to a solution.

*Act immediately – even when you need time to develop a strategy or finish other tasks, begin the process of addressing situations as soon as they come to your attention.

*Take time to analyze – carefully evaluate events, responses and results.

Alertness includes noticing others' contributions so that you can express your gratitude.

The information was provided by the Character Training Institute.

CITY COMMISSION MINUTES

City Commission Chambers
Monday, June 2, 2008 7:00 p.m.
MEETING #4713

CALL TO ORDER: Mayor Kent Smoll

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

INVOCATION: Pastor Jerry Ketner

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).

Martha Gilbert, Expressed dissatisfaction in the condition of the cemetery.

APWA 2007 Project of the Year Award, for Water Tower #1. Presented by Joe Finley, Director of Engineering Services.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, May 19, 2008
2. Appropriation Ordinance No. 11, June 2, 2008
3. Cereal Malt Beverage License
 - a. Pizza Hut #104, 110 Frontview, Dodge City, KS 67801
 - b. Pizza Hut #103, 1513 W. Wyatt Earp, Dodge City, KS 67801

Commissioner Sowers moved to approve the Consent Calendar, seconded by Commissioner Weber, vote 4-0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Approval of bid for Wyatt Earp Landscaping, Phase I from Stewart Plumbing in the amount of \$96,118.00 for installation of irrigation, landscaping including turf and plant material, sod in areas instead of seeding; and to accept bid from Heart Stone for concrete pavers in the amount of \$57,730.00 for a total project cost of \$153,848.00.

Commissioner Broeckelman moved to approve bid for landscaping project on Wyatt Earp, Phase I, seconded by Mayor Smoll. The motion carried on a vote of 4-0.

OTHER BUSINESS

Joe Finley updated the Commission on the street projects.

STREET PROGRAM: The patching is complete on St. Joseph St., the Frontage Rd, Marsh Lane, Fairway Drive, and LaMesa. The 2007 & 2008 sealing project is scheduled to start June 5th and be done by late August.

WYATT EARP: will let for bid on June 18th through the KDOT. Work will start as soon as all contract documents have been signed and returned to KDOT. The late start date is January 1, 2009. The contractor will have 220 working days (44 weeks) to complete the project. Cook, Flatt, & Strobel will be doing the construction inspection for this project. The project is administered through KDOT (unlike Phase 1). The anticipated costs to date are:

Right-of-way acquisition	853,959.00
Construction budget	4,556,000.00
Inspections	<u>492,400.00</u>
TOTAL	5,902,359.00

14th ST NORTH OF US 50: Several years ago, the city along with KDOT constructed additional lanes to accommodate left turning movement. This project would add an additional transitional lane from Country Acres Drive south to US 50. Staff has been working with the owners of the business on the west side to acquire the additional right-of way needed for this widening project. We anticipate bringing the agreement to the Commission at the next meeting (June 16th). Staff has completed plans and is in the final review stages. The project will be let in June and the bid recommendation will be brought to the Commission for consideration. The contractor can begin as soon as signed contracts are returned to the city, but must be done by August 29th.

3rd AVENUE SIDEWALK PROJECT: The project will remove the existing sidewalk along 3rd street from Gunsmoke to Spruce. Bump out will be constructed to accommodate new trees. The project is stated to begin on June 19th and must be completed by July 18th. Recently staff met to discuss the T.M. Deal site and what could be done to improve the looks while minimizing maintenance of the sight. Public works staff will remove the existing pavement and sidewalk at

this site. New sidewalk along Spruce and 3rd Avenue will be constructed. In addition, new ADA ramps and Storm sewer inlets will also be constructed.

6th STREET (Frontage Rd north to Ross Blvd): The contractor began work today (June 2nd). The project must be completed by August 8th.

SIGNAL PROJECTS:

6th & Ross

6th & US 50

1st & Wyatt Earp and 2nd & Trail

Central & US 50

14th (Comanche to US 50)

SEWER:

Ranchwood Estates/Happy Homes

Manhole Rehab

WATER: Wright water line project installed a connection line along Doll Street.

WELLS:

Well #12-the well design is complete and waiting to let the construction with the other wells.

Rost Water Right-well design is complete.

Racetrack Water Right-this water right is being transferred to the Rost site. The well design is complete.

Gjerstaed-design finalized and waiting to let with other wells.

Jail site well-waiting for lease agreement from county.

Well #8-rebuilding pump and will grout the bottom 12 feet the 1st or 2nd week in June. The well should be back on line in late August.

Well #18-well will be put back on line.

Brian Weber asked that we take a look at replacing radio read meters at an increased rate.

Commissioner Sowers commented on the Casino meetings he, Mayor Smoll, and Ken Strobel attended in Topeka on May 19th and 20th. He also asked that enough equipment to fully maintain the soccer fields be included in the budget and asked that panels be replaced on Walking Path.

Mayor Smoll commented on Casino meeting and the applicants. The public will have an opportunity to hear both Butler Gaming and Dodge City Resort and Casino presentations on July 31st at the Civic Center. The Housing Assessment report was given last week and the City needs to consider ways to be more aggressive in these areas.

ADJOURNMENT: Commissioner Sowers moved to adjourn the meeting, seconded by Commissioner Broeckelman, motion carried 4-0.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, May 22, 2008

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 Love's Travel Stops & Country Stores, Inc.

corporation whose principal place of business is Love's Travel Stop #62

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 Love's Travel Stops & Country Stores, Inc. corporation with principal place of business at Oklahoma City, OK

The resident agent is C.T. Corporation with offices at Topeka, KS

Said corporation was incorporated on 12/29/86. A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes () , No () .

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

See Attached

3. The premises for which the license is desired are located at 400 E. Wyatt Earp Dodge City, KS 67801

(a) The legal description of the premises is _____

(b) The street number is 400 E. Wyatt Earp

(c) The building is described as Concrete Block

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: Love's Travel Stop #62

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

Love's Travel Stops & Country Stores, Inc.
P.O. Box 26210 Oklahoma City OK
73126

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 Darren Newton

Address P.O. Box 288

Residence Cimmarron, KS 67838

Length of residence within this city or county in which the application is being made 30 years

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

N/A
Date and place of birth 12/16/76 McClark, NE

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 \$ 75⁰⁰ is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Ford, Dodge City COUNTY, KANSAS,

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 Wal-Mart Stores, Inc dba Wal-Mart Supercenter #372

corporation whose principal place of business is 1905 N. 14th Ave. Dodge City, KS 67801

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 Wal-Mart Stores, corporation with principal place of business at 702 SW 8th St., Bentonville, AR 72716-0500
The resident agent is The Corporation Company, Inc. with offices at 515 S. Kansas, Topeka, KS

Said corporation was incorporated on 10/31/1969
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County.
Yes (X), No ()

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

See attached officers listing

3. The premises for which the license is desired are located at 1905 N. 14th Ave. Dodge City, KS 67801

(a) The legal description of the premises is on file

(b) The street number is 1905

(c) The building is described as One story, one room with approximately 9,084 sq ft.

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:

Wal-Mart Stores, Inc. dba
Wal-Mart Supercenter 372

4. The name and address of the owner or owners of the premises upon which the place of business is located is Wal-Mart Stores, Inc. 702 SW 8th St., Bentonville, AR 72716-05

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 owning in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-270f 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 John Ostrom

Address 10559 Brenton Cr.

Residence Dodge City, KS 67801

Length of residence within this city or county in which the application is being made 3 years

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

Date and place of birth 8/20/64 Belleville, KS

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

A license fee of \$ \$125.00 is enclosed herewith.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, 6-5, 20 08

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

or

THE BOARD OF COUNTY COMMISSIONERS OF 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 Larry Thephachanh d/b/a Ban Lao Garden (b) Age 49 (c) Place and date of birth Laos April 1, 1959 (d) Residence address 209 E Beeson Rd Dodge City, KS 67801 (e) I have been a resident of the State of Kansas 4 years. 2. The premises for which the license is desired are located at 102 W Wyatt Earp Blvd Dodge City, KS 67801 (a) The legal description of said property is Section 26, Township 26, Range 25 (b) The street number is 102 W Wyatt Earp Blvd (c) The building to be used is Restaurant (d) The business will be conducted under the following name: Ban Lao Garden 3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Francisco Alcalá, 10911 106 Rd Dodge City, KS 67801 4. I am a citizen of the United States. Yes (X), No () (a) My citizenship arises by birth (), Naturalization (X). (b) My place of naturalization and the date thereof is as follows: Oklahoma City, OK July 11, 1985 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. 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. 9. I have (), have not (X), 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 (), No (X) (a) If the answer above is yes, the name, age, and residence of manager or agent is Said manager or agent does (), 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: 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 (X). For a license to retail cereal malt beverages in original and unopened containers and not for 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
cc: Kurt Nietling, Park Superintendent
Date: June 12, 2008
Subject: Wyatt Earp Landscaping Change Order

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

Staff requests approval to execute a change order for the Wyatt Earp Landscaping project. This change order will result in a net addition to the contract of \$15,312.95.

At the time bids were accepted, staff wanted to pursue the opportunity to accept Alternate #2 in the specifications to install additional trees and planter areas along the south side of Wyatt Earp from 2nd Ave. to approximately 5th Ave. In visiting with the low bidder, it was felt savings might be realized through substitution of plant materials and through City cooperation in providing traffic control measures.

Through our negotiations with Stewart Plumbing, the prime contractor for irrigation and landscaping, we've arrived at multiple cost savings that make Alternate #2 more affordable. Those savings are as follows:

- The City can provide traffic control signs and cones and eliminate that cost by the contractor. The City will purchase additional signs and cones to supplement our existing supply but the savings offered by the contractor is \$4,000. Our cost will be less than \$1,000 and the items then remain available for City use after the project.
- The City already has on hand a sufficient quantity of the mulch called for in the planter beds and around trees. The City's supply is premium grade cedar mulch we're currently using in the downtown area and the savings offered by the contractor is \$2,688.
- Plans called for steel edging around trees along the south side of Wyatt Earp. Removing the edging and just mulching the trees results in a savings of \$540. Trees in the center medians were only mulched and removing the edging along the south side trees provides a consistent appearance throughout the project.
- The contractor identified three plant substitutions acceptable to the City resulting in a price reduction of \$709.

