

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, January 4, 2010

7:00 p.m.

MEETING #4793

CALL TO ORDER

ROLL CALL

INVOCATION:

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).

City Character Trait: Punctuality vs Tardiness

Employee of the Month: Curtis Holecek, Dodge City Fire Department

Dodge City Public Library Quarterly Update: Cathy Reeves

CONSENT CALENDAR

1. Approval of City Commission Special Meeting minutes, December 21, 2009
2. Approval of City Commission Meeting minutes, December 21, 2009
3. Approval of City Commission Special Meeting minutes, December 31, 2009
4. Appropriation Ordinance No. 1, January 4, 2010
5. Cereal Malt Beverage License
 - a. Tacos Jalisco, 412 E. Wyatt Earp

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Agreement Contract for Engineering Services for Gunsmoke LLC. Presented by Joe Finley, Director of Engineering Services.
2. Approval of Agreement for Professional Engineering Services for Comanche Street Extension with Brungardt Honomichl & Company, P.A. Presented by Joe Finley, Director of Engineering Services.
3. Approval of Grant Application for Waste Tire Derived Products for Friendship Park and Kiwanis Park. Presented by Kurth Lancaster, CREW/KDCB Coordinator.

OTHER BUSINESS

ADJOURNMENT

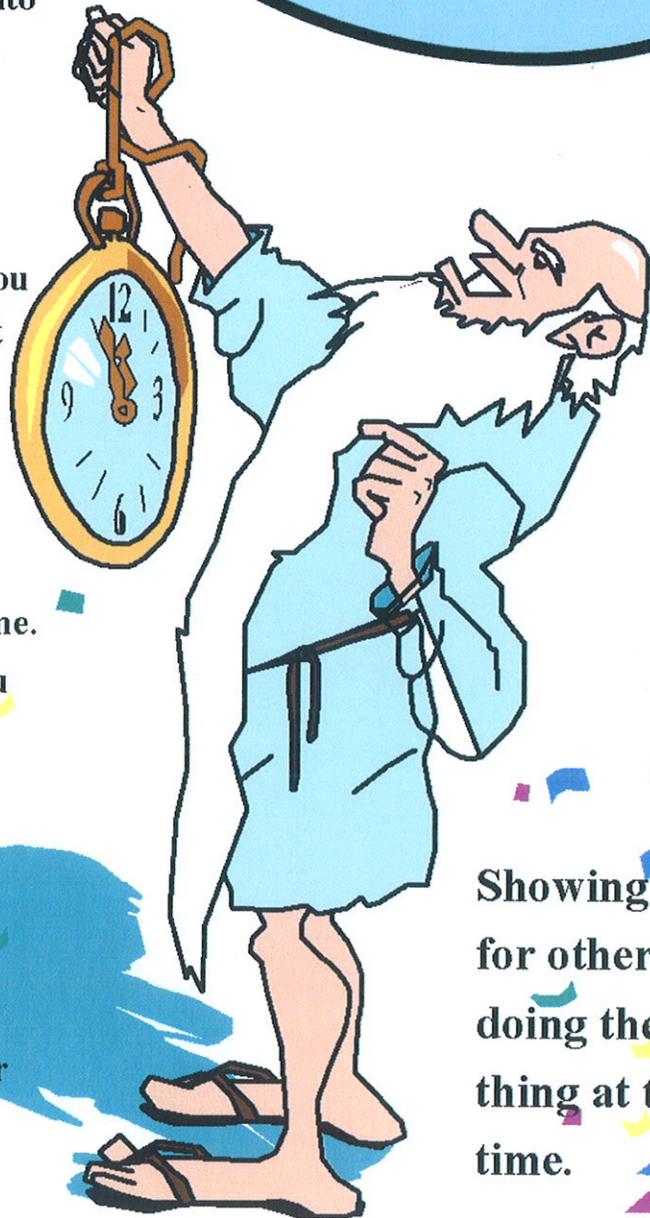
January 2010

CITY CHARACTER TRAIT

Key Concepts

1. **Begin Early:** Consider when you need to finish a project, and break it into weekly steps. Take control of projects instead of being controlled by what is most urgent.
2. **Keep Track of Time:** Schedule appointments and set alarms to help you remember. Don't get so busy you start forgetting your commitments.
3. **Prioritize Your Day:** Use your schedule to tell you what is most important at a particular time.
4. **Respect Others' Time:** Be on time.
If you can't accomplish everything you need to accomplish, schedule another meeting. Give yourself room in your schedule so that you can take time for other people.
5. **Finish on Time:** Anticipate what you need to do each week in order to accomplish your larger goals. Use your time accordingly each day.

PUNCTUALITY
VS
TARDINESS



Showing esteem
for others by
doing the right
thing at the right
time.

CITY COMMISSION SPECIAL MEETING

The Learning Center
308 West Frontview
Monday, December 21, 2009
5:30 p.m.
MEETING #4790

CALL TO ORDER

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

Also in attendance was: Ford County Commissioners Kim Goodnight, John Swayze, Terry Williams; Dodge City Community College Board of Trustees Dr. Merrill Conant, Dr. Jason Joy, Dr. Morris Reeves, Shane Bangerter, Floris Jean Hampton, Don Webb; Unified School District #443 Board of Education Danny Reichenborn, Linda Goff and Mario Sanchez.

PUBLIC HEARING for Neighborhood Revitalization Plan was opened. A PowerPoint presentation was given by Joanne Knight, Director of the Dodge City/Ford County Development Corporation and Cherise Tieben, Assistant City Manager. The members of the various boards discussed the program. Public Hearing closed.

NEW BUSINESS

1. Adoption of Resolution No. 2009-31: A Resolution Adopting the City of Dodge City Neighborhood Revitalization Plan and Designating a Neighborhood Revitalization Area. Commissioner Smoll moved to approve Resolution No. 2009-31, seconded by Commissioner Sherer. The motion carried unanimously.
2. Approval of Neighborhood Revitalization Plan Interlocal Agreement. Commissioner Sherer moved to approve the agreement, seconded by Commissioner Weber. The motion carried unanimously.
Ford County Commission: Commissioner Goodnight moved to approve the agreement, seconded by Commissioner Williams. The motion carried unanimously.
Dodge City Community College: Dr. Conant moved to approve the agreement, seconded by Morris Reeves. The motion carried unanimously.
Unified School District #443: The School System did not have a quorum present and therefore did not take a vote. The information will be presented to the board at their next regular meeting

ADJOURNMENT: Commissioner Smoll moved to adjourn the meeting, seconded by Mayor Sowers. The motion carried unanimously.

Mayor Rick Sowers

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, December 21, 2009

7:00 p.m.

MEETING #4791

CALL TO ORDER

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

INVOCATION: Vernon Bogart

PLEDGE OF ALLEGIANCE

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).

Presentation to Tim Wolfe, Dodge City Fire Department for 32 years of dedicated service with the Dodge City Fire Department.

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, December 7, 2009
2. Approval of City Commission minutes, December 7, 2009
3. Appropriation Ordinance No. 25, December 21, 2009
4. Cereal Malt Beverage License
 - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
 - b. Ramon Preciado, 806 Central Ave.
 - c. Knights of Columbus #2955, 800 W Frontview St.
 - d. Walgreen Company, 1801 N 14th Ave.
 - e. Angie's Git n Go, 2305 W. Wyatt Earp Blvd.

Commissioner Sherer moved to approve the Consent Calendar, seconded by Commissioner Weber. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2009-32: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Street Improvements for Interfaith Housing Project) in the City of Dodge City. Commissioner Sherer moved to approve Resolution No. 2009-32, seconded by Commissioner Weber. The motion carried unanimously.

Resolution No. 2009-33: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Waterline Improvements for Interfaith Housing Project) in the City of Dodge City. Commissioner Sherer moved to approve Resolution No. 2009-33, seconded by Commissioner Weber. The motion carried unanimously.

NEW BUSINESS

1. Contract with BG Consultants for Inspection/Engineering Services for the 14th Street Bridge Project in the amount not to exceed \$47,200 was moved for approval by Commissioner Weber, seconded by Commissioner Sherer. The motion carried unanimously.
2. Contract with BHC for Brier Street Subdivision Inspection/Engineering Services in the amount not to exceed \$52,602.20 was moved for approval by Commissioner Broeckelman, seconded by Commissioner Smoll. The motion carried unanimously.
3. Partnership with the State of Kansas Travel and Tourism Division for Shared TV and Radio Advertising in the amount of \$24,000 was approved on a motion by Commissioner Sherer, seconded by Commissioner Smoll. The motion carried unanimously.

OTHER BUSINESS

Ken Strobel, City Manager:

- Fire Chief Dan Williamson and Chief of Police John Ball will be retiring on December 27th. Both have done an excellent job in all their years of service.
- In True West Magazine, Dodge City was name in the Top 10 True West towns
- December 31st at 8:00 a.m. will be a Special City Commission meeting in the Commission Chambers

Christa Roy, Public Information Officer

- JE Dunn is working on installing underground plumbing at the Special Events Center and McPherson has made some concrete placements for the parking lot
- Concrete Placements are being made on both 14th Street and Wyatt Earp

Ken Strobel, City Manager

- Thanked Cherise Tieben for her leadership on the Neighborhood Revitalization Plan program and other housing incentive projects

Commission Weber:

- Merry Christmas
- Spent time in Southeast Kansas and the people there are excited about what is going on in Southwest Kansas

Commissioner Sherer:

- Asked about Police Docket Book scanning project
- Thanked Dan Williamson and John Ball
- Congratulations to the CVB
- Congratulations to the Casino
- Merry Christmas and Happy New Year

Commissioner Broeckelman:

- Encourage all to attend the Casino to see what the City has to offer
- Congratulation to Tim Wolfe on his 32 years of service with the Fire Department
- Merry Christmas and Happy New Year

Commissioner Smoll:

- Congratulations to everyone in Dodge City-you should be proud
- Thanked Public Works Department
- Congratulations to the Casino
- Congratulations to Dan Williamson, John Ball and Tim Wolfe
- Shop local

Mayor Sowers:

- Thanks to the retirees
- Thanked the Governor for coming to the opening of the Casino
- Neighborhood Revitalization Program
- Thanked the fellow Commissioners and city staff for the past year

ADJOURNMENT: Commissioner Sherer moved to adjourn the meeting, seconded by Commissioner Broeckelman.

Mayor Rick Sowers

ATTEST:

Nannette Pogue, City Clerk

(This form prepared by the Attorney General's Office)
(Firm, Partnership, or Association application form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS Dec. 24, 2009

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

or
THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS

I Rebecca Escalante, on behalf of a firm,

partnership, of association (circle the proper one) known as Tacos Jalisco

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 to you, relating to the sale or distribution of cereal malt beverage; and for the purpose of securing such license, I make the following statements under oath:

1. The firm, copartnership, or association is made up of the following persons whose names, residences, ages, dates of birth, places of birth, methods of obtaining United States citizenship with date and place of naturalization, if that is the basis of citizenship, together with the length of each person's residence within the State of Kansas and the city or county to which this application is being made, are set forth below:

Rebecca Escalante, 1201 First Avenue, 54 years of age, born 11-23-55 in Plainview, TX. I moved to Dodge City in 1995, total of 14 yrs.

2. I hereby certify that with regard to each of the above-named persons the following statements are true:

None of them has within the last two years from this date been convicted of:

- (a) A felony
- (b) A crime involving moral turpitude
- (c) Drunkenness
- (d) Driving a motor vehicle while under the influence of intoxicating liquors
- (e) 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.

3. (a) The premises for which the license is desired are located at 412 E Wyatt Earp Dodge City, KS 67801

(b) The legal description of the premises is 412 E. Wyatt Earp

(c) The street number is 412 E. Wyatt Earp

(d) The building is described as Commercial bldg.

