

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, April 5, 2010

7:00 p.m.

MEETING #4802

CALL TO ORDER

ROLL CALL

INVOCATION: by Pastor Corey Godbey, First United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Kathy Doussa Day, 2010 Kansas Master Teacher

ADA Proclamation

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).

Employee of the Month: Paula Schreiber

Character Trait – Creativity vs. Underachievement

Drawing for prizes from AMBUCS Home & Leisure Show

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, March 1, 2010
2. Approval of Joint City/County Commission Meeting minutes, March 1, 2010
3. Appropriation Ordinance No. 5, March 15, 2010
4. Appropriation Ordinance No. 6, April 5, 2010
5. Approval of Appointment of Golf Course Advisory Board
6. Approval of Supplemental Agreement with KDOT for Bike Path Extension & Funds
7. Cereal Malt Beverage License
 - a. Jesus A. Castillo Leal – 2001 West Wyatt Earp
 - b. Presto #50 – 800 Wyatt Earp
8. Approval of Extension of Contract for Manhole Rehab
9. Approval of the Grant Application to Hire an Energy Manager

ORDINANCES & RESOLUTIONS

Ordinance No. 3486: An Ordinance rezoning a tract of land generally located in the 500 to 800 block of East Wyatt Earp Blvd North of the B.N. & S.F. Railroad from I-2, Heavy Industrial to C-2, Commercial Highway.

Ordinance No. 3487: An Ordinance amending Ordinance No. 3469 to correct typographical errors contained within the legal description.

Resolution No. 2010-07: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (water improvements in Brown Cole Addition) in the City of Dodge City, Kansas, and setting forth the general nature of the improvement, the extent of the Improvement District to be assessed for the cost thereof, the method of assessment, and the proposed apportionment of the cost between the Improvement District and the City at large; and authorizing and providing for the making of the improvement in accordance with the findings of the Governing Body.

Resolution No. 2010-08: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Sewer Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

Resolution No. 2010-09: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Street Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

Resolution No. 2010-10: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Water Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

UNFINISHED BUSINESS

Approval of Contract with BHC Rhodes for Design of Comanche Street. Report by Director of Engineering Services, Joe Finley.

NEW BUSINESS

Approval of Supplemental Agreement with KDOT for reimbursement on Phase II of the Wyatt Earp Project. Report by Director of Engineering Services, Joe Finley.

Approval of Water Supply Bids. Report by Superintendent of Public Works, Mike Klein.

OTHER BUSINESS

ADJOURNMENT

Proclamation

WHEREAS, The Mayor, City Commission, and the City of Dodge City has the responsibility for the overall welfare and well being of its citizens as a primary concern; and

WHEREAS, Kathy Doussa is a resident of Dodge City, and a teacher at Flint Hills Special Education Cooperation, who in addition to her teaching responsibilities is an active sponsor and supporter of numerous extracurricular activities at the school and activities within the community; and

WHEREAS, Kathy Doussa has been honored by being selected as a **2010 Kansas Master Teacher** by Emporia State University and has established standards in her professional career which benefits not only her students at Flint Hills Special Education Cooperation as future leaders of our community, but also her city as well.

NOW, THEREFORE BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, in a regular meeting duly assembled, that the City of Dodge City governing body does hereby recognize and congratulate Kathy Doussa for her outstanding service to the students and patrons of the Flint Hills Special Education Cooperation, her dedication to continuing education, and service to the community of Dodge City; and furthermore

BE IT FURTHER RESOLVED, I, Rick Sowers, by virtue of the authority vested in me as Mayor of the City of Dodge City, do hereby proclaim Monday, April 5th as

KATHY DOUSSA DAY

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 5th day of April, 2010

Rick Sowers, Mayor

Nannette Pogue, City Clerk

Proclamation

On July 26, 1990, President George H. Bush signed into law the Americans with Disabilities Act (ADA) to ensure the civil rights of people with disabilities. This legislation established a clear and comprehensive national mandate for the elimination of discrimination against individuals with disabilities.

The ADA has expanded opportunities for Americans with disabilities by reducing barriers and changing perceptions, increasing full participation in community life. However, the full promise of the ADA will only be reached if public entities remain committed in their efforts to fully implement the ADA.

On the 20th anniversary of the Americans with Disability Act, the City of Dodge City celebrates and recognizes the progress that has been made by reaffirming the principals of equality and inclusion and recommitting our efforts to reach full ADA compliance.