One recommended addition to the contract was identified. The contractor suggests installing Schedule 40 PVC pipe in the main lines in lieu of the lighter gauge pipe called for in the specifications. Staff agrees with that recommendation and the additional cost to make that change is \$311.95.

The bid for Alternate #2 is \$22,938. The net effect of these reductions and the one addition is a decrease of \$7,625.05 making the total of this change order \$15,312.95.

Staff recommends approval of Change Order #1 and authorizing staff to execute the document. This information was presented previously to the Commission via e-mail and the action needed here is simply to ratify the direction given at that time. I'll be happy to provide any additional information or answer any questions you may have.



City of Dodge City

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

Change Order #1

To: Stewart Plumbing Inc.

101 Woodland

Dodge City, KS 67801

PROJECT Description: Wyatt Earp Landscaping – Phase II

You are hereby directed to make the following changes in the Contract Documents:

Additions:

1. Install plant materials and trees as specified in Alt. 2 of the plans and specifications at a cost of \$22,938.00.
2. Replace 200 class PVC with Schedule 40 pipe in main lines and through sleeves under pavements at a cost of \$311.95.

Deductions:

1. Owner will provide traffic control signs and cones. Deduct \$4000.00 from base bid.
2. Owner to provide cedar mulch for planter beds called for in the Base Bid and Alt. #2. Deduct \$2,688.00 from the contract cost.
3. Eliminate steel edging around trees in Alt #2. Reduce contract price \$540.00
4. Substitute plant materials in Alt #2 as outlined in the proposal provided. Deduct \$709 from contract price.

Original Contract Price:	\$ 96,118.00
Net Increase (Decrease):	\$ 15,312.95
Contract Price with approved Change Orders:	\$111,430.95

Please return an acknowledged copy of this CHANGE ORDER to the OWNER.

APPROVED:

ACCEPTED:

By: _____
OWNER (Authorized Signature)

By: _____
CONTRACTOR (Authorized Signature)

Date: _____

Date: _____

Memorandum

To: Ken Strobel, City Manager
From: Dan R. Williamson - Fire Chief
Date: Thursday, June 12, 2008
Subject: Resolution for temporary suspension and waiver of Ordinance No. 2838, discharge of fireworks within the city limits.

Background

Prior to May 2003, City Code did not allow the discharge within the City Limits at any time, with the exception of publicly related events (i.e. Rodeo, Public related displays, etc.). The fireworks ban had been in effect since 1987. Over the past couple of years prior to 2003, the City had been approached by citizens and County officials as to the possibility of lifting the ban during a period around the 4th of July. The basis for the request came from the fact that citizens were either illegally discharging in the city limits or were going to the county areas surrounding the city to discharge fireworks. Enforcement has always been a problem and county officials indicated more of a problem existed in the county due to the city's ban.

The City Commission on June 2, 2003 adopted Resolution No. 2003-10 which waived the current ban for a period from July 3rd to July 5th, 2003, between the hours of 10:00 a.m. To 11:00 p.m. The resolution only provided a temporary waiver of the current city code on the discharge of fireworks, thus banning discharge in the city limits any other days of the year.

Discussion

The issue at hand is the temporary waiver of Ordinance No. 2838 and the International Fire Code pertaining to the discharge of fireworks within the city limits of Dodge City. No significant problems were encountered in 2007 by either the Dodge City Fire Department or the Police Departments in regards to the discharge of fireworks. By establishing guidelines for the discharge of fireworks the city fire department is attempting to meet the needs and desires of both sides of the issue by providing both opportunity and control.

Required Actions

1. Adopt a new resolution setting forth the same waiver restrictions as 2007.
2. Adopt a new resolution allowing a waiver but with different stipulations as to dates and times.
3. Do not adopt any resolutions setting forth a waiver of Ordinance No. 2838, thus keeping the local ban in effect year round.

Recommendation

Fire and Police Chiefs would recommend the approval of the attached Resolution No. 2008 - 07 which would provide for a waiver to the ordinance with the following stipulations:

Set a 3 day waiver beginning July 3rd, and ending July 5th, 2006. Discharge times would be from 10:00 a.m. till 11:00 p.m. each of the three days.

RESOLUTION NO. 2008-07

A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE UNIFORM FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1: For the time periods and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, for the period from July 3, 2008 through July 5, 2008, between the hours of 10:00 a.m. to 11:00 p.m. of said days;

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3, 2008 through July 5, 2008, on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 3, 2008 through July 5, 2008, on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

SECTION 4: Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

SECTION 5: This waiver will automatically expire at 11:01 p.m. on July 5, 2008, and may be rescinded prior thereto by action of the governing body.

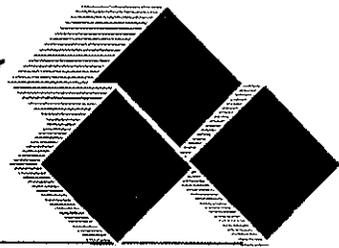
SECTION 6: This Resolution shall take effect and be in force from and after its adoption and publication once in the official City newspaper.

Adopted by the governing body this 16th day of June, 2008.

E. Kent Smoll, Mayor

Nannette Pogue, City Clerk

Dodge City Ford County



DEVELOPMENT CORPORATION

311 W. Spruce • P.O. Box 818 • Dodge City, KS 67801-0818 • (620) 227-9501 • FAX (620) 338-8734 • 1-800-381-3690
www.dodgedev.org • email: jknight@dodgedev.org

January 4, 2008

Ken Strobel, City Manager
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Dear Ken;

As we begin the 2008-year, it is time to elect representatives from the City Commission to serve on our Board of Directors.

As stated in our by-laws, we are requesting that you remain on our Management Committee, which meets each month on the third Thursday at 11:30 a.m. You will automatically continue to serve on the Board of Directors also.

Additionally, two City Commissioners are requested to serve on the Board of Directors. Our Board of Directors meets on the third Thursday in the months of March, June, September and November at 12:00 noon. During those months, the Management Committee meeting will precede the Board at 11:00 a.m. instead of 11:30 a.m.

We greatly appreciate the support and interest the City has shown to our organization. We look forward to continuing the cooperation for the betterment of Dodge City and Ford County.

Please notify us as soon as possible as to whom you have elected to serve on our Board of Directors.

Sincerely,

Joann Knight
Executive Director

Memorandum

June 9, 2008

TO: Ken Strobel
City Manager

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

RE: North 14th Avenue Widening
ST 0704

Several years ago, KDOT completed the reconstruction of the intersection of 14th Street on US-50. As a part of this project, addition lanes were added for north and south bound traffic. These lanes were added in an attempt to provide left and right turning lanes.

After the completion of the construction, concerns were expressed regarding the confusion for south bound drivers. In an effort to lessen the confusion, staff determined that a longer transition was needed from Country Acres Drive to US-50. Additional stripping will also be added to encourage motorist to move into the appropriate lanes. To accommodate this transitional taper, additional right-of-way is required.

Staff, visited with the owner of Robinson's Furniture and have negotiated a purchase price with them. The City is purchasing 2640 sq ft. of property adjacent to 14th street beginning at their driveway and proceeding north to County Acres Drive.

Staff would recommend purchasing the property for \$21,120.00. Once the right-of-way is purchased we can proceed with letting the project. Our hope is to begin as soon as possible and complete the necessary work by the end of August. Traffic will have access in both direction during construction, but will be limited to one-lane in each direction. We are concerned about school traffic and have visited with the high school principal. While she too is concerned, we did not see another alternative that would allow us to complete this project this year. Staff will work with the school district to notify parent and student of the construction.

JF/mjr

DEED OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS, that this Deed, made and entered into this 23rd day of MAY, 2008, by and between

M & E Properties LLC

hereinafter the Grantor, in consideration of the sum of \$ 21120. TOTAL 2640' @ \$8.00 per FT Dollars and other valuable considerations, receipt and sufficiency of which is hereby acknowledged, does grant, sell and convey unto to the **CITY OF DODGE CITY**, a municipal corporation in the County of Ford, State of Kansas, hereinafter the **Grantee**, forever the following described real estate lying and situated in the County of Ford, State of Kansas following described real estate, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE PART HEREOF

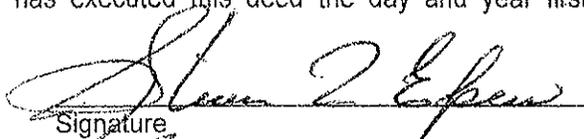
TO HAVE AND TO HOLD THE same together with all and singular the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining, forever. It is understood and agreed that the Grantee may use the real estate in the construction, improvement, reconstruction and maintenance of a public right-of-way and other public uses and should the right-of-way, or any part thereof be vacated, the same shall revert to Grantor, his/her/its heirs, executors, administrators, successors or assigns.

And the Grantor for his/her/its heirs, executors, administrators and assigns, does hereby covenant, promise and agree to and with the Grantee that at the delivery of these presents he/she/it is lawfully seized of the interest hereby conveyed in all and singular the above granted and described premises with the appurtenances thereto; that the same are free and clear of and from all and every

encumbrance whatsoever, except _____ and that Grantor will forever warrant and defend the same unto Grantee or its assigns forever, against all and any lawful claim of all and any persons whomsoever.

Grantor, for his/her/its heirs, executors, administrators, successors or assigns, hereby waives and releases to Grantee, any and all claims for damages or compensation, either now or in the future arising by reason of the use of the real estate for the purposes herein described. Grantor hereby agrees that Grantor shall pay any special assessments or installments thereof, matured or unmatured, on the premises hereby granted, and that Grantee shall not be liable in any way for the payment thereof. Grantor further agrees that the proper Governing Body may release the premises hereby granted from any special assessment and spread and attach such special assessment to the remainder of the property adjacent to the premises hereby granted and which are owned by Grantor.