(e) The business will be conducted under the name of Tacos Jalisco

(f) The place of business will be conducted by the following manager, if not by one of the firm, partnership, or association members Amado Alvarez; Rebecca Escalante

(g) Said manager's place and date of birth Amado - Guadalajara, Jal. Mexico 2/28/66
Rebecca Escalante Plainview, TX; 11-23-55

(h) Said manager's residence in the State of Kansas in Ford County and in the City of Dodge City are as follows:
10829 W. McArthur Rd. and 1201 First Avenue

(i) Said manager is a citizen of the United States by birth () , naturalization () , is not a citizen (). If a naturalized citizen, the place and date of naturalization are:
Amado - Resident Alien; Rebecca - Citizen

(j) Said manager has not been convicted of any of the crimes specified in number 2 above (). If he has, the details are as follows: Neither one

4. The name(s) and address(es) of the owner, or owners of the premises upon which the proposed business will be conducted is/are Amado & Sandra Alvarez live at 10829 McArthur,
Tacos Jalisco; Rebecca Escalante 1201 First Ave.

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

A license fee of \$225⁰⁰ is enclosed herewith.

I, Rebecca Escalante, one of the partners (), association (), or firm members (), applying for the above-named license to retail cereal malt beverages hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage retail license, if any, issued pursuant to this application by the proper officials, for the violations of any such laws, rules or regulations.

Rebecca Escalante, Partner
(Signature and official position of individual making application)

STATE OF KANSAS, COUNTY OF FORD, ss.

I, Rebecca Escalante, Partner, of the
(Signature and official position)
Tacos Jalisco, do
(Name of firm, copartnership, or association)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Rebecca Escalante
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 24th day of December, 2009



Sarah N. Davis
(Character of official administering oath)

My commission expires on the 27th day of February, 2010

APPLICATION APPROVED this _____ day of _____,

By _____ (Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

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

Date: December 28, 2009

Subject: PL0904 Gunsmoke LLC Subdivision
Streets, Water and Sewer

Agenda Item: New Business

Recommendation: Approve Agreement pending review by City Attorney

Background: The Commission previously authorized staff to negotiate with SMH to provide engineering services necessary to develop conceptual plat for the developer to review, develop final plat based on comments from the developer and City staff, and to develop construction plans and documents necessary to construct streets, water, sewer and storm water infrastructure.

Justification: The City has a need for additional housing and this subdivision will help in addressing the need. SMH will provide the necessary services to insure that the subdivision meets all City requirements while meeting the developer's time schedule.

Financial Considerations: The contract with SMH is for \$69,625.00

Purpose/Mission: By contracting with SMH, we will provide additional housing opportunities for new and existing citizens.

Legal Considerations: The City is entering into contract with SMH and is bound by the provisions of this contract

Attachments: The Consulting Services Agreement with SMH Consultants.

CONSULTING SERVICES AGREEMENT

Client: City of Dodge City Address: 806 Second Avenue Dodge City, KS 67801 Telephone: 620-225-8106 Contact: Joe Finley Client Job No.:	Project: Gunsmoke LLC Residential Development Project Location: Avenue A SMH Project Manager: Jeff Hancock SMH Job No.: 091218FE
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This AGREEMENT is made by and between **City of Dodge City**, hereinafter "CLIENT", and SMH Consultants, PA, INC. hereinafter called "CONSULTANT", for professional consulting services not presently specified under any other agreement between CLIENT and CONSULTANT. CONSULTANT agrees to provide CLIENT with requested consulting services more specifically described as follows:

Conceptual Platting, Final Platting, and Construction Documents for Sanitary Sewer, Water, Mass Grading, and Street Construction related to the Gunsmoke LLC Residential Housing Project.

The following Attachments here hereby made a part of the AGREEMENT:

- GENERAL CONDITIONS
- Attachment A: Scope of Services and Fee Estimate for Work Authorizations
- Attachment B: Personnel and Reimbursable Rates
- Attachment C:
- Other:

By signing this AGREEMENT, CLIENT acknowledges that it has read and fully understands this AGREEMENT and all attachments thereto. CLIENT further agrees to pay CONSULTANT for services described herein upon receipt of invoice by CLIENT.

- FEE ESTIMATE SHOWN ON EACH SERIALLY NUMBERED WORK AUTHORIZATION
- THE ESTIMATED TOTAL COST OF CONSULTANT'S SERVICES IS \$69,625.00.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT.

CLIENT

By: _____
AUTHORIZED REPRESENTATIVE
TITLE: _____
DATE: _____

CONSULTANT

By: Jeff Hancock
AUTHORIZED REPRESENTATIVE
TITLE: Owner
DATE: December 23, 2009

PLEASE SIGN AND RETURN ONE COPY TO SMH CONSULTANTS, P.A.

SMH
CONSULTANTS

GENERAL CONDITIONS

SECTION I – Services by Consultant

1.1 General

CONSULTANT shall provide services under this AGREEMENT only upon request of the CLIENT, and only to the extent defined and required by the CLIENT. These services may include the use of outside services, outside testing laboratories and special equipment.

1.2 Scope of Services and Fees

The Services to be performed by CONSULTANT and the associated fee estimate are attached hereto and made a part of this AGREEMENT as ATTACHMENT A and shall be performed by the CONSULTANT in accordance with the CLIENT's requirement. It is mutually understood that the fee estimate shown in ATTACHMENT A is not a firm contractual amount except the total fee by the CONSULTANT shall not exceed the estimate unless authorized by the CLIENT. The intent of the Scope of Work and the estimate contained in ATTACHMENT A is to identify the Services to be provided by CONSULTANT. However, it is specifically understood that by written notice to CONSULTANT, CLIENT can decrease or, with concurrence of CONSULTANT, increase the Scope of Work.

SECTION II – Payment to Consultant

2.1 Payment for Personnel Services

2.1.1 Payment

Payment for the services rendered by CONSULTANT's personnel shall be based on the hours of chargeable time and in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached hereto, and made a part of this AGREEMENT as ATTACHMENT B.

2.1.2 Chargeable Time

Chargeable time for CONSULTANT's personnel is that portion of their time devoted to providing services requested by CLIENT. Chargeable time for field personnel located away from CONSULTANT's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for federally declared legal holidays or during an employee's sick leave or vacation time. Travel time from CONSULTANT'S office to an assigned work site and return to CONSULTANT's office is chargeable time; or if more economical for CLIENT, CONSULTANT shall lodge its personnel overnight near the work site in lieu of traveling back to CONSULTANT's office at the end of each work day.

2.1.3 Overtime Rates

The basis for payment to CONSULTANT for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in ATTACHMENT B.

2.2 Payment for Direct Expenses

2.2.1 Payment

For Direct Expenses incurred by CONSULTANT, payment to CONSULTANT by the CLIENT shall be in accordance with CONSULTANT's Schedule of Unit Rates, which is identified, attached to, and made a part of this AGREEMENT as ATTACHMENT B.

2.2.2 Direct Expenses

For the purposes of this AGREEMENT, Direct Expenses to be contracted and managed by CONSULTANT and payable by CLIENT to CONSULTANT shall include: Outside Services including the services and reimbursable expenses for firms other than CONSULTANT which are necessary for the work the CONSULTANT is directed to perform; Laboratory Test and related reports necessary for the work the CONSULTANT is directed to perform, either by the CONSULTANT or by an outside service for the CONSULTANT; Special Equipment expenses including the costs of the CONSULTANT locating, acquiring, leasing or renting any equipment or facilities not currently owned, leased or rented by CONSULTANT at the time of the request for services which are necessary to enable the CONSULTANT to provide the services requested; Vehicles furnished by CONSULTANT for CONSULTANT'S authorized travels and for CONSULTANT's field personnel; Per Diem expense of actual costs of maintaining CONSULTANT's field personnel on or near the Project site, for each day of field assignment

away from CONSULTANT's office; and Other Direct Expenses associated with all services provided hereunder and identified in ATTACHMENT B.

2.3 Payment Conditions

2.3.1 CONSULTANT shall submit monthly invoices for all personnel services and direct expenses under this AGREEMENT and a final invoice upon completion of services.

2.3.2 Invoices are due and payable upon receipt by CLIENT. Interest at a rate of 1.5% per month or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payment will first be credited to interest and then to principal.

2.3.3 In the event of a disputed or contested invoice, only that portion so contested will be withheld from payment and the CLIENT will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.3.4 If CLIENT fails to make payment in full to CONSULTANT within sixty (60) days after the date of the disputed invoice. CONSULTANT may after giving seven (7) days written notice to CLIENT, suspend services under this AGREEMENT until paid in full, including interest. CONSULTANT shall have no liability to CLIENT for delays or damages caused by such suspension or services. CLIENT agrees to pay all costs of collection, including reasonable attorney's fees, incurred by CONSULTANT as result of CLIENT's failure to make payments in accordance with this AGREEMENT.

2.3.5 The billing rates specified in ATTACHMENT B for subsequent years shall be adjusted annually in accordance with CONSULTANT's costs of doing business, subject to CLIENT's review and concurrence.

SECTION III – Term of Agreement

3.1 Term

CONSULTANT's obligations to perform under this AGREEMENT shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

CLIENT shall have the absolute right to abandon any work, requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of AGREEMENT

This AGREEMENT may be terminated for convenience on thirty (30) days written notice, or for cause if either party fails substantially to perform through no fault of the other and does not commence and make a continuing effort to effect correction of such non-performance within seven (7) days of written notice.

3.4 Payment for Work Upon Abandonment or AGREEMENT Termination

If CLIENT abandons requested work or terminates this AGREEMENT, CONSULTANT shall be paid on the basis of work completed to the date of abandonment or effective date of termination. CONSULTANT shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION IV – General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services, which CONSULTANT shall provide hereunder, shall be subject to the oversight and general guidance of CLIENT.

4.1.2 While upon the premises of CLIENT or property under its control, all employees, agents and subconsultants of CONSULTANT shall be subject to CLIENT's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder. CONSULTANT shall be and remain an independent Consultant and that the employees, agents or

subconsultants of CONSULTANT shall not be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 CONSULTANT shall furnish CLIENT a certificate of insurance upon request showing amounts and types of insurance carried by CONSULTANT, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by CONSULTANT under this AGREEMENT it will give CLIENT ten (10) days advance notice of cancellation or change in the insurance coverage shown on such certificates.

4.3 Successors and Assigns

4.3.1 CLIENT and CONSULTANT each binds itself and its partners, successors, executors, administrators, assigns and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this AGREEMENT.

4.3.2 Neither CONSULTANT nor CLIENT shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this AGREEMENT without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this AGREEMENT. Nothing contained in this paragraph shall prevent CONSULTANT from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than CLIENT and CONSULTANT except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 CONSULTANT shall comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules and regulations relating to the performance of the services CONSULTANT is to perform under this AGREEMENT.

4.4.2 Neither the CONSULTANT nor the CONSULTANT's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this AGREEMENT with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports and other materials and work products, which have been prepared or furnished by CLIENT prior to the AGREEMENT, shall remain CLIENT's property. CLIENT shall make available to CONSULTANT copies of these materials as necessary for the CONSULTANT to perform the services requested hereunder.

4.5.2 All drawing, specifications, test reports and other materials and work products, including computer aided drawings, designs and other data filed on electronic media which will be prepared or furnished by CONSULTANT (and CONSULTANT's independent professional associates and subconsultants) under this AGREEMENT, are instruments of service in respect to the Project and CONSULTANT shall retain an ownership and property interest therein whether or not the Project is completed. CLIENT may make and retain copies for information and reference in connection with the use and the occupancy of the Project by CLIENT and others; however, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the Project of on any other project. Further, CONSULTANT makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by CONSULTANT in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to CLIENT. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at CLIENT's sole risk and without liability or legal exposure to CONSULTANT or to CONSULTANT's independent professional associates or subconsultants, and CLIENT shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and subconsultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any

such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by CLIENT and CONSULTANT.