Now, Therefore, the Mayor of Dodge City, Kansas, does hereby reaffirm our commitment to work toward full ADA compliance in the City of Dodge City.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

APRIL 2010



Creativity
vs. underachievement

City Character Trait

Key Concepts

1. Think Outside the Box: Step back from the details and rethink your reason for doing this in the first place. If you're building a sidewalk, maybe you should build it where people walk instead of warning pedestrians off the grass. Pursue interests outside your job. Some of the best ideas will come when you take a break and do something else.

2. Talk About It: Find someone outside your field and explain the problem. Your brother-in-law might not get the intricacies, but his perspective will help you think about things from a different angle.

3. Hone Your Skills: Your skills and experience form a foundation from which you can approach new challenges. Read, listen, study, practice, and refine your skills in order to keep from stagnating in business and in life.

4. Give It a Try: You can't be afraid to fail. An executive has to make the best decision with the information available. A basketball player has to keep shooting the ball. In most cases, the effort is worth more than the criticism it will receive.

5. Try Again: When results don't match expectations, adjust your approach and try again.



CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, March 1, 2010

7:00 p.m.

MEETING #4800

CALL TO ORDER

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

INVOCATION: Vernon Bogart

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Mark Blakesly from the Dodge City Community College made a presentation on the National Problem Gambling Awareness Week

Great American Clean Up Proclamation

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).

Employee of the Month for March 2010 was presented to Matt Lowery by Director of Parks and Recreation, Paul Lewis

Citizen Recognition Award was presented to Bill Miller by Mayor Rick Sowers

The City Character Trait, Tolerance vs. Hostility was presented by Jane Longmeyer

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, February 15, 2010
2. Approval of City Commission Work Session minutes, February 15, 2010
3. Appropriation Ordinance No. 4, March 1, 2010
4. Cereal Malt Beverage License
 - a. Quick Pick, Inc. – 2017 N. Central Avenue
 - b. Quick Pick, Inc. – 2501 N. Central Avenue

The Consent Calendar was approved, with correction to the minutes on a motion by Commissioner Kent Smoll, seconded by Commissioner Monte Broeckelman. The motion carried unanimously.

ORDINANCES & RESOLUTIONS**UNFINISHED BUSINESS**

A Contract with PEC for the Sanitary Sewer Master Plan update was approved on a motion by Commissioner Brian Weber, seconded by Commissioner Jim Sherer. The motion carried 5-0.

NEW BUSINESS

1. The Bhuyia Final Plat was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Monte Broeckelman. The motion carried unanimously.
2. A Supplemental Agreement with BHC for design of an additional trail segment on the Bike/Pedestrian Path in an amount not to exceed \$15,000 was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. The motion carried unanimously.
3. A report on the 14th Street Bridge Project was given by Representatives of BG Consultants. An agreement with KDOT to commit funds for the bridge repair project on South 14th Street in the amount of \$302,000 was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Jim Sherer. The motion carried unanimously. KDOT will contract with PCI Roads, LLC to complete the project. The total project cost will be approximately \$401,000, with \$99,000 being Federal funds and the \$302,000 being the amount committed by the City of Dodge City.

OTHER BUSINESS

Ken Strobel, City Manager

- Reported that both rail companies, BNSF and Yreka, have responded regarding the railroad crossing repairs
- Dodge City Night in Topeka is Monday, March 8th
- Reported that he attended the Awards Ceremony for Police and Sheriff Departments on Saturday, February 27th

Jane Longmeyer, Director of Public Information:

- Reported on the awards given at the Police Awards Ceremony on Saturday, February 27th
- West Wyatt Earp – JAG will be placing concrete on Wednesday morning, traffic will be down to one lane
- Reported that the Census Bureau will be in the City Hall about one (1) hour per day to assist citizens with completing the census

Commissioner Weber:

- Reported on the state wide smoking ban

Commissioner Sherer:

- Commented on 14th Street
- Reported on the bird problem around the McCoy Street neighborhood, creating a havoc
- Reported that he toured the new ARFF Building

Mayor Sowers:

- Wants to schedule a time for the Commissioners to tour the ARFF Building & Wastewater Treatment Plant

Commissioner Broeckelman:

- Has received complaints about service from Great Lakes and is concerned about it

Commissioner Smoll:

- Reminded everyone about the City Character Trait
- Thanked Ken for his tolerance

Mayor Sowers:

- March 24th is Awareness for Seniors and wants a representative from the City Commission to meet with them
- Thanked Bill Miller

ADJOURNMENT: Commissioner Kent Smoll moved to adjourn the meeting, seconded by Commissioner Jim Sherer. The motion carried 5-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

JOINT CITY/COUNTY COMMISSION MINUTES

City Hall Commission Chambers

Monday, March 1, 2010

5:30 p.m.