IN WITNESS WHEREOF, Grantor has executed this deed the day and year first above written.



Signature

STEVEN E. ELPERS

Printed Name

Signature

Printed Name

Memorandum

June 9, 2008

TO: Ken Strobel
City Manager

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

RE: Engineering Inspection
ST 0201 West Wyatt Earp Blvd.

Attached for approval please find two (2) copies of an agreement to provide engineering inspection for Phase II of the Wyatt Earp Street reconstruction project.

As you recall, the first phase of the project was the city's responsibility to let and provide the necessary inspection. Phase II is being contracted through the Kansas Department of Transportation (KDOT). KDOT does require the City to enter into an agreement with a qualified firm to provider these services.

Cook, Flat, and Strobel Engineers, P.A. have provided an agreement to provide the necessary inspection to meet KDOT's requirements. The contract is for \$492,400.00.

Staff would recommend approval of this agreement. The first phase of inspection was done at a cost of \$545,400.00. Should you have any questions, please let me know.

JF/mjr

AGREEMENT

between

COOK, FLATT & STROBEL
ENGINEERS, P.A.

and

CITY OF DODGE CITY, STATE OF KANSAS

THIS AGREEMENT, made and entered into by and between the CITY of DODGE CITY, State of Kansas, hereinafter referred to as the CITY; and the firm of COOK, FLATT & STROBEL, ENGINEERS, P.A., 2930 S.W. Woodside Drive, Topeka, Kansas 66614, hereinafter referred to as the ENGINEER.

WITNESSETH:

That the said CITY desires the services of the ENGINEER for construction inspection for West Wyatt Earp Improvements between Matt Down Road and Fourteenth Avenue.

The extent and scope of engineering services includes general project administration, shop drawing review, staff-site visits, on-site inspection and testing for street improvements in accordance with approved practices and requirements of the Kansas Department of Transportation (KDOT).

For the engineering services the ENGINEER shall receive an actual cost plus fixed fee not to exceed Four Hundred Ninety Two Thousand Four Hundred Dollars (\$492,400.00). The fixed fee shall not exceed thirteen (13) percent of the actual cost.

It is further agreed that payment for the inspection work shall be made by the City on the basis of progress of the work on a monthly basis as billed. In addition, the CITY shall be obligated to pay for services under this Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the CITY'S current budget year or (b) funds made available from any lawfully operated revenue-producing source.

SECTION I (INSPECTION SERVICES)

THE ENGINEER AGREES

Paragraph One

The ENGINEER agrees to designate a Project Engineer/Project Manager who shall serve as the CONSULTANT'S Field Supervisor. The Project Engineer/Project Manager will

meet KDOT's certification policy. The Project Engineer/Project Manager and other Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor; however, the Project Engineer/Project Manager shall have the authority to reject work or materials. It is understood that such work shall be completed according to approved standard practices and rules or regulations of KDOT and the City.

Paragraph Two

The ENGINEER further agrees to accept compensation for such work from said CITY in such amounts and at such periods as have been by said ENGINEER and said CITY mutually agreed.

Paragraph Three

The ENGINEER further agrees:

1. To comply with all Federal, State, and local laws, ordinances, and regulations applicable to the work.
2. To procure all licenses or permits necessary for his business operation under said agreement.
3. Furnish all equipment required to accomplish the construction inspection services except for off-site testing services that may be required.
4. To be responsible for all damage to persons or property caused by him, his agents, employees, or subcontractors, which may result from their operation in connection with the work.

SECTION II

THE CITY AGREES

Paragraph One

The CITY agrees:

That the ENGINEER has been duly authorized to make all said construction inspection services and the furnishing of all labor, equipment, materials and supplies essential thereto, for the fee as stipulated.

Paragraph Two

It is further understood and agreed by the said CITY that this agreement and all contracts which are entered into under the provisions of this agreement shall be binding upon the present governing body of said CITY and their successors.

Paragraph Three

It is further understood that should the contractor run past his allotted number of working days, the liquidated damages from the contractor will be used to cover additional expenses incurred by the ENGINEER for additional days of inspection.

SECTION III

THE PARTIES HERETO MUTUALLY AGREE

Paragraph One

It is mutually agreed by the parties hereto:

1. That the Services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without the written consent of said CITY.
2. That the right is reserved by the CITY to terminate this agreement at any time, upon written notice, in the event the improvements are to be abandoned or indefinitely postponed; provided, however, that in any case the ENGINEER shall be paid for the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this agreement but in no case greater than the maximum fee stipulated on Page 1 of the Agreement. The parties recognize that services terminated prior to completion will be of less value to the CITY than services completed pursuant to the terms of the contract.
3. The ENGINEER agrees not to discriminate against any employee or applicant because of race, color, religion, sex, national origin, age, or physical handicaps in regard to any position for which the employee or applicant is qualified. The ENGINEER will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin, age, or physical handicap.

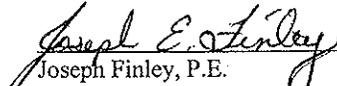
4. All work product of ENGINEER will become the property of the CITY exclusively and will be promptly delivered to the CITY upon completion of ENGINEER's services or earlier termination thereof.

IN WITNESS WHEREOF, said parties have caused this agreement to be signed by their duly authorized officials this _____ day of _____, 2008.

ATTEST: (Seal)

CITY CLERK

THE CITY OF DODGE CITY, KANSAS
Recommended:

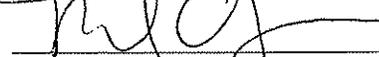


Joseph Finley, P.E.
Director of Engineering

APPROVED:

Mayor

COOK, FLATT & STROBEL,
ENGINEERS, P.A.



Melvin D. Chapman, R.E.

ATTEST:



Robert S. Chambers, P.E.

**CONTRACT FOR
FEDERAL-AID ROAD CONSTRUCTION
ENGINEERING BY CONSULTANT
(CONSULTANT-NON FEDERAL-AID AGREEMENT)**

**PROJECT NO. 29 U-2116-01
CITY DODGE CITY
FORD COUNTY**

CMS Contract No. _____

THIS AGREEMENT entered into and is effective the date signed by the Secretary of designee, by and between City of Dodge City, hereinafter referred to as the "LPA" (Local Public Authority), as principal, and the consulting engineering firm of Cook, Flatt & Strobel Engineers, P.A., hereinafter called the "Consultant", and the Secretary of Transportation of the State of Kansas acting by and through the Kansas Department of Transportation, hereinafter referred to as the "Secretary". The Secretary acts as agent for the LPA pursuant to authority vested in K.S.A. 68-402b and K.S.A. 68-401 et seq. and an agreement between them dated October 25, 2006. The Consultant's address is 2930 SW Woodside Drive, Topeka, Kansas 66614.

WITNESSETH:

WHEREAS, the FEDERAL GOVERNMENT through its Department of Transportation and the FHWA, pursuant to Title 23, U.S. Code, has established a program of Federal-Aid to the States designated as the Federal-Aid Program, with a general purpose to increase the safety and capacity of roads in the United States, and

WHEREAS, the LPA desires to accomplish this Federal-Aid "Project", consisting of 0.994 miles of Grading and Surfacing located approximately Wyatt Earp Boulevard from 14th Avenue West to WCL, with the aid of funds provided under Federal-Aid highway programs and the rules and regulations promulgated by said U.S. Department of Transportation in the Federal-Aid Policy Guide, and

WHEREAS, the LPA has not sufficient qualified engineering employees to accomplish the Construction Engineering Services on this Project within a reasonable time and the LPA deems it advisable and is desirous of engaging the professional services and assistance of a qualified consulting engineering firm to do the necessary construction engineering, and

WHEREAS, the Consultant has represented and by entering into this Agreement now represents, that it is in full compliance with the statutes of the State of Kansas for registration of professional engineers and that all personnel to be assigned to perform the services required under this Agreement are fully qualified to perform the services in a competent and professional manner, and

WHEREAS, the Consultant has indicated that it desires to perform the services set forth in the Agreement upon the terms and conditions set forth below, and

- (9) The term "Plans" shall mean the approved plans, profiles, typical cross sections, working drawings and supplemental drawings, or exact reproductions thereof, which show the location, character, dimensions, and details of the work to be done by the contractor.
- (10) The term "Contract Documents" shall mean the Specifications, Construction Contract Proposal, Special Provisions and Plans, as defined above.
- (11) The term "Manual" shall mean the Construction Manual, the Forms and Documentation Manual and all other publications of data and information produced by the KDOT for the instruction of its employees and furnished in bound or collected form.
- (12) The term "Field Engineer" shall for the administrative control of this Agreement be considered to mean Metro Engineer, Field Engineering Administrator and/or Area Engineer.

B. GENERAL RESPONSIBILITIES AND DUTIES

- (1) The Consultant shall perform engineering services necessary and incidental to the accomplishment of the Project to the satisfaction of KDOT, and as more fully detailed in Special Attachment - Specific Construction Provisions.
- (2) The Consultant will require that all personnel comply with the high visibility apparel requirements of the KDOT Safety Manual, Chapter 4, Section 8, Fluorescent Vests, as a minimum, while inspection is being performed.
- (3) The Consultant shall furnish services, labor, materials, equipment, supplies and incidentals, other than those hereinafter designated to be furnished by the KDOT, necessary to conduct and complete the services.
- (4) The services performed under this Agreement shall at all times be subject to the review and approval of KDOT.
- (4) The Consultant and/or LPA's principal contact with the KDOT shall be with the construction field office.
- (5) The services performed under this Agreement shall comply with all applicable federal and state laws and regulations.
- (6) The FHWA shall have the right to participate in all conferences and reviews.

determine proper course of action. In the event the Construction Engineer/Construction Coordinator and the Project Engineer/Project Manager cannot agree the Construction Engineer/Construction Coordinator will promptly contact the Field Engineer or the District Construction Engineer of KDOT who will determine the necessary course of action.