4.6 Severability

If any of the provisions contained in this AGREEMENT are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and the AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

4.7 Location of Underground Utilities

It shall be the CLIENT's responsibility to locate and physically mark all underground utilities and structures, which lie within the work area prior to the start of subsurface investigations. If the CLIENT elects not to assume this responsibility, CLIENT shall notify CONSULTANT and shall compensate CONSULTANT for all costs associated with locating and physically marking said underground utilities and structures according to CONSULTANT's project billing rates, over and above the estimated project fee. CLIENT shall indemnify and hold CONSULTANT harmless from any damages and delays resulting from unmarked or improperly marked underground utilities and structures. For reasons of safety, CONSULTANT will not begin work until this has been accomplished.

4.8 Subsurface Investigations

In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics might vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect Project cost and/or execution. These conditions and cost/execution effects are not the responsibility of the CONSULTANT.

4.9 CONSULTANT's Personnel at Project Site

4.9.1 The presence or duties of the CONSULTANT personnel at a Project site, whether as onsite representatives or otherwise, do not make the CONSULTANT or its personnel in any way responsible for those duties that belong to the CLIENT and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including , but not limited to, all construction methods, means, techniques, sequences and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The CONSULTANT and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except CONSULTANT's own personnel.

4.9.2 The presence of CONSULTANT's personnel at a construction site is for the purpose of providing to CLIENT a greater degree of confidence that the completed work will conform generally to the project documents and that the integrity of the design concept as reflected in the project documents has been implemented and preserved by the contractor(s). CONSULTANT neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

4.10 Opinions of Cost, Financial Considerations and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the CONSULTANT has no control over the cost of labor, materials, equipment, or services furnished by other, or over the Contractor(s) methods of determining prices, or over competitive bidding or market conditions. CONSULTANT's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of CONSULTANT's experience and qualifications and represent CONSULTANT's judgments as an experienced and qualified professional consultant familiar with the construction industry. CONSULTANT makes no warranty that the CLIENT's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the

CONSULTANT's opinions, analyses, projections, or estimates. If CLIENT wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, CLIENT will employ an independent cost estimator, contractor, or other appropriate advisor.

4.11 Disposition of Samples and Equipment

4.11.1 Disposition of Samples

No samples and/or materials will be kept by CONSULTANT longer than thirty (30) days after submission of the final report unless agreed otherwise.

4.11.2 Hazardous or Potentially Hazardous Samples and Materials

In the event that samples and/or materials contain or are suspected to contain, substances or constituents hazardous or detrimental to health, safety, or the environment as defined by federal, state, or local statutes, regulations or ordinances, CONSULTANT will, after completion of testing, return such samples and materials to CLIENT, or have the samples and materials disposed of in accordance with CLIENT's directions and all applicable laws. CLIENT recognizes and agrees that CONSULTANT at no time assumes title to said samples and materials, and shall have no responsibility as a handler, generator, operator, transporter, or disposer of said samples and materials.

4.11.3 Contaminated Equipment

All laboratory and field equipment contaminated in CONSULTANT's performance of services will be cleaned at CLIENT's expense. Contaminated consumables will be disposed of and replaced at CLIENT's expense. Equipment (including tools), which cannot be reasonably decontaminated shall become the property and responsibility of CLIENT. At CLIENT's expense, such equipment shall be delivered to CLIENT, or disposed of in the same manner specified in 4.11.2 above. CLIENT agrees to pay CONSULTANT the fair market value of any such equipment which cannot reasonably be decontaminated and is delivered to CLIENT pursuant to this AGREEMENT.

4.12 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.12.1 If CONSULTANT, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of CONSULTANT's services will be reconsidered and that this AGREEMENT shall immediately become subject to renegotiation or termination.

4.12.2 In the event that the AGREEMENT is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that CONSULTANT shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this AGREEMENT, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.12.3 CLIENT also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for CONSULTANT to take immediate measures to protect health and safety. CONSULTANT agrees to notify CLIENT as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. CLIENT authorizes CONSULTANT to take measures that in CONSULTANT's sole judgment are justified to preserve and protect the health and safety of CONSULTANT's personnel and the public. CLIENT agrees to compensate CONSULTANT for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon CONSULTANT any duties or obligations other than those imposed by law.

SECTION V – Professional Responsibility

5.1 Performance of Services

CONSULTANT will strive to perform services under this AGREEMENT in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other presentation, express or implied, and no warranty or guarantee is included or intended in this AGREEMENT, or in any report, opinion, document or otherwise.

5.2 Limitation of Liability

CLIENT and CONSULTANT agree to allocate certain of the risks so that, to the fullest extent permitted by law, CONSULTANT's total liability to CLIENT is limited to \$50,000 or CONSULTANT's fee, whichever

is greater, this being the CLIENT's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses or claim expenses (including attorney's fees) arising out of this AGREEMENT from any cause or causes. Such causes include, but are not limited to, CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty. CLIENT understands that dollar limits higher than that indicated above are available. If CLIENT wishes to discuss these other limits and their impact on CONSULTANT's fee, CLIENT should contact CONSULTANT prior to executing this AGREEMENT.

5.3 No Special or Consequential Damages

CLIENT and CONSULTANT agree that to the fullest extent permitted by law, CONSULTANT will not be liable to CLIENT for any special, indirect, or consequential damages whatsoever, whether caused by CONSULTANT's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, CLIENT agrees to defend, indemnify and hold CONSULTANT, its agents, subconsultants and employees harmless from and against any and all claims, damages, losses and expenses, defense costs including attorneys' fees, and court arbitration costs and other liabilities arising out of or resulting from, wholly or in part, the performance of CONSULTANT's services hereunder, including the transport or disposal of hazardous samples or contaminated equipment by CONSULTANT on behalf of CLIENT, or the presence, release, or threatened release of asbestos, hazardous substances, or pollutants on or from the project property; **provided that** CLIENT shall not indemnify CONSULTANT against liability for damages or expenses to the extent caused by the negligence of CONSULTANT, its agents, subcontractors, or employees.

5.5 Third Party Beneficiaries

CLIENT and CONSULTANT expressly agree that AGREEMENT does not confer upon any third party any rights as beneficiary to this AGREEMENT. CONSULTANT accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it. CLIENT agrees that CONSULTANT's compliance with any request by CLIENT to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive or otherwise alter provisions of this AGREEMENT nor does it create or confer any third party beneficiary rights on any third party.

SECTION VI – Governing Law

This AGREEMENT is to be governed by the laws of the State of Kansas.

***Gunsmoke LLC
R-3 Development
Scope***

SMH Consultants (SMH) will perform the following tasks for the City of Dodge City:

Phase I (Concept Plat Development)

1. Participate in a Kick-Off Meeting with the City of Dodge City and representatives of Gunsmoke LLC to discuss project goal and design.
2. Topographic and boundary survey and CAD drafting as required within the limits depicted on the attached drawing.
3. Preparation of base map to be utilized in design.
4. Coordination with the City of Dodge City and Gunsmoke LLC developing up to four conceptual layouts of the development within the survey limits that will later be refined into a conceptual development plan for the entirety of the survey limits area and a final plat for a 7.56 acre portion. This work will include planning for public utility connections, drainage, preliminary street design, lot coverage, aesthetics, and a variety of other characteristics of the proposed development that will be used to match the developer's and City's desires with the overall plan envisioned.
5. cursory drainage impact analysis as required by the City. Including a review of the existing onsite drainage, proposed onsite drainage, and offsite drainage that may impact the proposed development or properties adjacent to or downstream of the proposed development. This task will also include initial planning and coordination for any stormwater detention. **(HWS)**

Phase II (Final Plat)

1. Preparation of a final plat for 7.56 acres located at the southwest corner of the overall tract of land. The final plat shall include required finish floor elevations on each of the platted lots.
2. Coordination with all private utility companies to ensure proper easements are in place for utility services to each of the lots within the subdivision.
3. Twenty copies of the plat to be provided to the City of Dodge City as required.
4. Modifications to final plat based on input from Gunsmoke LLC and the City of Dodge City.
5. Setting of all property pins as required by the laws of the State of Kansas.
6. Submittal of three Mylar copies of final plat.

Phase III (Preliminary Construction Documents)

1. Project construction title sheet.
2. Preliminary sanitary sewer plan and profile for the extension of sanitary sewer from the existing City sanitary sewer to the 7.56 acre final platted development and internal to the development. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
3. Sanitary sewer standard details as provided by the City of Dodge City.
4. Preliminary water main plan and profile for the extension of water service to and within the 7.56 acre platted subdivision. The water main plan and profile shall conform to City of Dodge City standards.
5. Water main standard details as provided by the City of Dodge City.
6. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
7. Preliminary roadway plans and profiles for all primary roadways within the 7.56 acre final platted subdivision. Roadway plans will also include intersection details depicting the elevations at key locations within intersections. **(HWS)**
8. Paving details as required by the pavement design. **(HWS)**
9. Preliminary roadway cross sections for all primary roadways within the proposed 7.56 acre platted subdivision. Roadway cross sections will depict proposed and existing ground, water and sanitary sewer crossings, and crown elevations. **(HWS)**
10. Stormwater runoff calculations to determine the required stormwater needs of the subdivision including the proper sizing of conduits and detention facilities. **(HWS)**
11. Preliminary mass grading plan for the 7.56 acre site along with required finish floor elevations on each of the platted lots. Mass grading of the site will also include the grading required for any onsite detention required of the design and structures within detention basins that will be used to regulate flows. **(HWS)**
12. Preliminary stormwater erosion and sediment control plan.
13. Contact with the United States Army Corps of Engineers to request a jurisdictional determination in regards to regulatory requirements or mitigation necessary prior to

construction. The current assumption is that the site is non jurisdictional and that additional permitting will not be required.

14. Preparation of the sanitary sewer extension permit for City of Dodge City signature and submittal to the Kansas Department of Health and Environment.
15. Submittal of preliminary construction documents (up to 3 full size sets and electronically) for review by the City of Dodge City.
16. Basis of design report to be submitted to the City of Dodge City.

Phase IV (Final Construction Documents)

1. Project construction title sheet.
2. Final sanitary sewer plan and profile for the extension of sanitary sewer the existing City sanitary sewer system to the 7.56 acre final platted development and internal to the development based on review comments from the City of Dodge City. The proposed sanitary sewer plan and profile will also depict the location of service lines both vertically and horizontally. The sanitary sewer plan and profile shall conform to City of Dodge City Standards.
3. Sanitary sewer standard details as provided by the City of Dodge City.
4. Final water main plan and profile for the extension of water service to and within the 7.56 acre platted subdivision based on review comments from the City of Dodge City. The water main plan and profile shall conform to City of Dodge City standards.
5. Water main standard details as provided by the City of Dodge City.
6. Utility Coordination with utility companies to address any potential conflicts between the proposed improvements and the existing utilities in the area.
7. Final roadway plans and profiles for all primary roadways within the 7.56 acre final platted subdivision based on review comments from the City of Dodge City. Roadway plans will also include intersection details depicting the elevations at key locations within intersections. **(HWS)**
8. Paving details as required by the pavement design. **(HWS)**
9. Final roadway cross sections for all primary roadways within the proposed 7.56 acre platted subdivision based on review comments from the City of Dodge City. Roadway cross sections will depict proposed and existing ground, water and sanitary sewer crossings, and crown elevations. **(HWS)**

10. Final mass grading plan for the 7.56 acre site along with required finish floor elevations on each of the platted lots based on review comments from the City of Dodge City. Mass grading of the site will also include the grading required for any onsite detention required of the design and structures within detention basins that will be used to regulate flows. **(HWS)**
11. Final erosion and sediment control plan based on review comments from the City of Dodge City. The final storm water erosion and sediment control plan also includes all necessary permitting including the preparation and submittal of a stormwater pollution prevention plan and all permit fees to the Kansas Department of Health and Environment.
12. Preparation of final bid documents using City of Dodge City standard forms.

Phase V (Bid/Construction Services)

1. Submittal to the City of Dodge City of up to two full size sets of plans and bid documents sealed and signed by the engineer. Submittal will also include electronic copies of the same.
2. Bid package distribution by SMH to interested bidders for a non-refundable fee including issuance of addendums as required.
3. Bid package submittal to the City of Dodge City, Dodge City Chamber of Commerce, Gunsmoke LLC.
4. Preparation of an engineer's estimate.
5. Bid review and tabulation by SMH along with a letter of recommendation concerning the lowest responsible bidder.

Additional Services

Any services not identified in the fore mentioned scope of services requested by the City of Dodge City will be provided at 2010 hourly rates included herein.

Schedule

The scope of services presented is intended to allow for the construction of public infrastructure to begin in the spring of 2010.

GUNSMOKE SURVEY BOUNDARY
DODGE CITY, KANSAS

1001 E. Highway 160, Suite 200 • Dodge City, Kansas 67801 • (785) 739-0111 • Fax: (785) 739-0112

SMS
CONSULTANTS

PROJECT NO.
#####



CHECKED BY:

DRAWN BY:

DATE:

SHEET NO.:

TOTAL SHEETS:





Phase / Description	Team Member												Expenses	Total Fee						
	SC	CT	MPLS	NLS	MPE	PE	DE	CE	CL	Rate =	SC	CT			MPLS	NLS	MPE	PE	DE	CE
Estimated Hours																				
Estimated Fee																				
Phase I - Conceptual, Preliminary and Final Plat																				
1. Kick Off Meeting																				
2. Boundary, Topo, and Site Survey																				
3. Base Map Preparation																				
4. Conceptual Plat Development																				
5. County/State/USGS Analysis																				
Phase II - Final Plat																				
1. Final Plat Development																				
2. Coordination with Utility Providers																				
3. Final Plat Submittal (20 Copies)																				
4. Final Plat Submittal to Planning Commission																				
5. Signing of all Required Property Monumentation																				
6. Submittal of 3 Mylar Copies of Plat																				
Phase III - Preliminary Construction Documents																				
1. Title Sheet																				
2. Preliminary Sanitary Sewer Plan and Profile																				
3. Preliminary Stormwater Erosion and Sediment Control																				
4. Preliminary Water Main Plan and Profile																				
5. Water Main Standard Details																				
6. Utility Coordination																				
7. Final Roadway Plans and Profiles																				
8. Final Roadway Cross Sections																				
9. Final Roadway Erosion and Sediment Control																				
10. Stormwater Runoff Calculations																				
11. Final Construction Documents																				
12. Final Construction Documents																				
13. Anticipational Coordination																				
14. Sanitary Sewer Permitting																				
15. Review Submittal																				
16. Bids at Design																				
Phase IV - Final Construction Documents																				
1. Title Sheet																				
2. Final Sanitary Sewer Plan and Profile																				
3. Sanitary Sewer Standard Details																				
4. Final Roadway Plans and Profiles																				
5. Water Main Standard Details																				
6. Utility Coordination																				
7. Final Roadway Plans and Profiles																				
8. Final Roadway Cross Sections																				
9. Final Roadway Erosion and Sediment Control																				
10. Final Mass Grading																				
11. Final Stormwater Erosion and Sediment Control																				
12. Bid Document Preparation																				
Phase V - Construction Documents - HWS Work Trails																				
1. Bid Package Submittal to City																				
2. Bid Package Submittal to Planning Commission																				
3. Bid Package Submittal to Plan Holders																				
4. Engineer's Estimate																				
5. Bid Review/Letter of Recommendation																				
Totals =	108.00	52.00	3.00	0.00	58.00	68.00	164.00	0.00	0.00	11,860.00	3,120.00	300.00	0.00	7,870.00	8,160.00	11,480.00	0.00	0.00	0.00	464.00
Fee Estimate = \$60,056.00																				

2010 Personnel and Reimbursable Rates

SMH Consultants

	<u>Standard Rate</u>	<u>Overtime Rate</u>
<i>Survey Crew</i>	\$110.00/hour	\$150.00/hour
<i>CADD Technician</i>	\$60.00/hour	\$78.00/hour
<i>Managing Principal Land Surveyor</i>	110.00/hour	\$143.00/hour
<i>Registered Land Surveyor</i>	\$100.00/hour	\$117.00/hour
<i>Managing Principal Engineer</i>	\$130.00/hour	\$169.00/hour
<i>Principal Engineer</i>	\$120.00/hour	\$156.00/hour
<i>Design Engineer</i>	\$70.00/hour	\$91.00/hour
<i>Construction Engineering/Inspection</i>	\$65.00/hour	\$84.50/hour
<i>Clerical</i>	\$40.00/hour	\$52.00/hour
<i>Mileage</i>	\$0.55/mile	



HWS Consulting Group
3226 Kimball Ave.
Manhattan, KS 66503-2157
785.539.2202 • Fax: 785.539.2393
www.hws.com

December 21, 2009

Mr. Jeff Hancock, P.E.
Civil Engineer
SMH Consultants
4201 B Anderson Ave. Suite 2
Manhattan, KS 66503

Re: Gunsmoke L.L.C. Subdivision

Dear Mr. Hancock:

HWS Consulting Group is pleased to provide you the following scope and fee for the creation of construction drawings for 7.56 acres of development within the City of Dodge City, Kansas. In addition HWS will be providing a drainage study including layout and detention recommendations for the entire proposed development which includes but is not limited to the first phase of 7.56 acres. The scope of work is summarized below and a detailed breakdown of our proposed fee of \$26,985.00 is attached.

- Task 1.0. Concept Phase. This phase will include reviewing the City's stormwater management criteria and developing a plan for managing the stormwater for the Gunsmoke Development accordingly. HWS will provide a technical memorandum which will summarize the methodology of the study and recommendations for detention as well as other stormwater management strategies for draining the development.
- Task 2.0. Preliminary Construction Documents. HWS will utilize the surveying and base maps for the 7.56 acre development (Phase 1) provided by SMH to create a digital surface model for use in the plan development. Preliminary street and storm sewer plan and profile sheets will be created. No soils investigation is anticipated or included as a part of this scope. Therefore, it is assumed that City standards will be used for pavement thicknesses. Also, grading plans will be developed with preliminary lot elevations and stormwater detention basins. The plans along with an estimate will be provided to SMH for submittal to the City for review and comment.
- Tasks 3.0. Based on comments from the City, HWS will modify the plans and create final bid documents for the streets, drainage, and grading of the Phase 1 area. City of

Denver Manhattan Lincoln Omaha Ames Kansas City

...and anywhere else our Clients need us.



Dodge City standard details and specifications will be used where possible. Final plans, specifications and estimates will be provided to SMH for submittal to the City for bidding.

We appreciate the opportunity to submit this proposal. Please feel free to call if there are questions or comments.

Sincerely,

HWS CONSULTING GROUP

A handwritten signature in blue ink, appearing to read "Charles A. Bartlett". The signature is fluid and cursive, with a long horizontal stroke at the end.

Charles A. Bartlett, P.E.
Municipal Services Manager

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

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

Date: December 28, 2009

Subject: ST0909 Comanche St.
Reconstruction 14th (14th St. to US-50)

Agenda Item: New Business

Recommendation: Approve Agreement with BHC Rhoades pending approval by City Attorney.

Background: For several years the Engineering Department has included the reconstruction of Comanche Street from 14th Street to Matt Down in our CIP and KDOT 5-year plan. Recently we were notified by KDOT that this project would be included in their 2012 program. RFP's were sent out to several consultants and interviewed by staff. Based on staff's recommendation the Commission authorized staff to negotiate a contract with BHC to provide the necessary services. During a scoping meeting with City staff, consulting engineer, and adjacent property owners the topics of alternative plans, future plans, and alignment details were discussed. Based on all of our comments, BHC Rhoades was instructed to provide a proposal for survey work that will be necessary to provide for the final design, construction plan, bidding support, and engineering during construction. However, this proposal will only provide conceptual drawings and layouts. Once these layouts are finished, the development team will meet to discuss the various plans. In addition, the consultant will meet with the Commissions and the Public.

Justification: This road section was last overlaid in 1993. It has reached it life expectancy and will require reconstruction to provide safe travel to the public. With the opening of the Casino, a new road section needs to be constructed from Matt Down to US 50. This will be an important corridor and gateway to our community. Proposal planning and design is important to insure future growth for any new roadway. In addition, we believe it is desirable to enhance this corridor through the use of walking paths, landscaping, and other landscaping features.

Financial Considerations: The initial contract will require the City to reimburse BHC \$164,610 for services outlined in the contract. Once the concept phase is complete, additional services will be negotiated to finalize the design of the roadway to meet KDOT requirements.

Purpose/Mission: This project will not only improve the existing roadway but provide an additional linkage to US 50 and the Special Events Center. Improvements will be made to enhance the safety of the motorists and golfers.

Legal Considerations: The City is entering into a contract with BHC Rhoades and is bound by the provisions of this contract. An additional contract will be necessary to complete the project once the conceptual phase is completed.

Attachments: The Consulting Services Agreement with BHC.

AGREEMENT FOR SERVICES

**Professional Engineering Services
Comanche Street Extension**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC RHODES Contract Number: 12540.00.01
December 14, 2009**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the 14th day of December, 2009, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 6363 College Blvd., Suite 500, Overland Park, Kansas 66211, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires engineering services for design of Comanche Street as described below in Attachment 'A'; and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 - SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 - COMPENSATION. City shall pay Consultant for performance of services in accordance with fees presented in Attachment B, Fee Schedule, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks with breakdowns based on percent completion of the project. Payment shall be made within 30 days after receipt of invoice.

ARTICLE 3.0 - GENERAL OBLIGATIONS OF CONSULTANT. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided in the performance of such services. All of the Services shall be performed by qualified personnel.

Consultant shall exercise usual and customary professional care in its effort to comply with all rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

ARTICLE 4.0 - GENERAL OBLIGATIONS OF THE CITY. The City shall provide payment to the Consultant as provided in Article 2.0, Compensation.

The City shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

In order to assist the Consultant in the provision of professional services, the City will provide the name of a representative to whom the Consultant will report and from whom Consultant will receive review comments, instructions, directions and authorizations.

The City shall make available to the Consultant any documents, drawings, specifications, files or other information necessary in the execution and completion of the Services. The City shall furnish, at the City's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

ARTICLE 5.0 - OWNERSHIP OF DOCUMENTS. The City acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the Services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the City without the written authorization of the Consultant.

ARTICLE 6.0 - INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the City in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
3. Automobile Liability (hired, owned, non-owned)

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
4. Professional Liability

Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The Consultant shall provide the City with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the City.

ARTICLE 7.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 8.0 - LIMITATION OF LIABILITY. In consideration of the payment by Consultant of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by City, City agrees that to the fullest extent permitted by law Consultant's total liability to City, and to all construction contractors and subcontractors of City projects, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to Consultant's negligent acts, errors, omissions, strict liability, or breach of contract shall not exceed the greater of Consultant's total fee for services rendered on this project, or the cost of re-performance of any of Consultant's services that do not meet prevailing professional standards.

ARTICLE 9.0 - TERMINATION. Either party may terminate this Agreement at any time by giving the other party thirty days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

The Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the City.

ARTICLE 10.0 - NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

ARTICLE 11.0 - STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the City.

ARTICLE 12.0 - GOVERNING LAW AND JURISDICTION. The City and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**City of Dodge City
Dodge City, Kansas**

**Consultant
Brungardt Honomichl & Company, P.A.**

Authorized Signature

By: _____
Kevin L. Honomichl, P.E.