D. AGENCY COORDINATION AND COOPERATION

- (1) Contact and coordination with all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors shall be the responsibility of the KDOT.
- (2) The Consultant shall cooperate fully with the KDOT, all affected local, state and federal agencies (including the FHWA), the general public, utilities, railroad companies, and private consultants and contractors when so directed by the KDOT. Such cooperation may include attendance at conferences.

E. MEETINGS AND CONFERENCES

- (1) Conferences as may be necessary for the discussion and review of the services under this Agreement shall be scheduled between the Consultant and the KDOT. These conferences may include field review of the Project.
- (2) Conferences may be held upon the request of the Consultant or the KDOT.

II. PROSECUTION AND PROGRESS

A. GENERAL

- (1) Written authority to proceed with the services on any construction Project under this Agreement will be given by the KDOT to the Consultant. The KDOT will not be responsible for any services performed by the Consultant prior to such authorization.
- (2) Services performed under this Agreement will commence with attendance at a formal Construction Conference by the Consultant and the KDOT, unless otherwise stated elsewhere in the Agreement or at the direction of the Construction Engineer/Construction Coordinator during an informal Construction Conference. Attendees at a formal Construction Conference shall include representatives of KDOT's Area Engineer and the Construction office (Construction Engineer/Construction Coordinator) and Consultant's Project Engineer/Project Manager and such other representatives as may be designated by each party to the Agreement. The KDOT will notify the Consultant of the location, date and time and will make necessary arrangements for the conference. Topics for discussion shall include scope of the Contractor's construction operations and

shall be sent not less than ten (10) days in advance of the termination date stated in the notice.

- (2) The Consultant may terminate this Agreement, in the event of substantial failure of other parties to perform in accordance with the terms hereof, upon ten (10) days written notice in advance of the effective date of such termination received by all parties to this Agreement.
- (3) In the event the Agreement is terminated by the KDOT without fault on the part of the Consultant, the Consultant shall be paid for the work performed or services rendered under the terms agreed to by the LPA.
- (4) In the event the services of the Consultant are terminated by the KDOT for fault including but not limited to: unreasonable delays in performance; failure to respond to KDOT requests; and/or unsatisfactory performance on the part of the Consultant, the Consultant shall be paid under the terms agreed to by the LPA. The value of the services performed, rendered and delivered will be determined by the LPA.
- (5) In the event of the death of any member or partner of the Consultant's firm, the surviving members shall complete the services, unless otherwise mutually agreed upon by the LPA and the KDOT and the survivors, in which case the Consultant shall be paid under terms agreed to by the LPA.

D. SUBLETTING OR ASSIGNMENT OF CONTRACT

- (1) The Consultant shall not sublet or assign all or any part of the services under this Agreement without the prior written approval of the KDOT. Consent by the KDOT to assign, sublet or otherwise dispose of any portion of the Agreement shall not be construed to relieve the Consultant of any responsibility for the fulfillment of the Agreement.
- (2) All the applicable terms of this Agreement remain in force and are a condition to any services approved to be sublet or assigned.

III. BASIS OF PAYMENT

A. GENERAL

- (1) The Consultant will be paid under the terms agreed to by the LPA. The extra work will be paid for separately and in addition to the foregoing amount as approved by the LPA.
- (2) Final payment of any balance due the Consultant by the LPA will be made promptly upon completion of the work under this Agreement and acceptance by the KDOT, and upon receipt of the survey notes, records, reports, final estimates, record drawings, Manuals, Contract Documents,

- (2) All documents prepared by Consultant pursuant to this Agreement are instruments of service in respect of the Project. They are not intended or represented to be suitable for reuse by the Secretary or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at the Secretary's sole risk and without liability or legal exposure to the Consultant; and Secretary shall indemnify and hold harmless Consultant from all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Consultant and Secretary.

D. CONTINGENT FEES

- (1) The Consultant warrants that they have not employed or retained any company or person, other than a bonafide employee working solely for the Consultant to secure this Agreement, and that they have not paid or agreed to pay any company or person, any fee, commission, percentage, brokerage fees, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the KDOT in consultation with the LPA shall have the right to annul this Agreement without liability.

E. AGREEMENT ITEMS

- (1) It is also understood and agreed that the Project plans, Specifications, Special Provisions, and Construction Contract Proposal, as available, and other Special Attachments (Index provides List of Special Attachments) are all essential documents of this Agreement and are hereby incorporated by reference into this Agreement and are a part thereof.

F. LEGAL RELATIONS

- (1) The Consultant shall become familiar with, and shall at all times observe and comply with, all applicable federal, state, and local laws, ordinances and regulations.
- (2) The Consultant shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the Consultant's performance of services under this Agreement.

G. WORKER'S COMPENSATION AND OTHER EMPLOYEES PROVISIONS

- (1) The Consultant will accept full responsibility for payment of Unemployment Insurance, Worker's Compensation and Social Security as well as income tax deductions and any other taxes or payroll deductions

IN WITNESS WHEREOF: The parties hereto have caused this Agreement to be signed by their duly authorized officers. It is further understood that this Agreement and all other Agreements entered into under the provisions of this Agreement shall be binding upon the parties to this Agreement and their successors in office.

RECOMMENDED FOR APPROVAL:

Joseph E. Finley
Dodge City Engineer

APPROPRIATE LOCAL OFFICIAL:

Mayor of City of Dodge City

ATTEST:

Dodge City Clerk (Date)

ATTEST:

Melvin D. Chapman
BY: Name Melvin D. Chapman, P.E.

TITLE: V-President

CONSULTANT:

Cook, Flatt & Strobel Engineers, P.A.
Consultant

Kenny Blair 6/5/08
BY: Name Kenny Blair (Date)

TITLE: President

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

BY: _____
Jerome T. Younger, P. E. (Date)
Deputy Secretary for Engineering and
State Transportation Engineer



INDEX OF ATTACHMENTS

Special Attachment No. 1	Specific Construction Provisions
Special Attachment No. 2	Listing of KDOT Certified Inspectors
Special Attachment No. 3	Civil Rights Act of 1964 Rehabilitation Act of 1973 Americans With Disabilities Act of 1990 Age Discrimination Act of 1975 Executive Order 12898 of 1994

SPECIFIC CONSTRUCTION PROVISIONS

I. SCOPE OF SERVICES

A. SERVICES TO BE PERFORMED BY THE CONSULTANT

The Consultant agrees to:

- (1) Attend all conferences designated by the KDOT, or required under the terms of this Agreement.
- (2) Designate a Project Engineer/Project Manager who shall meet KDOT's certification policy and report and transmit Project activity and documents to KDOT's Construction Office.
- (3) Assign KDOT Certified Inspector(s) of the appropriate classifications to the Project to perform the services required under this Agreement in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Construction Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under this Agreement.
- (5) Perform the Consultant's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the Consultant's services and to check or test it prior to use on the Project.
- (7) Provide for Consultant personnel such transportation, supplies, materials and incidentals as are needed to accomplish the services required under this Agreement.
- (8) Undertake the following:

Transmit orders from the KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials, which do not comply with Contract Documents until any questions at issue, can be referred to and be decided by the KDOT's Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records or certificates of compliance for materials tested off the Project site and required, prior to the incorporation in the work, have been received.

Keep such daily diaries, logs and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate and final reports and records as may be required by the KDOT and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals of records and reports required by the KDOT, as applicable to the Project, which may include:

- a. Requests for partial and final payment

- b. Other reports and records as required by the individual Project
- (9) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the Consultant in the performance of this Agreement, upon completion or termination of this Agreement.
- (10) Return, upon completion or termination of this Agreement, all manuals, Contract Documents, guides, written instructions, unused forms and record keeping books, and other documents and materials furnished by the KDOT. The Consultant shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (11) Prepare and submit a certification of Project completion.
- (12) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:
- a. Earthwork and Culverts
1. A revised list of benchmarks
 2. Location of government benchmarks
 3. Major changes in alignment
 4. Major changes in grade line
 5. Established references on cornerstones
 6. Major changes in location of drainage structures
 7. Major changes in flow-line of drainage structures
 8. Drainage structures added or deleted
 9. Any change of access control
- b. Bridges
1. Changes in stationing
 2. Changes in type, size or elevation of footings
 3. Changes in grade line

B. SERVICES TO BE PROVIDED BY THE SECRETARY

- (1) The Secretary agrees to:
- a. Make available to the Consultant sufficient copies of the Contract Documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the Consultant to perform the services under this Agreement, for the Project to the same standards required of the KDOT's personnel.

- b. Provide for the use of the Consultant a sufficient supply of the blank diaries, logs, record keeping books, and reporting forms considered by the KDOT to be necessary for the Consultant to perform the services under this Agreement to the same standards required of the KDOT'S personnel.
 - c. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the Consultant until completion of the construction work.
 - d. Perform or provide for laboratory testing of materials requiring off-site testing facilities and obtain test reports or certificates of compliance hereof.
 - e. Perform all necessary weld inspection when there is welding for bridge beam connections and splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
 - f. Designate a Construction Engineer/Construction Coordinator in the Construction Office with the duties and responsibilities set forth in Section IC of the General Construction Provisions of the Agreement.
 - g. Provide, through the Field Engineer and the District Staff, such assistance and guidance to the Consultant as may be reasonably necessary to perform and complete this Agreement in conformance with standard construction engineering practices of the KDOT.
- (2) The Secretary reserves the right to assign and charge to the Project such KDOT personnel as may be needed.

II. PROSECUTION AND PROGRESS

- A. It is anticipated that the services to be performed under the construction contract will start in 2008, and be completed by 2008.
- B. The Consultant shall complete all services to be rendered under this Agreement no later than two months after completion of Project construction. Failure to comply may result in disqualification of the Consultant's Project Engineer/Project Manager or Chief Inspector until proper documentation is submitted and accepted.