Title: President

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

Notary Public

Attachment A Scope of Services

The Consultant will provide professional services as follows:

Project Description

While the ultimate scope of work will include final design, construction plans, bidding support, and engineering during construction, this initial scope is only for the survey and conceptual phase of the project. It is understood that these other services will be negotiated at the completion of this concept phase.

The survey and concept phase of this project will include analysis of Comanche Street from U.S. 50 to 14th Avenue (approximately 1.3 miles). This concept phase will include consideration of alternative roadway sections and alignment options and other tasks so identified below.

Task Description

1. Data Collection

- Pre-design / Kickoff Meeting - Meet with Dodge City staff to verify exact project limits, to establish design criteria, to finalize project schedule and to discuss any special project considerations.
- Site Reconnaissance – Design team to visit site, document relevant existing conditions and develop survey request.
- Existing Utilities - Contact the utility companies to determine the location of existing facilities and any planned improvements. Plot this information on the base mapping.
- Coordinate Obtaining Title Reports (Ownership & Encumbrance Certificates). Assumes limited coordination with City contracted title company.
- Obtain Existing and Proposed Traffic Studies and/or Development Plans - Obtain copies of relevant studies or plans from the City.

2. Survey/Base Mapping

- Obtain County mapping - provided by City.
- Perform a field reconnaissance to locate control points in the field. Establish horizontal reference points in the field tied to available section line and property information.
- Establish project benchmarks and run bench loop to known County or other reference benchmarks.
- Perform field design surveys to determine location/elevation of topographic features within the defined corridor boundaries including: pavement, storm and sanitary sewers, marked utilities, utility markers/valves/boxes/poles/etc., ditches, and other key features normally included in design surveys.
- Establish property boundary and easement lines for corridor.
- Prepare base mapping reflecting topography at 1 inch equals 20 feet using English units.

3. Traffic Study

- Obtain 24 hour machine traffic counts at up to six locations to obtain the peak traffic time periods. 24 Hour machine counts will provide existing ADT volumes, 85th percentile speeds, classifications, and identify the peak periods.

- Conduct peak hour turning movement counts at 2 locations (U.S. 50 and 14th Ave.).
- Summarize existing traffic volume data and develop the existing background traffic volumes.
- Complete capacity calculations along the corridor for the existing traffic and geometric conditions.
- Determine the appropriate future land-uses along the corridor for adjacent undeveloped ground and areas that have the potential for rezoning.
- Determine trip generation for the adjacent undeveloped ground and rezoned areas to develop a future year analysis.
- Complete capacity calculations to identify the geometric improvements along the corridor. Up to three traffic volume scenarios will be analyzed.
- Prepare a brief memorandum with recommendations based on the above analysis.
- Review crash data provided by City staff for the 14th Ave. intersection (2005-2009).

4. Land Planning

- Study layout options and “best” adjacent land use for Comanche Street alignments bisecting the property along the east side of U.S. 50 and also looking at impacts and opportunities with regard to the intersection at Matt Down.
- Consider layout options for land uses adjacent to the proposed mid-point intersection for access management and traffic generation. Alignments may be a divided 2-lane or 3-lane alignment utilizing a typical intersection and a round-a-bout.
- Determine land use parameters for the property adjacent to 14th Avenue on the south side of Comanche.
- Study trail alignment options with each Comanche Street alignment. Depending on the R/W width the trail may have a curved alignment that will engage with adjacent properties uses to include the golf course, adjacent retail and / or residential land uses, special node features (i.e. gateway element) and relationship with future phase extensions north and south to either the college or elementary school respectively.
- Investigate alternative options for reconfiguring the Golf Driving Range on the north side of Comanche.

5. Streetscape Options

- Study site plan layout options for gateway feature at the Hwy 50 & Comanche Street intersection. Determine whether this feature will impact all four nodes of the intersection within the 290' R/W or just those on the east side of Hwy 50 adjacent to the Comanche Street alignment. Prepare associated presentation graphics to support each option to include elevations and / or perspectives.
- Research options associated with design intent for gateway feature. This may include creating a placeholder for the design element, identifying funding options (i.e. grants & private donations), costs associated with commissioning of artist, outright purchase, associated design elements around gateway element and construction implementation.
- With each proposed Comanche Street alignment, study the associated costs of trails, walks, site furnishings (benches), interpretive signage or kiosks (with historical reference) and possible grant opportunities. Provide cut sheets and images of proposed pedestrian amenities.
- Prepare conceptual landscape planting layout for each Comanche Street alignment and typical section. For each Comanche option, provide a minimum of two (2) landscape design options that reflect budgets for a typical installation vs. a more detailed planting

of native plants. Provide benefit analysis for plant procurement, installation and associated BMP opportunities. Provide images of proposed plant material for each design option.

6. Conceptual Geometric Layout – Comanche Street

- Determine lane requirements based on Traffic analysis.
- Develop up to three typical sections. (3-Lane Undivided, 2-Lane Divided and 4-Lane Divided).
- Evaluate 2-Lane divided section for future upgrades (widen to median or widen to outside).
- Evaluate two horizontal alignments options for Comanche Street both based on a 40 mph design speed. One alignment will be centered on the existing section line or street; the second alignment will consider offsetting the proposed centerline south of the existing right-of-way in order to relocate the driving range to the north side of Comanche and possibly to create additional area for a regional detention facility.
- Establish a single preliminary vertical profile for each horizontal option based on a 40 mph design speed.
- Prepare concept level street cross-sections and determine approximate grading limits for the selected alignment option.
- Develop optional intersection layouts (round-a-bouts vs. conventional) at Matt Down and for the future mid-point intersection.
- Provide coordination and proposed layout for the east leg of the U.S. 50 intersection.
- Determine right-of-way and approximate easements for each option.
- Develop access management and intersection options.
- Provide project consideration for the possible wastewater effluent reuse plan in conjunction with enlarging the golf course wet storage capacity.
- Provide options for relocating the “AT&T/Microwave Tower” entrance off of Comanche and onto the Wal-Mart entrance.
- Provide concept layout for two driving range underpasses at two possible locations. This analysis includes revised vertical profiles at the crossings and revised grading limits.

7. Storm Drainage Analysis

- Analyze preliminary hydrology and hydraulics for the Basin Crossings and provide preliminary enclosure sizing.
- Develop preliminary longitudinal layout and pipe sizing for the proposed improvements.
- Provide concept level sizing and grading options for a regional detention basin adjacent to the project near the existing golf course recharge pond.

8. Environmental Analysis / Permitting

- Determine project permitting requirements for the project and identify any critical permitting issues for each option.
- Identify some possible post construction BMP/Water Quality Options that could be incorporated into the project or in the future.

9. Miscellaneous

- Project progress/status meetings will be conducted as needed depending upon overall progress and current project issues (assumes no more than 8 hours of meetings on two separate trips) with minutes and follow-up effort
- Provide project specific correspondence and regular progress status reports (assumes approx. 4 hrs. per week for 16 weeks.
- Meet with key stakeholders (not residents) (School, Boot Hill Casino, Golf Course, Cemetery, and several Significant Property Owners adjacent to the project) (assumes 1 trip with coordinated meetings or meetings on 1 day).
- Prepare for and attend One (1) City Commission/Planning Commission Meeting.
- Prepare brief design concept memo with exhibits for each option.
- Meet once with utility companies to determine planned improvements as well as potential conflicts.
- Compile the Quantities and Cost Estimates for the selected options.
- Prepare conceptual water main extension plans from Matt Down to 14th Ave..

Assumptions

- Does not include any private utility coordination or relocation planning except as specifically identified in the above scope.
- Does not include any environmental assessments, environmental impact statements, historical investigation, environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat.
- Does not include a set of bound plan sheets at this stage.
- Title reports will be furnished by the City.

ADDITIONAL SERVICES

When specific additional surveys, plans, specifications, inspection of construction or other such services are called for or requested by the City, Consultant will furnish personnel, equipment and management to provide such services on an hourly basis as hereinafter provided.

These additional services could include, but are not limited to: additional unforeseen meetings, consideration of additional options not specifically included in this scope, final design, preparation of construction plans, design of private utility relocations, wetlands assessment and mitigation design, design of improvements beyond limits of project, and construction observation services.

SCHEDULE

The Concept Phase Services included in this contract is anticipated to be completed by July 30, 2010. The actual completion schedule may vary, due to input and reviews by the City.

Attachment B
Fee Schedule

BASIC SERVICES

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of a lump sum amount of One Hundred Sixty-Four Thousand Six Hundred Ten Dollars (\$164,610). Said lump sum shall include all labor, overhead, direct expense associated with the Scope of Services above, and a reasonable profit.

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services are required and agreed to in writing by the City, an equitable adjustment in fee and time of performance will be mutually determined by both the Consultant and the City prior to the Consultant proceeding with the additional services.

Additional work will be performed on an hourly basis at the hourly rates listed below. Reimbursable expenses incurred outside of this agreement will be charged to the City in accordance with the reimbursable expense schedule listed on the next page.

<u>Title</u>	<u>Hourly Rates</u>
Project Manager	\$136
Traffic Engineer	\$136
Project Engineer	\$110
Design/Staff Engineer	\$84
Designer	\$90
Design Technician	\$84
CAD Technician	\$62
Landscape Architect	\$100
Clerical	\$40
2 Person Survey Crew	\$130
Land Surveyor	\$145
Project Surveyor	\$110
Survey Technician	\$60

Reimbursable Expenses:

The following reimbursable expenses shall apply for work performed on a time and materials basis:

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House B&W Reproduction	Sq. Ft.	\$0.15
Color Reproduction	Sq. Ft.	\$1.00
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning	Price per Project	
K. Traffic Counting Equipment	Per Day	\$30.00

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Kurth Lancaster
CREW/KDCB Coordinator*

Date: December 29, 2009

*Subject: Waste Tire KDHE Grant
Agenda Item: Ordinances and Resolutions*

Recommendation: We recommend approval of the grant application and authorization of the Mayor to sign application form for submittal.

Background: We are applying for grant funding from KDHE's Waste Tire Grant Program to install pour in place rubber mat surfaces in playground areas at Friendship Park and Kiwanis Park.

Justification: We are eligible for this grant now that we have completed our past grants with KDHE for the same purpose in other City parks. This is a continuing effort to bring all City parks up to the same standards of safety, maintenance, and use.

Financial Considerations: The majority of our 50% match requirement will be met with our in-kind contribution of installing the surface with our qualified staff in the Parks Department. Our cash match will be for the base material for the surface. That money will come out of the recycling revenue, which has been the approved funding source in the past.

Purpose/Mission: This is a continuing effort to bring all City parks up to the same standards of safety, maintenance, and use.

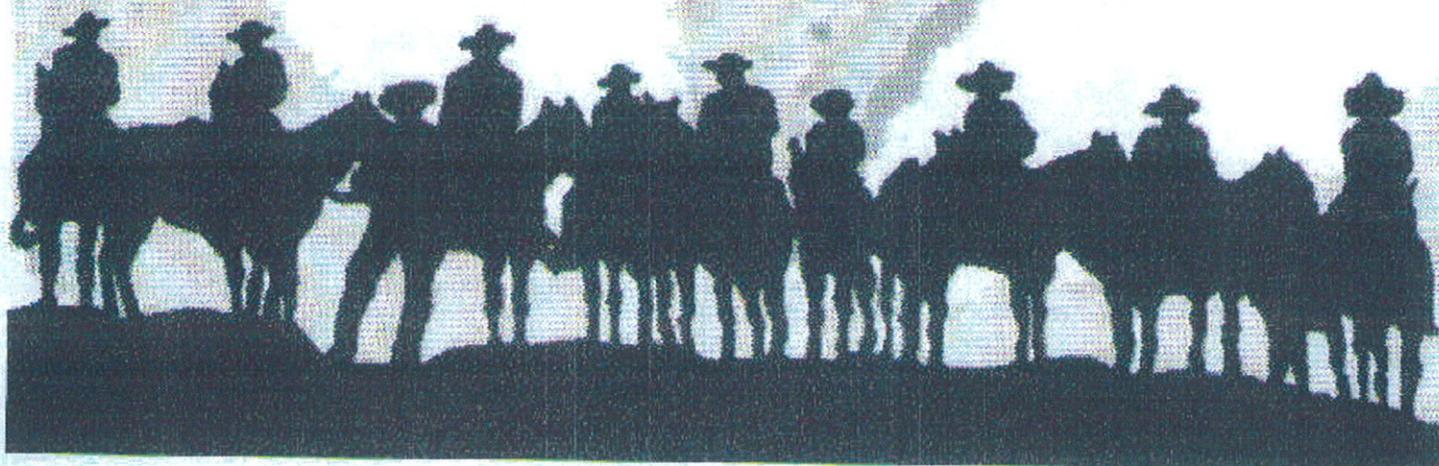
Legal Considerations: None.