III. BASIS OF PAYMENT

- A. Compensation for services provided by the Consultant will be as agreed to by the LPA and the Consultant.

IV. MISCELLANEOUS PROVISIONS

A. AUTHORIZED REPRESENTATIVES

- (1) The Field Engineer for the KDOT will be Mr. Dale Luedke, P.E., whose work address is 11310 East US-50, Dodge City, Kansas 67801-7081 and work telephone is 620-227-6122.
- (2) The Project Engineer/Project Manager for the Consultant will be Mr. Kenny Blair, P.E., Certification Number 2264 (expiration date is 11/17/2011), whose work address is 2930 SW Woodside Drive, Topeka, Kansas 66614 and work telephone is 785-272-4706.
- (3) The Chief Inspector for the Consultant will be Ms. Carla Preston, Certification Number 1164 (expiration date is 2/19/2013), whose work address is 7960 East Kellogg, Wichita, Kansas and work telephone is 316-681-7400.
- (4) The contact person for the LPA will be Mr. Joe Finley whose work address is 806 2nd Avenue, Dodge City, Kansas 67801-0880 and work telephone is 620-225-8406.

Listing of Inspection Staff for City of Dodge City, Project No. 29 U-2116-01 (Wyatt Earp Blvd)
 Consultant Firm - Cook, Flatt & Strobel Engineers, P.A., 2930 SW Woodside Drive, Topeka, KS 66614

Certification and Expiration Dates

Name	Cert. No.	INSPECTION										TESTING									
		BI	API	CPI	STR	IMSA	IIAC	ACI AGF	ACI AGL	AMF	ACI CF	ACI CS	PO	SF	SD	SOF	SOL	NUC	QC/QA ASPHALT	QC/QA CONCRETE	
Kenny Blair-Proj. Manager	2264	11/17/11	11/17/11	11/17/11	11/17/11																
Cell # (785) 249-8423																					
Carla Preston-Chief Insp.	1164	2/19/13	2/21/13	2/22/13	2/22/13							2/13/09				2/20/09		1/31/13		1/19/11	
Cell # (620) 482-4843																					
Bill Bender-Inspector	2268	1/30/12	2/1/12	1/10/12	1/31/12							2/13/09				2/24/10		1/11/11		1/12/10	
Cell # (785) 554-8967																					
Andy Hull-Inspector	1826	8/19/09	8/9/09	8/19/09	8/9/09							1/24/10				1/28/10		2/21/09		2/9/10	
Cell # (620) 200-0186																					
Truman Ware-Inspector	23	12/11/12		12/14/12	2/21/12																
Cell # (316) 655-2504																					
Roger LeMay-Inspector	2464	12/11/12	2/6/13	2/6/13	12/12/12							12/12/08	1/30/09					10/15/08		2/19/09	
Cell # (316) 258-4118																					
Carla, Andy, Truman & Roger work out of the Wichita Office - 7960 E Kellogg, Wichita, KS Phone (316) 681-7400																					
Kenny & Bill work out of the Topeka Office - 2930 SW Woodside Drive, Topeka, KS Phone (785) 272-4706																					

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL
JUSTICE IN MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and
any amendments thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-

assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,

- (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation
- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.



CREW/Keep Dodge City Beautiful
716 E. Military
Dodge City, KS 67801
Phone: 620-225-8148
www.dodgecity.org/crew



Memorandum

To: City Commission
From: Deb Rodda, M.S., A.T.,R., CREW/Keep Dodge City Beautiful
Cc: Ken Strobel, City Manager
Date: June 11, 2008
Subject: Purchase of Park Amenities

Attached for your consideration is an order confirmation from ABCreative for park amenities including the following:

Long Branch Park: This park is currently receiving new playground equipment and a new surface material of recycled tire product. The resurface material is funded by a grant from Kansas Department of Health & Environment (KDHE). To finish the playground area, two handicap picnic tables, two park bench, and three trash containers will be installed.

Bandshell Park: The Bandshell Park has been an ongoing project for Keep Dodge City Beautiful. Each year the Bandshell area receives new equipment to expand its facility. For several years the program has gradually purchased park benches (total of 76) and picnic tables (8) for the Wright Park bandshell complex. The project is nearing completion. We are proposing to adding trash receptacles that match the rest of the project.

Homestead Park: This park is currently receiving new playground equipment and a new surface material of recycled tire product. The resurface material is funded by a grant from KDHE. To finish the playground area, four trash containers will be added.

VFW Park: The park is on the list to undergo improvements in the next two years. A grant has been written to KDHE is receive funding for recycled tire product to go under the playground equipment. The parks and recreation department is looking to add new playground equipment. The current funding is proposed to add four new picnic tables and benches to the shelters.

Lions Park: The shelter within this park is in need of new picnic tables and benches. We are proposing to add two picnic tables and benches.

Water Plant Park: This park/break area is at the City of Dodge City Water Plant. The Water Plant has been undergoing remodeling over the last few months. This office will now be open more to the public and become much more visible. The current bench and table are quite old and falling into disrepair. The current funding is proposing to purchase one bench.

All park benches and plastic tables are made of recycled plastic material. ABCreative has been the vendor since we began installing recycled plastic park amenities in 1997. It is in our best interest to remain with ABCreative to have a consistent product throughout the parks. The recycled plastic products are a long-term investment as they are virtually maintenance free.

The \$19,470.00 cost will be taken from the recycling revenues. The history of the CREW/Keep Dodge City Beautiful program is to take the recycling profits and to spend them on items for public recreational use or beautification. All the recycling products collected by CREW are done on a voluntary basis. One of the promotional aspects of the recycling program is to provide people with knowledge that all the profits come back immediately to the community in the form of beautification programming and park amenities. One of the perks for the citizens is the knowledge that their recycling directly affects the community of Dodge City.



Creating your perfect park & playground since 1993

913-583-3332

32225 West 88th St. De Soto, KS 66018

Fax: 913-583-1436 e: info@abcreative.net

www.abcreative.net

Quote

Date	Job No.	Customer P.O. No.
4/1/2008	30254	

Project	30254 Misc Park Site Furnishings
Ship To	
City of Dodge City Wright Park Maint. Dept. Dodge City, KS 67801	
<i>Ath: Kurt</i>	

Name / Address
City of Dodge City/CREW/KAB Jane Longmeyer/Kurt Neitling 620/225-8100 PO Box 880 Dodge City, KS 67801

Thank you for this opportunity and we look forward to working with you!

*530-4320-443-22-07
Park Benches for the year 2008
Debbie Padden*

Qty	Description	Unit Price	Total
	LONG BRANCH PARK		
2	Foresite #1701 72" ADA Picnic Table w/ benches	1,027.00	2,054.00
2	Foresite #1501 Park Scapes 72" Bench w/ Back and arms	714.00	1,428.00
3	T. Steele #CRTR-32-P & TRLID-F-PT Trash Container w/ flat lid, 32 gal, powder coated steel - Black	759.00	2,277.00
	BANDSHELL PARK		
4	T. Steele #CRTR-32-P & TRLID-F-PT Trash Container w/ flat lid, 32 gal, powder coated steel - Green	759.00	3,036.00
	HOMESTEAD PARK		
2	T. Steele #CRTR-32-P & TRLID-F-PT Trash Container w/ flat lid, 32 gal, powder coated steel - Black	759.00	1,518.00
	VFW PARK		
4	Foresite #1801 96" ADA Picnic Table w/ benches	1,265.00	5,060.00
	LIONS PARK		
2	Foresite #1800 96" Picnic Table w/ benches	1,214.00	2,428.00
	WATER PLANT PARK		
1	Foresite #1501 Park Scapes 72" Bench w/ Back and arms	714.00	714.00
1	Shipping	1,955.00	1,955.00
	Discount Offer	-1,000.00	-1,000.00
		Total	\$19,470.00

Terms & Conditions: Product prices are good for 30 days & freight charges are good for 10 days from date shown on this estimate. Price does not include unloading, storage, assembly or installation unless noted. If install applies, installation assumes access to level area with no rock at footing locations. Concealed damage must be reported within fifteen (15) calendar days.

AFTER SIGNATURE, THIS FORM BECOMES A CONTRACT FOR PURCHASE OF ITEM (S) MENTIONED ABOVE.

To Accept Quote please print name and date and return to ABCreative.

City of Dodge City

Memorandum

Date: June 11, 2008

TO: Ken Strobel, City Manager



FROM: Dennis Veatch, Director of Development Services

RE: Agreement to provide consultant services to review and update the Dodge City Comprehensive Plan and the Dodge City/Ford County Strategic Plan.

Attached for your review and approval by the City Commission, as previously discussed, is an agreement between The City of Dodge City and Architecture Denver for consultant services to review and update the City of Dodge City Comprehensive Plan and the Dodge City/Ford County Strategic Plan.

Also attached is a cover letter and excerpts from the "Proposal for Community Planning & Urban Design Services – Comprehensive Plan for the City of Dodge City" (Exhibit 1) dated March 14, 2008, and the letter to Ryan Carpenter (Exhibit 2) dated March 14, 2008.

We are asking the City Commission to approve this final agreement/contract with Architecture Denver.

**Agreement Between
Owner – Dodge City, Kansas and
Consultant – ArchitectureDenver, PC**

AGREEMENT

made as of the SEVENTH (7th) day of MAY in the year of
TWO THOUSAND EIGHT (2008) - (SENT BY DENNIS VEATCH TO STEVE CHUCOVICH)

BETWEEN the Owner:

City of Dodge City Kansas
806 Second Avenue
Dodge City, Kansas 67801

and the Consultant:

ArchitectureDenver, P.C.
1553 Platte Street, Suite 202
Denver, Colorado 80202

For the following Project:

Reviewing and updating the City of Dodge City's Comprehensive Plan and the
Dodge City / Ford County Strategic Plan.

The Owner and the Consultant agree as set forth below.

ARTICLE 1
CONSULTANT'S SERVICES

The scope of services are defined as the following:

- Tasks required to review and update the City of Dodge City, Kansas Comprehensive Plan. This update shall conform with K.S.A. 12-747, Comprehensive Plan requirements.
- Develop a new Dodge City / Ford County Strategic Plan. This document will be developed concurrently with the Comprehensive Plan. The draft of this documentation will be submitted prior to 30 July 2008 for County Commissioner review.
- The development of the statutory Master Plan will be augmented with a digital document allowing for the continuous update and augmentation of the initially derived planning model developed for this project.
- The schedule of detailed services and a detailed description of proposed methodology are outlined in "Proposal for Community Planning & Urban Design Services – Comprehensive Plan for the City of Dodge City, Kansas" (EXHIBIT 1) dated 14 March 2008, and the letter to Ryan Carpenter (EXHIBIT 2) dated 14 March 2008.

ARTICLE 2
OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Consultant in order to avoid unreasonable delay in the orderly and sequential progress of the Consultant's services.

ARTICLE 3
USE OF CONSULTANT'S DOCUMENTS

3.1 The documents prepared by the Consultant for this Project are instruments of the Consultant's service for use solely with respect to this Project and, unless otherwise provided, the Consultant shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Consultant's documents for the Owner's information, reference and use in connection with the Project.

ARTICLE 4
DISPUTE RESOLUTION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relation to this Agreement or breach thereof shall be subject to and decided by The Ford County Kansas District Court.

4.2 A demand for resolution of dispute shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for resolution dispute be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No claim arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Consultant and any other person or entity sought to be joined.

ARTICLE 5

TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails, without proper cause, to make payment when due the Consultant for services and expenses, the Consultant may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Consultant within seven days of the date of the notice, the suspension shall take effect without further notice. IN the event of a suspension of services, the Consultant shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Consultant, the Consultant shall be compensated only for services performed prior to termination, together with Reimbursable Expenses then due.

ARTICLE 6 MISCELLANEOUS PROVISIONS

6.1 This Agreement shall be governed by the law of the State Of Kansas, The District Court of Ford County Kansas shall have exclusive jurisdiction of any legal action taken by either party.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run as determined by Kansas law.

6.3 The Owner and Consultant, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither Owner nor Consultant shall assign this Agreement without the written consent of the other.

6.4 This Agreement represents the entire and integrated agreement between the Owner and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Consultant.

6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Consultant.

6.6 Unless otherwise provide for this Agreement, the Consultant and Team shall have no responsibility of the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form in the Project affected area, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances. The Consultant shall notify the Client to test to determine the nature of hazardous materials, if through the normal course of work the Consultant suspects that hazardous materials may exist.

ARTICLE 7 PAYMENT TO THE CONSULTANT

7.1 Payment on Account

7.1.1 The Consultant and Team shall submit invoices for payment of services on a monthly basis. The basis of payment will be on a percentage of work complete for the work phase outlined in the proposal submitted to the City of Dodge City dated 14 March 2008.

7.2 Reimbursable Expenses

7.2.1 Reimbursable Expenses are included in the Consultant's compensation and include normal expenses incurred by the Consultant and Team in the interest of the Project for:

1. expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
2. long-distance communications;
3. reproductions;
4. postage and handling of documents

7.3 Payment on Account of the Consultant's Services

7.3.1 Payments on account of the Consultant's services shall be made monthly upon presentation of the Consultant's statement of services rendered or as otherwise provided in this Agreement.

7.4 Consultant's Accounting Records

7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on this project shall be available to the Owner or the Owner's authorized representative at mutually convenient times.

ARTICLE 8
BASIS OF COMPENSATION

8.1 COMPENSATION FOR THE CONSULTANT'S SERVICES, as described in Article 1, Consultant Services, shall be defined as follows:

A total sum not to exceed (\$156,000.00) ONE HUNDRED FIFTY-SIX THOUSAND DOLLARS Inclusive of the normal reimbursable expenses enumerated in 7.2.1 (above). This sum will not change without prior written approval by the Owner.

8.2 Payments are due and payable TWENTY (20) days from the date of the Consultant's invoices. Amounts unpaid SIXTY (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Consultant.

EIGHTEEN PER CENT (18%) ON THE OUTSTANDING AMOUNT

This Agreement entered into as of the day and year first written above.

OWNER

CONSULTANT



(Signature)

(Signature)

(Printed name and title)

Steve Chucovich, President ArchitectureDenver, PC
(Printed name and title)

14 March 2008

City of Dodge City
Development Services Department
Dennis Veatch, Director
806 Second Avenue
Dodge City Kansas 67801

To Dennis and the Committee:

Thank you for this opportunity. We are pleased to submit our qualifications statement, work plan and proposal for the Comprehensive master plan update for Dodge City.

During our work in town this last summer Mayor Kent Smoll made a statement in one of the stakeholder meetings to the effect that "Dodge City has had many plans over the years and all of these plans sit on the shelf after they are complete. We want to know how to be able to implement these plans." The process proposed here will give the City and the community that ability.

Our task as defined within the RFP is to take the existing 2003 Comprehensive plan, test and compare the data included within that plan with current data and update the data and plan as required. We will gather this information from the City and the community, city consultants and outside economic data. We will take this information and use it as the basis for the Comprehensive Plan document.

Within the scope and fee of this project we intend to take the data gathered and then create a dynamic web based model that can be used by the City to implement and update the plan. This is the planning tool That Kent Smoll requested. This living planning document can be used to measure growth and aid in planning expansion of everything from City services to evaluating sites for future development. We call this value added process Integrated Planning Approach

In short the Integrated Planning Approach is a method by which we execute a conventional planning analysis and then greatly expand the results.

The information gathering process follows a traditional approach with the assembly of materials and public/stakeholder input but the results rendered are dramatically different. By incorporating a series of dynamic design and economic tools (tied to a GIS information gathering process) and resources beyond those found within the traditional urban design/planner discipline, we are able to economically "bring to the table" real community based solutions that can be implemented based on community interest and financial reality that are scaled to the resources and ability of the community to implement sustainable economic development in a meaningful way.

While the traditional planning process can identify many of the current and projected pressures and issues, it does not create a tool for how to enhance or change conditions within the plan itself. A plan should give the decision makers the tools to be able to address the complexities and pressures put on the city through growth and change.

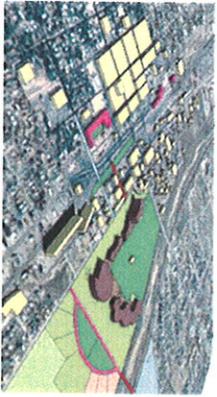
We have built a website using some of the tools available that were implemented in past projects to better demonstrate some of what we propose providing as part of this work scope. Please visit it at <http://projects.theisgroup.com/dodgecitycompplan> (username: Dodge and Password: Ford.) This site format will also be used as a project management tool throughout the project and can be available to all of those people involved in the effort. This provides immediate and clear communication across the City, the design team and stakeholders.

We look forward to the opportunity to present our team, methodology and process in more detail to you in person. Again, thank you for the opportunity.

On behalf of our team,

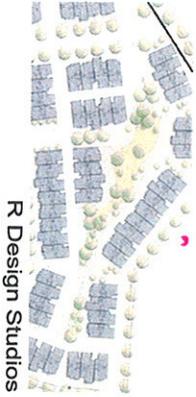
A handwritten signature in black ink, appearing to read 'SCV', with a long horizontal flourish extending to the right.

Steve Chucoovich
Principal
ArchitectureDenver

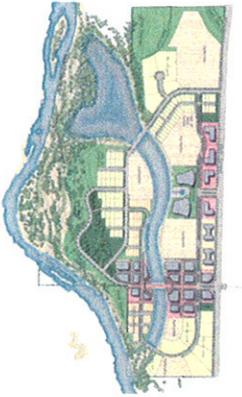


ArchitectureDenver

Proposal for the Comprehensive Plan
for the City of Dodge City, Kansas



R Design Studios



TSR Group

III. Approach

Urban Design is the underpinning of all comprehensive planning efforts. Urban design is more than streetscapes, parks and trees. It is a process by which we identify the best balance possible between the quality of life of the city's environment and the standard of living of its inhabitants.

This process begins by listening to individuals and groups and then developing an understanding of the goals and aspirations of that community. The information gathered is then organized into three layers: community perceptions (view of yourselves as a community), human patterns of use (movement [vehicular, pedestrian, access, comfort] and cultural bias (your worldview).

We begin to test the ideals against the reality of the existing physical environment. We look at the larger scale systems of service and delivery (water, food and transportation to name a few) then to the smaller scale of architecture which describes your attitudes and aspirations and defines your unique sense of place. These building groups are organized in their own scale from civic, commerce and ultimately as neighborhoods, the places where you live and balance with existing open space and other amenities. This is the scale and texture of the community. Any new development proposals desired or identified by the community by preference or need have to fit into this texture.

This process is not about coming up with a plan and then hoping for the best. It is about understanding the relationship between the physical and economic dynamics at work within the community. The intent is to take each proposal and back it up with measurable data that will test the proposed solution while giving the community the understanding of what growth and change can do and the tools to determine the difference between good and bad growth options.

Our Proposed Project Team includes urban designers, engineers, economists, policy strategists and scientists. Our work is focused on the renewal of our cities and towns. Our experience has shown us that the solution to the challenges posed by the redevelopment of our communities does not rest with one discipline but is a collaborative effort that reaches beyond traditional urban design to incorporate expertise on all aspects of what makes up a city. Our team includes

Architecture	Denver	Urban design / Project Management
The TSR Group		Data Management / Open Land Planning
R Design Studios		Landscape Architecture
Michelle Delaria, M.S.		Environmental and Water Science
KU Center for Applied Economics		Economic Analysis
Terry Ware		Community / Policy Planning
Prof. Jane Heiwerta		DCCC, Community Facilitator

Other consultants will be engaged as required with our intent to use individuals and companies already under contract or engaged to the City of Dodge City when possible. These will include (but not be limited to) Civil and Traffic Engineering, Housing and Tourism as well as consultants that would be required to complete the Ford County Comprehensive Strategic Plan.