Attachments: Grant application

**WASTE TIRE DERIVED PRODUCTS
SFY 2010 PART B
WASTE TIRE GRANT PROGRAM**

**CITY OF DODGE CITY
FRIENDSHIP PARK
& KIWANIS PARK
GRANT APPLICATION**

JANUARY 15, 2010



City of Dodge City



CITY HALL
P.O. Box 880
Dodge City, KS 67801-0880
Phone: 620/225-8100
FAX: 620/225-8144
TTY: 620/225-8115
www.dodgecity.org



January 15, 2010

Sandy Barnett
Kansas Green Team Coordinator
Bureau of Waste Management
1000 SW Jackson Street, Suite 320
Topeka, KS 66612

RE: Waste Tire Derived Products Grant Application

Dear Grant Committee,

We are excited to participate in the grant process by submitting an application on behalf of the citizens of Dodge City.

Dodge City has been investing in recycled products for the past several years. Some items include park benches, picnic tables and pour in place rubber mats in parks and public areas.

Dodge City's Parks Department has installed several pour in place rubber mats in our playground areas, some projects have had grant funding from KDHE. Our installations of this product have proven to provide the necessary safety for children, serve the needs of the playground and require minimal maintenance. The success of past projects drives our continuing effort to use this product for all playgrounds, new and old.

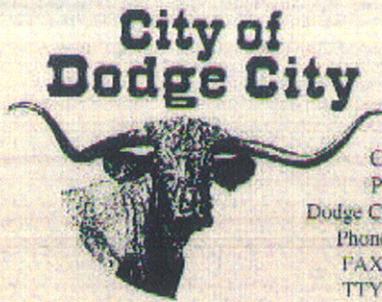
We hope you will give our grant application your favorable consideration.

Sincerely,

Ken Strobel
City Manager

Kurth Lancaster
CREW/Keep Dodge City Beautiful
Coordinator





City of Dodge City

CITY HALL
P.O. Box 880
Dodge City, KS 67801-0880
Phone: 620/225-8100
FAX: 620/225-8144
TTY: 620/225-8115
www.dodgecity.org



BACKGROUND

The City of Dodge City and Community Recycling Environmental Waste (CREW) has been providing solid waste reduction opportunities of the residents of Dodge City and Ford County since 1990. From the beginning, our community has embraced recycling as a valid solid waste disposal option. Our continued success has allowed our program to produce over 850 tons of recycled material in 2009. We are pleased with our growth and look forward to our continued growth.

In 1997, the City Commission of Dodge City approved the use of recycling revenues to purchase items of recycled content. Since then, we have installed recycled plastic benches and picnic tables at the Wright Park Band Shell. These materials will continue to be included in improvements to public facilities or installations new playgrounds. The Dodge City Parks Department has found that the pour in place (PIP) rubber mat surface under playgrounds to be the desired surface for safety, maintenance, access, and aesthetics after their several installations throughout the city. The Parks Department partners with CREW by using the recycling revenues to purchase recycled materials for new playgrounds, renovated old playgrounds and other park improvements.



Completed PIP Surface by Parks Department

PROJECTS

In 2010, the Dodge City Parks Department is looking to renovate the playgrounds at Friendship Park and Kiwanis Park with the pour in place (PIP) rubber mat surfaces. Each park has one existing playground with sand or pea gravel surfaces. The current play equipment will remain, while the current surfaces will be removed and replaced with PIP rubber mat surfaces. The Parks Department plans to install the surface with their qualified staff and equipment. The Quality Officer will be Terry Hodges with the City of Dodge City. He is our Certified Playground Inspector. Our Parks Department has installed several of these surfaces throughout the city, some that were KDHE grant funded and approved. Also, the Parks Department will continue to follow all manufacturer's specifications and recommendations. We will install all the required signage provided by KDHE at both play grounds. As per the grant requirements, we will continue to monitor the parks and report any accidents with the PIP rubber mat surfaces in the parks completed with grant funding.

CONCLUSION

With past history of Dodge City utilizing recycled rubber tire products for its playgrounds and the qualified staff to install the product, we hope this grant request will be awarded and look forward to promoting the rewards of utilizing waste tires for playground surfaces.



PIP Surface Installation by Parks Department

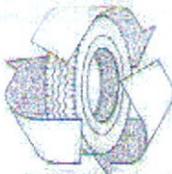


PIP Surface Installation by Parks Department



Completed PIP Surface by Parks Department





APPLICATION FORM
KANSAS SFY 2010 PART B Playground Surface/Tire-derived Products GRANT

Applicant Information

Received Date Stamp _____

City of Dodge City		Ford	
Name of Applicant/Organization		County	
P.O. Box 880	Dodge City	KS	67801
Address	City	State	Zip
Kurth Lancaster	CREW/Keep Dodge City Beautiful Coordinator		
Contact Person (responsible for day to day project management)	Title		
(620) 225-8148	(620) 225-8208		
Telephone Number	Fax Number		
kurthl@dodgecity.org	www.dodgecity.org		
E-mail Address	Web Page		
FEIN (IRS) Tax Number <u>48-6008416</u>			

Have you been awarded a Waste Tire Derived Product Grant before? Yes
 Prior grant(s) closed Yes

If you have a designated fiscal agent who is different from the authorized representative:

- Name: Nannette Pogue, Finance Director
- FEIN (IRS) Number (if different from above): N/A
- Please give a brief description of the proposed project (What will this grant money purchase? Playground surfacing, mulching products, athletic surface, carpet underlay, flooring material, dock bumpers, livestock mats, rubber tiles and bricks, and molded or extruded rubber products made from recycled waste, etc).
Grant funds will be used to provide new playground surfacing in two city parks. Kiwanis and Friendship Parks currently have sand surfacing for their playground equipment. We will be replacing the sand surfaces with new rubberized surfacing. The existing playground equipment will remain.
- Please give a brief description of the proposed installation
At both parks we will be removing the sand surfaces under the existing playground equipment. We will then install the rock aggregate base and apply the poured in place rubber mat per manufacturer's specifications around the existing playground equipment.
- Please give a brief description of an education and outreach component
KDHE placard/signage will be installed at each site. If possible, we will incorporate each project with our Great American Clean Up Program in 2010 and its promotions its education. The City's director of public information promotes our projects through our local media.

**Bureau of Waste Management
GRANT PROGRAM
State Fiscal Year 2010 Part B Application Form**

COUNTY SOLID WASTE MANAGEMENT PLANNING COMMITTEE SUPPORT FORM (print or type)

_____, Chairman of _____
(name) (Planning Committee or County Commission)

for _____ County makes the following determination regarding the application
(county of proposed project)

for _____
(please give a brief description of the proposed project)

Submitted by _____
(name of applicant)

Is the county or regional solid waste management plan up-to-date? Yes No
Date of last review/update _____

Not sure? Call KDHE, 785 296-1600.

- Check the boxes that apply: (attach additional pages if necessary)
- The application does not conflict with the county or regional solid waste management plan, and on behalf of the planning committee (or county commission), I do support this project.
 - The application does not conflict with the county or regional solid waste management plan, however on behalf of the planning committee (or county commission), I do not support this project. Please provide a brief explanation of why this project is not supported.
 - The application does conflict with the county or regional solid waste management plan. Briefly explain how this project conflicts with the solid waste management plan.
 - I do not support this project. Please provide a brief explanation of why this project is not supported.
- _____

If the County Commission completed this form, please give an explanation as to why the Planning Committee was not available: _____

(Signature of Chairman) (Date)

Please return this form to: **Kansas Department of Health and Environment
Bureau of Waste Management / Waste Reduction, Compliance and Enforcement
1000 SW Jackson, Suite 320
Topeka, KS 66612-1366**

FOR BWM GRANTS USE ONLY

Waste Tire Product Information – Product must be on the approved product list.
(For projects with more than one kind of waste tire product, use one form per product type)

Product Manufacturer: En Tire Recycling
Product Name: Pour in Place (PIP) Rubber Mat
Code Number: ENT2
Vendor/Distributed by: James Gerking
Address: 13974 U.S. Highway 138, Rock Port, MO 64482
Phone/Fax: P: (660)744-2252 or (877)209-7345 F: (660)744-2732
Email/Web page: jim@entirerecycling.com / www.entirerecycling.com

If project request is \$10,000 or more, name of Quality Officer:
Terry Hodges with City of Dodge City is a (circle one) Licensed
Engineer, Certified Playground Inspector or Trained Installer

Maximum fall height of playground equipment: 8 feet

Required depth of material: 3 inches

To calculate amount needed reference the ASTM 1292 test for this product, see your distributor.

NEW INFORMATION

KDHE highly recommends that materials and installation of playground surfacing conform to Consumer Product Safety Commission guidelines for Public Playground Safety of not less than nine (9) inches – Publication 325. The CPSC web site is:
<http://www.cpsc.gov/cpsc/pub/pubs/325.pdf>

Surface Coverage formula - Playground/ Sport turf/ Other: **Friendship Park Project**

Product size: 8-14 rubber Baffling Base Rubber, 1-3mm crumb layer (for crumb rubber-give size range, or sq. ft. per mat, etc.)

Length 60 ft. x width 40 ft. = 2,400 sq. ft. "Surface Area" x (multiplied by) depth equals volume.

(Note: Depth in Inches / 12 = Depth in ft) 0.25 ft. = 600 cubic feet. (volume)

Pounds per cubic feet: 31.6 lbs/cu.ft.

Total pounds needed: 18,960 lbs

Total Number of items N/A

Tables N/A Benches N/A Mats N/A Molded or Extruded Rubber Edging N/A

To be eligible for reimbursement with grant funds, the product, manufacturer and vendor/distributor must be on the approved Vendor List. (See: [Approved Vendor/Tire-derived Products list for BWM SFY 2010 PART B grant](#))

Project Diagram

Please provide a diagram of the project area and attach a 'before' photo. Include locations of any relevant buildings, play equipment, roads, streams, slopes, equipment, parking lots, sidewalks, existing hazards, etc. Note: Must complete this form, if submitting a drawing diagram, it must be on an 8 1/2 by 11 sheet of paper.