We have come to understand that the present planning dialogue, intentionally or not, creates a separation in the discussion and implementation of infrastructure, civic services and design. This method does not work anymore. The limited resources available both on a local as well as environmental scale and the increasing cost of keeping the "machine" running nullify that conversation.

Ultimately, these traditional planning approaches have to be abandoned for a more integrated multilevel discussion that includes, at every point, the balanced dialogue of infrastructure services, public services, urban design and the architecture and economic growth opportunities that make up the built environment.

As design professionals we take the design and quality of life of our cities and towns seriously. We do not believe in any preconceived concept or approach as each city and town has unique characteristics and qualities that have to be enhanced to create the most cost effective and efficient environment

From our unique multidisciplinary approach we are able to study virtually all of the existing conditions that are found within a specific context, either urban or rural, and refine and develop linkages and connections necessary to create a balance of resource and opportunity.

The term "sustainable design" has become a popular phrase when discussing architecture today.

Sustainable design in the context of city and town planning has an expanded meaning. Sustainable design isn't only about buildings and neighborhoods. It is about the systems that make up all aspects of our built environment. It isn't about urban or rural, high or low density. It is about the fundamental balance between our standard of living and a quality of life. While energy use and cost is certainly a major discussion point and the ability to control these costs contribute to a stable and viable community, sustainable means ultimately all aspects of community life including:

- Quality and affordable housing
- Diverse commercial opportunities
- Good jobs
- Parks open space and recreational opportunities
- Social opportunities that strengthen the culture and life of the city.

When all of these elements work together on a community level it optimally supports a tax base that is efficient, fair and balanced between the community and the services provided by local government. This directly contributes to the balance of resource and opportunity described above.

Data and Data Management

A Comprehensive Plan is like a business plan. It maps out growth opportunities while identifying existing assets and deficits. The best business plans allow for dynamic change and unanticipated responses. The Comprehensive Plan should do the same.

Data management is the way for the community to keep the plan current. The information available today is so dynamic and can be organized in any way necessary for a community to make the best decisions about growth and opportunity. It will be available in raw and organized form as studies, numbers and graphic. Our design approach and resource base allows us to bring a wide variety of information to the planning discussion. We do not use data to determine a solution, we use data to test our solutions.

The best way for both the City and the County to utilize the wealth of data available will be through the concept of a Living Plan.

A "Living Plan"

Our Team is proposing a GIS model resulting in a "Living Plan." This allows for dynamic planning at any point in time as it relates to market, politics, public opinion, and economy in general. Many municipalities have voiced remarks like the following in regards to the usability/functionality of a Comprehensive and/or

Master Plan:

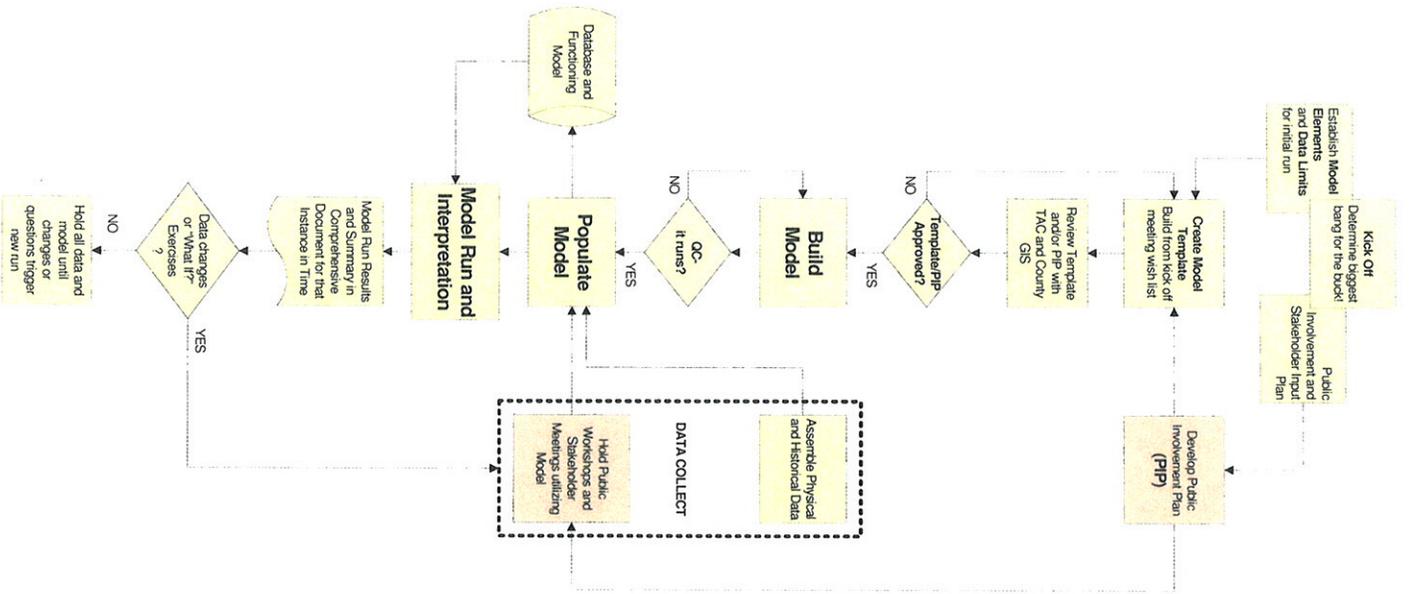
"There have been a number of attempts to develop a Comprehensive Plan for our area; some of the documents are now sitting on a shelf."

"It is important that the Comprehensive Plan be a document that responds to changes as the community evolves. In addition to laying out a vision and a plan for implementation, it is important the product include a framework that will allow the planning process to continue on into the future."

"... The plan should not be a conceptual plan that is developed off of a template. It needs to be more a process for future decision-making than a document full of conceptual drawings."

We feel so strongly in our approach that in this proposal we will talk about the deliverable not as a "Comprehensive Plan" but as a model with a model run and model run results. The model is a vessel that holds spatial geometry and any corresponding information, which may include units per parcel, public opinion, etc. All the information goes into the model and stays there. You can choose to activate and use it in answering "what if's." The model becomes a repository for historical information (EISs, public comments, road alignments, etc.) and current and future data. Each piece of data is dated which allows for comparative model runs.

There is nothing static about Dodge City and any potential plans. Time and culture do not stand still. Economy (including transportation/fuel costs) and market fluctuations are only a couple of elements that will impact what happens in Dodge City at any given time. This proposed model is made for changing conditions. It is a decision making tool that can be accessed and interpreted for a known/unknown situation at any specific point in time.



Our proposed process for building the model and essentially the initial project flow is as follows:

Meet with City and determine the "biggest bang for your bucks." We have outlined what we see as critical path process and data collection for physical, political, and cultural elements. Upon discussion these priorities may change.

Based on final determination of the kick off meeting, we will simultaneously outline the model template and prepare the PIP (see Public Involvement" below)

We will meet with the City as well as the County GIS staff to review the model template and PIP to ensure we have covered everything determined in the kick off meeting. If changes are required we will revisit the template and/or PIP and gain final approval before actually building the model.

While the model is being built, we will also be collecting data from the various sources described above and as determined in the kick off meeting.

Once the model is completed and certified functional, we will populate it with the physical data collected earlier. Additionally, we will use the model to facilitate public involvement meetings and stakeholder input. Results of these interactions will become part of the data set in the model. Remember that even though the model will be constructed to hold all the information described below in this document, we will be populating only that data which is critical to a decision making first model run.

We will run the model and apply our planning expertise to interpret results.

We will produce a printed report including references of data sources, data included, public involvement summary, and planning opinion summary with supporting maps and graphics. Additionally, we will deliver the working model and all collected data in digital data to the County GIS and Planning staff.

The City and County will then have a "living plan" for decision making at any given time and in response to short term changes and long term goals.

Once delivered, the City and/or County can operate and make model runs as needed.

Alternatively, the City and/or County is welcome to contract to TSR as changes or situations require new model runs. We will update the data, run the model, and provide a comprehensive opinion and summary at any time in the future.

The model will include place holders for information that may not be feasible or necessary to collect at this time. A graphic description of a potential model data follows. Essentially the model is a combination of layers, each layer having a specific purpose (parcel, highways, topography, etc.) The power of the model is in populating the spatial information and determining relationships between any given layer and it's set of attributes (tabular information tied to the geometry.)

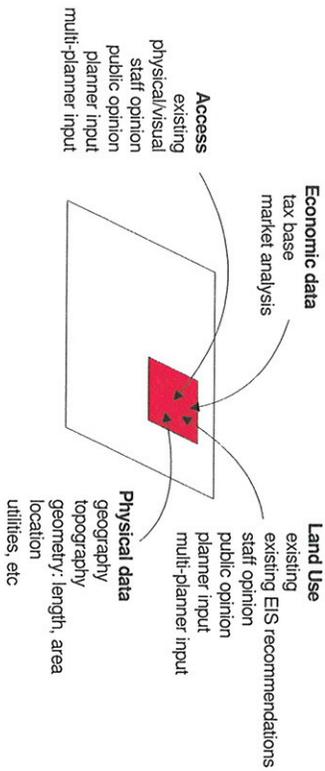
Data which will actually be assembled for the Dodge City model is dependant on availability and ultimately funding and timing. We are proposing to build a full model and to populate it with enough information to result in an initial decision making model run. Eventually, the model can be fully populated and updated. For now, at a minimum, we recommend:

- Physical Data –
 - Readily accessible Kansas State hydrology and environmental data
 - Ford County aerial photo
 - Ford County and Dodge City GIS layers including utilities, more specific hydrology (ditches, etc.), and parcels
 - Initial site visit observations including GPSed photographs and panoramas
 - KDOT data
- Cultural Data –
 - Information from existing EISs
 - Commentary/opinion from public/stakeholders, TAC, County staff
 - Commentary/opinion from planners at TSR

Additional data, if funding allows (or in future phases), might include:

- Other planner and engineer input/opinion
- Additional site visit data collection
- More public involvement sessions
- KDOT changes
- Cultural, market, and/or economic changes

All data collected today and in the future will relate to an actual physical location or entity (access point, parcel, utility line, etc.)