Name and address (location of project):

Friendship Park Project at 1300 Avenue C

If submitting multiple requests, what is the priority of this particular project? #1

Who will install this? City of Dodge City Parks Department

Note: Product Manufacturer or distributor is responsible for installation training

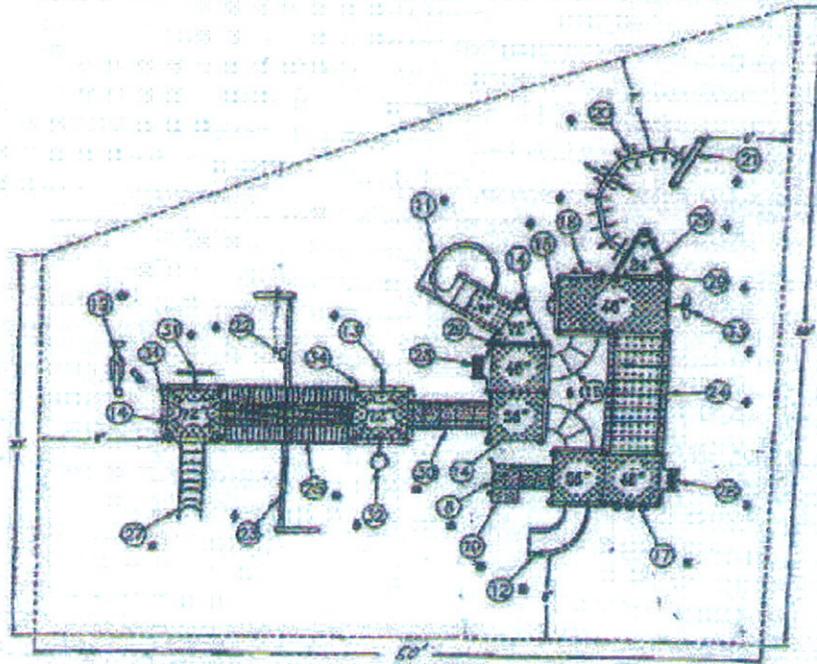
If installed by distributor, or subcontractor, is installation guaranteed? Yes / No

Does project include ADA accessibility features and surfaces? Yes, if yes, please list
Poured in Place (PIP) Rubber Mat Surface. Sidewalk flush with PIP surface for access by slide

Notes: Remove sand surface in play structure area and install pour in place rubber mat in play structure area. Playground area is 60' x 40' and existing play structure will remain.



FRIENDSHIP PARK PLAYGROUND



FRIENDSHIP PARK

EXISTING CONDITIONS



FRIENDSHIP PARK

EXISTING CONDITIONS

Waste Tire Product Information – Product must be on the approved product list.
(For projects with more than one kind of waste tire product, use one form per product type)

Product Manufacturer: En Tire Recycling
Product Name: Pour in Place (PIP) Rubber Mat
Code Number: ENT2
Vendor/Distributed by: James Gerking
Address: 13974 U.S. Highway 136, Rock Port, MO 64482
Phone/Fax: P: (660)744-2252 or (877)209-7345 F: (660)744-2732
Email/Web page: jim@entirerecycling.com / www.entirerecycling.com

If project request is \$10,000 or more, name of Quality Officer:
Terry Hodges with City of Dodge City is a (circle one) Licensed
Engineer, Certified Playground Inspector or Trained Installer

Maximum fall height of playground equipment: 8 feet

Required depth of material: 3 inches

To calculate amount needed reference the ASTM 1292 test for this product, see your distributor.

NEW INFORMATION

KDHE highly recommends that materials and installation of playground surfacing conform to Consumer Product Safety Commission guidelines for Public Playground Safety of not less than nine (9) inches – Publication 325. The CPSC web site is:
<http://www.cpsc.gov/cpsc/pub/pubs/325.pdf>

Surface Coverage formula - Playground/ Sport turf/ Other: Kiwanis Park Project

Product size: 8-14 rubber Baffling Base Rubber, 1-3mm crumb layer (for crumb rubber-give size range, or sq. ft. per mat, etc.)

Length 70 ft. x width 40 ft. = 2,800 sq. ft. "Surface Area" x (multiplied by) depth equals volume.

(Note: Depth in Inches / 12 = Depth in ft) 0.25 ft. = 700 cubic feet. (volume)

Pounds per cubic feet: 31.6 lbs/cu.ft. Total pounds needed: 22,120 lbs

Total Number of Items N/A

Tables N/A Benches N/A Mats N/A Molded or Extruded Rubber Edging N/A

To be eligible for reimbursement with grant funds, the product, manufacturer and vendor/distributor must be on the approved Vendor List. (See: [Approved Vendor/Tire-derived Products list for BWM SFY 2010 PART B grant](#))

Waste Tire Product Information – Product must be on the approved product list.

(For projects with more than one kind of waste tire product, use one form per product type)

Product Manufacturer: En Tire Recycling
Product Name: Pour in Place (PIP) Rubber Mat
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Phone/Fax: P: (660)744-2252 or (877)209-7345 F: (660)744-2732
Email/Web page: jim@entirerecycling.com / www.entirerecycling.com

If project request is \$10,000 or more, name of Quality Officer:

Terry Hodges with City of Dodge City is a (circle one) Licensed Engineer, Certified Playground Inspector or Trained Installer

Maximum fall height of playground equipment: 8 feet

Required depth of material: 3 inches

To calculate amount needed reference the ASTM 1292 test for this product, see your distributor.

NEW INFORMATION

KDHE highly recommends that materials and installation of playground surfacing conform to Consumer Product Safety Commission guidelines for Public Playground Safety of not less than nine (9) inches – Publication 325. The CPSC web site is:

<http://www.cpsc.gov/cpscpub/pubs/325.pdf>

Surface Coverage formula - Playground/ Sport turf/ Other: Kiwanis Park Project

Product size: 8-14 rubber Baffling Base Rubber, 1-3mm crumb layer (for crumb rubber-give size range, or sq. ft. per mat, etc.)

Length 70 ft. x width 40 ft. = 2,800 sq. ft. "Surface Area" x (multiplied by) depth equals volume.

(Note: Depth in inches / 12 = Depth in ft) 0.25 ft. = 700 cubic feet. (volume)

Pounds per cubic feet: 31.8 lbs/cu.ft.

Total pounds needed: 22,120 lbs

Total Number of items N/A

Tables N/A Benches N/A Mats N/A Molded or Extruded Rubber Edging N/A

To be eligible for reimbursement with grant funds, the product, manufacturer and vendor/distributor must be on the approved Vendor List. (See: [Approved Vendor/Tire-derived Products list for BWM SFY 2010 PART B grant](#))

Project Diagram

Please provide a diagram of the project area and attach a 'before' photo. Include locations of any relevant buildings, play equipment, roads, streams, slopes, equipment, parking lots, sidewalks, existing hazards, etc. Note: Must complete this form, if submitting a drawing diagram, it must be on an 8 1/2 by 11 sheet of paper.

Name and address (location of project):

Kiwanis Park Project at 1600 Avenue G

If submitting multiple requests, what is the priority of this particular project? #2

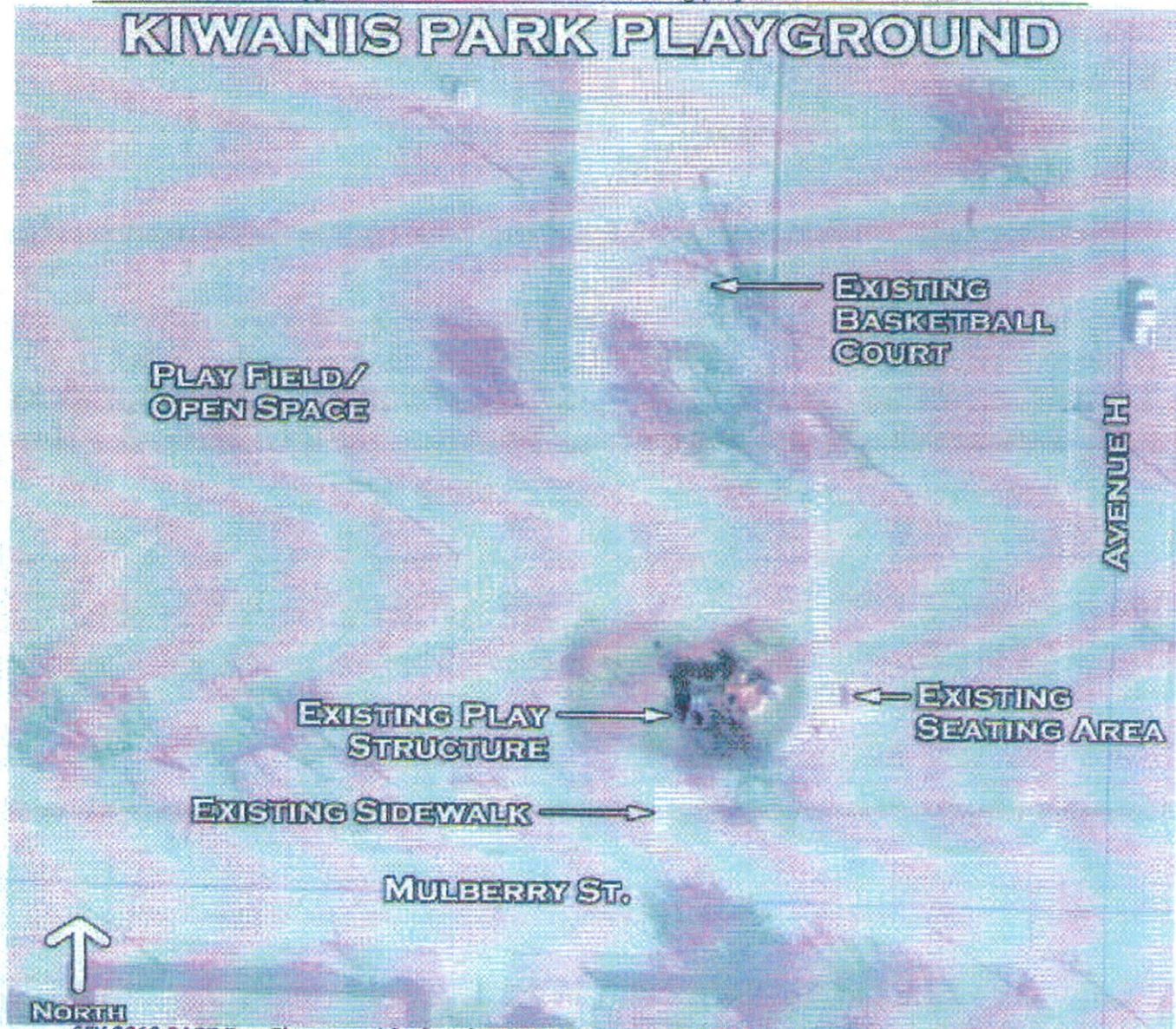
Who will install this? City of Dodge City Parks Department

Note: Product Manufacturer or distributor is responsible for installation training

If installed by distributor, or subcontractor, is installation guaranteed? Yes / No

Does project include ADA accessibility features and surfaces? Yes, if yes, please list
Poured in Place (PIP) Rubber Mat Surface, PIP surface flush with adjacent sidewalk

Notes: Remove sand surface in play structure area and install pour in place rubber mat in play structure area. Playground area is 70' x 40' and existing play structure will remain.



KIWANIS PARK

EXISTING CONDITIONS



KIWANIS PARK

EXISTING CONDITIONS



Budget – Friendship Park & Kiwanis Park Projects

Required Information

- Submit: a “before” picture of the project location, specifications, and a price quote for all waste tire products that will be purchased partially or in full with grant funds. The Price quote must include the name of the manufacturer, product name, product code, vendor name and amount of product in pounds.
- For projects requesting \$10,000 or more in grant funding, a Certificate of Installation is required. Also, provide name of Quality Officer Terry Hodges
- Match must be at least 50% of the total project cost

Provide amount requested and related match for each of the following categories:

Item:	Matching Funds 50%		Grant Funds 50%
	In-Kind (1)	Cash (2)	Grant (3)
Labor			
Management/Design (in-kind)	N/A		
Labor Salaries for base preparation or installation (in-kind).	\$34,400.00		
Volunteer Labor (in-kind)	N/A		
Contracted Labor Installation (Pour in Place and Softiles only)		N/A	N/A
Equipment (install cost)	N/A	N/A	
Shipping	N/A	N/A	\$1,600.00
Waste Tire Surface Material:			
Pour-in-place rubber surface		N/A	\$12,868.00
Rubber Tiles		N/A	N/A
Loose fill crumb rubber		N/A	N/A
Unitary Mat		N/A	N/A
Molded or extruded rubber edging		N/A	N/A
Waste Tire Derived Product:			
Item (1) - Tables		N/A	N/A
Item (2) - Benches		N/A	N/A
Item (3)		N/A	N/A
Item (4)		N/A	N/A
Supplies:			
Urethane	N/A	N/A	\$14,220.80
Base Material - Rock (Specify)	N/A	\$2,000.00	N/A
(Specify)			
Other:			
(Specify)			
(Specify)			
(Specify)			
Totals for each Column:	\$34,400.00	\$2,000.00	\$28,688.80
Total Match (add column 1 & 2):		\$36,400.00	
Total Project Cost (total match & total grant):		\$65,088.80	

BUDGET JUSTIFICATION – Provide a detailed description the costs of the grant and match funding (use additional paper if needed).

Friendship Park

Labor:

- The City of Dodge City Parks Department will be performing the base preparation and installation per the manufacturer's specifications for both pour in place rubber mat projects. Terry Hodges is a Certified Playground Inspector and will be the Quality Officer overseeing the base preparation and installation. The Parks Department staff has successfully installed several of these projects in our City's parks giving them the necessary experience and training. Also, the department has also invested in the equipment necessary to complete these jobs.

Friendship Park: Prep Time – 256 hrs at \$25/hr = \$6,400.00

Pour Time – 480 hrs at \$25/hr = \$12,000.00 **Total Labor - \$18,400.00**

The City's labor will count towards our matching funds on each project.

- En Tire will ship all materials to the City of Dodge City.

Friendship Park: Shipping = \$800.00

The cost of the shipping will be paid for with grant funds.

Waste Tire Surface Material:

- The pour in place rubber surface will be purchased from En Tire Recycling (KDHE Approved Vendor).

Friendship Park: Base Layer (2" thick 8-14 rubber bafflings) – 10,800 lbs at \$0.22/lbs = \$2,376.00

Wear Layer (1" thick 1-3mm crumb rubber) – 8,160 lbs at \$0.25/lbs = \$2,040.00

EPDM Boarder = \$1,650.00

Total = \$6,066.00

The cost of the pour in place rubber surface materials will be purchased with grant funds.

Waste Tire Derived Products: N/A

Supplies:

- The urethane (binder) for the projects will be purchased from En Tire Recycling (KDHE Approved Vendor).

Friendship Park: Urethane – 2,983 lbs at \$2.20 = \$6,562.60

The cost of the urethane (binder) material will be purchased with grant funds.

- The rock and subgrade materials will be purchased locally.

Friendship Park: Rock & Subgrade = \$900.00

The rock and subgrade materials costs will count towards our matching funds on each project.

Other: N/A

TOTAL FRIENDSHIP PARK PROJECT COST

Matching Funds (In-Kind) = \$19,300.00

Grant Funds = \$13,428.60

Total Cost = \$32,728.60

BUDGET JUSTIFICATION – Provide a detailed description the costs of the grant and match funding (use additional paper if needed).

Kiwanis Park

Labor:

- The City of Dodge City Parks Department will be performing the base preparation and installation per the manufacturer's specifications for both pour in place rubber mat projects. Terry Hodges is a Certified Playground Inspector and will be the Quality Officer overseeing the base preparation and installation. The Parks Department staff has successfully installed several of these projects in our City's parks giving them the necessary experience and training. Also, the department has also invested in the equipment necessary to complete these jobs.

Kiwanis Park: Prep Time – 160 hrs at \$25/hr = \$4,000.00

Pour Time – 480 hrs at \$25/hr = \$12,000.00 **Total Labor - \$16,000.00**

The City's labor will count towards our matching funds on each project.

- En Tire will ship all materials to the City of Dodge City.

Kiwanis Park: Shipping = \$800.00

The cost of the shipping will be paid for with grant funds.

Waste Tire Surface Material:

- The pour in place rubber surface will be purchased from En Tire Recycling (KDHE Approved Vendor).

Kiwanis Park: Base Layer (2" thick 8-14 rubber bafflings) – 12,600 lbs at \$0.22/lbs = \$2,772.00

Wear Layer (1" thick 1-3mm crumb rubber) – 9,520 lbs at \$0.25/lbs = \$2,380.00

EPDM Boarder = \$1,650.00

Total = \$6,802.00

The cost of the pour in place rubber surface materials will be purchased with grant funds.

Waste Tire Derived Products: N/A

Supplies:

- The urethane (binder) for the projects will be purchased from En Tire Recycling (KDHE Approved Vendor).

Kiwanis Park: Urethane – 3,481 lbs at \$2.20 = \$7,658.20

The cost of the urethane (binder) material will be purchased with grant funds.

- The rock and subgrade materials will be purchased locally.

Kiwanis Park: Rock & Subgrade = \$1,100.00

The rock and subgrade materials costs will count towards our matching funds on each project.

Other: N/A

TOTAL KIWANIS PARK PROJECT COST

Matching Funds (In-Kind) = \$17,100.00

Grant Funds = \$15,260.20

Total Cost = \$32,360.20

CERTIFICATION: The undersigned is an official authorized to represent the applicant.

The person signing this document must have the authority to contractually bind the applicant or be the designated fiscal agent. For local governments, this is generally the mayor or the chairperson of the county commission. For schools, this is generally the superintendent, or board president. Secure all necessary approvals from government bodies prior to signing this application!

I certify that all proposed activities will be carried out in a timely manner; that all grant money received will be utilized solely for the purposes for which it is intended; that records documenting the project implementation will be maintained and submitted when requested.

Print Name of Authorized Representative

Title

Signature of Authorized Representative

Date

ENTIRE RECYCLING
13974 US HWY 136 - ROCK PORT, MO 64482
660-744-2252 - PHONE 660-744-2732 - FAX
jim@entirerecycling.com

FAX COVER SHEET

DATE: 12/23/09
FAX: 620-225-8208
ATTN: Kurtz Lancaster
COMPANY: Dodge City Parks

3 Pages were sent (including this cover sheet)

*Sending the quotes as requested -
Please call with any questions
They can certainly be modified. We
will be back in the office on Jan 4th
& will be checking messages next week etc.*

*Shipping could be modified at time
of delivery but should be close to
much weight for 1 load combined orders.
EPDM is your call - not sure what amt
you have used in the past and how wide
of boards etc.*

*Just let us know & Merry Christmas
Lorraine Jim Linking*

EnTire Recycling
13974 TIS HWY 136
Rock Port, MO 64482
Phone: 1-877-209-7345
Fax: 1-660-744-2732
E-mail: jim@entirerecycling.com

DODGE CITY PARKS
KURT NIETLING
PO BOX 880
DODGE CITY, KS 67801 1-620-225-8208 fax

Playground Pour in Place Surface Quote

PROPOSAL FOR FRIENDSHIP PARK PROJECT

60' X 40' = 2,400 SQUARE FT
3" Deep
2" Pad layer 1" Top Layer
All rubber in 50# paper bags

PAD
2,400 sq. ft X 4.5 lbs = 10,800 lbs pad rubber @ .22 = \$2,376.00
10,800 lbs X .11% = 1,188 lbs urethane @ 2.20 = \$2,613.60

TOP LAYER
2,400 sq. ft X 3.4 = 8,160 lbs top rubber X .25 = \$2,040.00
8,160 lbs rubber X 22% = 1,795 lbs urethane X 2.20 = \$3,949.00

COLORED EPDM FOR BORDER
5 bags x 55 lbs = 275 lbs X 2.00 = \$550.00
Freight : \$800.00

\$12,328.60

EnTire Recycling
13974 IIS HWY 136
Rock Port, MO 64482
Phone: 1-877-209-7345
Fax: 1-660-744-2732
E-mail: jim@entirerecycling.com

December 23, 2009

DODGE CITY PARKS
KURT NIETLING
PO BOX 880
DODGE CITY, KS 67801

1-620-225-⁸²⁰⁸ fax

Playground Pour in Place Surface Quote

PROPOSAL FOR KIWANIS PARK PROJECT

70' X 40' = 2,800 SQUARE FT
2" Pad Layer 1" Top Layer
All rubber in 50# paper bags

PAD

2,800 sq. ft X 4.5 = 12,600 lbs pad rubber @ .22 = \$2,772.00
12,600 lbs X .11% = 1,386 lbs urethane @ 2.20 = \$3,049.20

TOP LAYER

2,800 sq. ft X 3.4 = 9,520 lbs top rubber X .25 = \$2,380.00
9,520 lbs rubber X 22% = 2,095 lbs urethane X 2.20 = \$4,609.00

COLORED EPDM FOR BORDER

15 bags x 55 lbs = 825 lbs X 2.00 = \$1,650.00
Freight : \$800.00

\$15,260.20



TEST REPORT

CLIENT: Entire Recycling
13974 US HWY 136
Rock Port MO 64482

REPORT NUMBER: 31611

LAB TEST NUMBER: 1615-2162

DATE: August 25, 2005

INTRODUCTION: A sample of *Entire Recycling Rubber Mat, 2-1/2" thick with a 1" Top Layer installed over 3" of Large Aggregate (Rock)* was submitted for testing by Mr. James Gerking who represented the client. TSI was requested to determine the drop height at which G_{max} would not exceed 200 nor Head Injury Criteria (HIC) 1000, using the systems and test method described below.

TEST METHOD: ASTM F 1292, *Standard Specification for Impact Attenuation of Surface Systems Under and Around Playground Equipment.*

PROCEDURE: Representative playground surface systems or surfacing material samples, or both, are tested according to ASTM Test Method F 355, Procedure C (metal head-form) at various drop heights, thicknesses and temperatures. The test method will determine the maximum drop height at which the G_{max} does not exceed 200 nor 1000 HIC. The testing was performed in a lab environment on a 18 x 18-inch system made up of 2-1/2" Impregnated (with Urethane) Rubber Mat with a top layer of 1" Rubber Skin installed over 3" of large Rock. The samples were tested at different temperatures to confirm the drop height remained below 200 G_{max} and HIC 1,000. Reported below is the average of the second and third drops in the same location. The first drop is for sample conditioning and is not a part of the average.

TEST RESULTS: Entire Recycling Mat at a total thickness of 3-1/2"

Test Date	Time	Temp. Surf	Drop Ht.	Drop#2-g's/HIC	Drop#3-g's/HIC	Av. G_{max} /HIC
5/20/05	10:30A	76F	10' 0"	110 / 690	109 / 657	110 / 674

Testing was conducted at both 20F and 120F and the results were within 2% of the stand values for G_{max} and HIC. Tests were conducted using TRIAX 2000® Equipment.

CONCLUSION: The system when installed as described above meets or exceeds the requirements for installation under playground equipment up to 10'0" in height.

Testing Services Inc

Eric Miles, President
m6

OUR LETTERS AND REPORTS APPLY ONLY TO THE SAMPLE TESTED AND ARE NOT NECESSARILY INDICATIVE OF THE QUALITIES OF APPARENTLY IDENTICAL OR SIMILAR PRODUCTS. THESE LETTERS AND REPORTS ARE FOR THE USE ONLY OF THE CLIENT TO WHOM THEY ARE ADDRESSED AND THEIR COMMUNICATION TO ANY OTHERS OR THE USE OF THE NAME TESTING SERVICES, INC. MUST RECEIVE OUR PRIOR WRITTEN APPROVAL. THE REPORTS AND LETTERS, AND OUR NAME, OUR SEALS, OR OUR INSIGNIA ARE NOT UNDER ANY CIRCUMSTANCES TO BE USED IN ADVERTISING TO THE GENERAL PUBLIC. VISIT OUR WEBSITE AT www.tstesting.com