Phasing and Cost Estimate

This "Living Plan" will keep on living and will be only as valuable as the data is updated and the model is run and interpreted. As mentioned above, either the County can maintain and run the model as needed or they may consider contracting to TSR for annual or "as needed" runs.

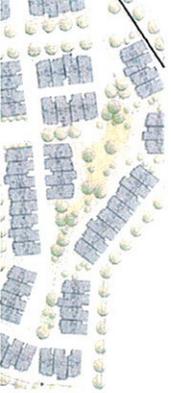
Also note that creating the model/"Living Plan" is the focus of this proposal and what we consider the first phase in developing a full blown model not only for Dodge City but possibly for the County in general. We will initially populate the model, including public involvement elements, to the extent funding will allow to result in a decision making first run and opinion. As funding becomes available, more data can be collected and a more robust dataset created. The model we will be delivering will be completely functional and able to take on more and more data as time and funding allows. The more data that is included, the more finite decisions can be made and reality based opinions offered.

To deliver the functioning model, the full data set, and the summary report reflecting the initial model run (required numbers of volumes included) we propose the following pricing:



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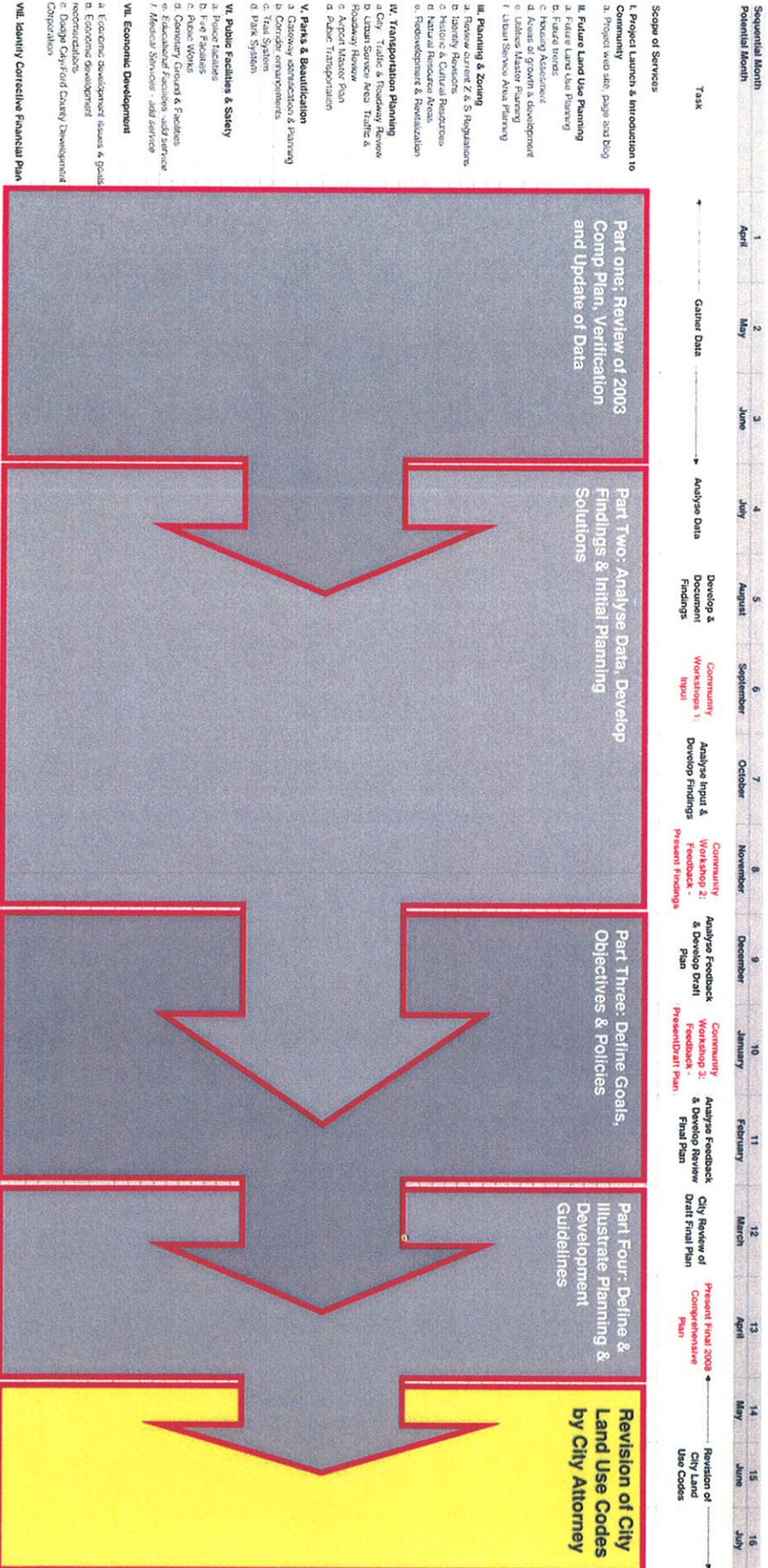
R Design Studios

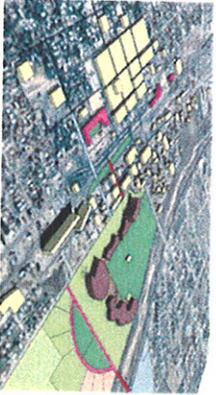


TSR Group

IV. Flow Chart

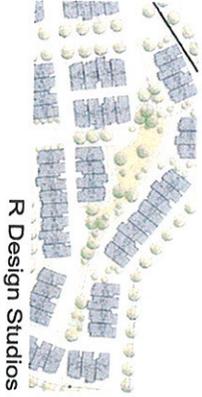
Proposal for the Comprehensive Plan for the City of Dodge City, Kansas





ArchitectureDenver

Proposal for the Comprehensive Plan
for the City of Dodge City, Kansas



R Design Studios



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V. Summary of Costs

Section 5 – Summary of Costs

Note: Refer to Section 3 – Project Flow Chart

Part One: Review of 2003 Comprehensive Plan, Verification of and Update of Data.	\$28,300
Part Two: Community Input #1 & #2, Analysis of Data, Development of Findings and Initial Planning Solutions.	\$59,300
Part Three: Community Input #3, Definition of Goals, Objectives and Policies and preparation of Draft Plan.	\$26,700
Part Four; City Review of Draft Plan and Submittal of Final Plan.	\$26,700
Expenses	\$9,000

14 March 2008

Dodge City / Ford County Development Corporation
Ryan Carpenter, Director of Special Projects
PO Box 818
311 W. Spruce
Dodge City Kansas 67801

Dear Ryan:

We are pleased to submit our qualifications statement, work plan and proposal for the Comprehensive Strategic Plan for the Dodge City / Ford County Development Corporation. This proposal outlines specific requirements of the RFP that are not similar to the work plan and product proposed under the Comprehensive Plan update. This document and the City RFP should be reviewed simultaneously.

Project Scope

The project scope as we understand it includes:

This study will develop strategies for strengthening and stimulating the long term growth of the community at large. This will be accomplished by developing a balanced economic and resource based sustainable approach that is comprehensive in its investigation of all facets of community economic and cultural life.

The implementation strategy will include public meetings with all communities involved and the understanding of the challenges as well as the opportunities seen by these communities. This information will be tested against the reality of the assembled economic data.

We will then conduct a series of visioning sessions with the community to identify and discuss the opportunities and how to implement these opportunities. This exercise will be used to build consensus in what can be done both short and long term to create a sustainable community.

Deliverables

This information will then be collated into report form and presented to the Kansas Department of Commerce. Ultimately this report will be tied to our value add proposal for the Comprehensive Plan update (see that document). This will allow the report to also become a tool for the community to evaluate development and economic proposals.

Project Team

It is our intent to utilize the same team as we will use on the Comprehensive Plan update. That team will include:

ArchitectureDenver
The TSR Group
R Design Studios
Michelle Delaria, M.S.
KU Center for Applied Economics
Terry Ware
Prof. Jane Holwerda

Urban design / Project Management
Data Management / Open Land Planning
Landscape Architecture
Environmental and Water Science
Economic Analysis
Community / Policy Planning
DCCC, Community Facilitator

Other consultants will be engaged as required with our intent to use individuals and companies already under contract or engaged to the City of Dodge City when possible. These will include (but not be limited to) Civil and Traffic Engineering, Housing and Tourism as well as consultants that would be required to complete the Ford County Comprehensive Strategic Plan.

Please review our team expertise and experience in the Comprehensive Master Plan RFP document addressed to Dennis Veatch.

Schedule

The Development Corporation's intent is to have the project complete by 18 June 2008. Upon engagement of both projects a complete detailed schedule will be developed. The intent will be to "piggyback" the public meeting and information gathering process.

Special Conditions of Performance

As discussed in the proposal documents and through conversations, this project would run concurrent with the Comprehensive Plan update process. Public meetings and information gathering would run concurrent to achieve the best use of resources and time. Should ArchitectureDenver and its team not be selected for the Comprehensive Plan update project then we would have to remove this proposal from consideration.

Compensation

We understand the Development Corporation has \$6,000.00 for the study. Our team will produce the study concurrent with the Comprehensive Plan update for that sum.

On behalf of our team,



Steve Chucovich
Principal
ArchitectureDenver