MEETING #4799

CALL TO ORDER

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

Ford County: Chairman Kim Goodnight, Commissioners Terry Williams and John Swayze.

NEW BUSINESS

1. The contract between the City/County and Ed Beckley, d/b/a Beckley's Checkered Flag Productions, Inc. for a World of Outlaws Show for an amount not to exceed \$100,000, with \$90,000 paid to World of Outlaws and \$10,000 promotional fee to Beckley was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. The motion carried unanimously.

County Vote: Chairman Goodnight moved to approve the contract with Beckley, Commissioner Williams seconded. The motion carried 3-0.

2. The Commissions discussed having an Economic Impact Study done for the World of Outlaws event to be conducted by the Docking Institute. No action was taken.
3. The Commissions discussed granting money to Boot Hill Museum for a Redevelopment Plan. Commissioner Smoll moved to allocate \$100,000 from the money set aside in the Organizational Account of the Special Sales Tax Project fund for implementation of the tourism master plan, with \$50,000 to be paid to Boot Hill Museum now and \$50,000 to be paid upon approval of City/County Staff. Boothill Museum will also contribute \$50,000 to the Plan. The motion was seconded by Commissioner Weber. The motion carried by a vote of 4 to 1, with Commissioner Broeckelman voting no.

County Vote: Chairman Goodnight moved to approve the allocation to Boothill Museum for the Redevelopment Plan. Commissioner Williams seconded the motion. The motion carried 3- 0.

4. Charlie Sirockman from ICC updated the City and County Commissions on the construction progress of the Special Events Center.

ADJOURNMENT: Commissioner Sherer moved to adjourn the Joint City/County Commissioner meeting, seconded by Commissioner Broeckelman. The motion carried 5-0.
Ford County: Chairman Goodnight moved to adjourn, seconded by Commissioner Williams. The motion carried 3-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: March 5, 2010

Subject: Golf Course Advisory Bd.
Appointment

Agenda Item: Consent Calendar

Recommendation: Staff recommends appointing Casey Malek to fill the unexpired term of Rod Koehler on the Golf Course Advisory Board.

Background: Mr. Rod Koehler has submitted his resignation from the Golf Course Advisory Board. He is relocating out of the city and will no longer be able to serve and complete his term which expires in January of 2011.

At their February meeting, the Advisory Board approved a motion to recommended Mr. Malek be appointed to fill the remainder of the term.

Justification: Mr. Malek is currently an ex-officio member of the Board. He has a significant interest in the golf course and has served as a regular member of the Board in the past. As head coach of the DCCC Men's golf team he is regularly involved at Mariah Hills and is well versed on activities at the course and the future goals for the facility.

Financial Considerations: None

Purpose/Mission: Mr. Malek's appointment is consistent with our Mission Statement which emphasizes open communication with the community to improve quality of life and foster a better future.

Legal Considerations: N/A

Attachments: Koehler letter of resignation

Rodney Koehler
2002 Cactus Rd
Dodge City, KS 67801
02/17/2010

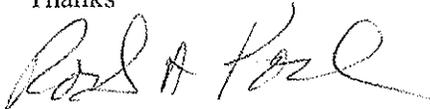
Paul Lewis
Rec. Director
City of Dodge City, KS

Dear. Paul,

I am using this letter to resign for the Dodge City Golf Advisory Board. As you know I have sold my business and will be moving from Dodge City in the next few months. I have enjoyed my time on the board and feel we have accomplished some of the goals I started with. I hope that you and the board will continue to work toward the rest of the goals.

Thanks for all your help on the board and I wish everybody on the board best of luck and success.

Thanks

A handwritten signature in black ink, appearing to read "Rodney A. Koehler". The signature is fluid and cursive, with the first name "Rodney" being the most prominent part.

Rodney A. Koehler

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: March 11, 2010

Subject: Approval of Supplemental Agreement with KDOT

Agenda Item: Consent Calendar

Recommendation: Staff recommends approving the supplemental agreement with KDOT related to construction of the bicycle/pedestrian trail extension.

Background: As you recall from a previous meeting, KDOT contacted staff and offered additional funding for the Bicycle/Pedestrian Trail extension project. The additional funding included \$100,000 in ARRA (stimulus) funding and also agreed to cover additional project costs on an 80/20 split to add an additional 1200 feet to the trail extension project currently under design.

This agreement formalizes that understanding and is a supplement to the original agreement previously executed in December of 2009. The supplemental agreement references the additional funding provided by KDOT and spells out contractual requirements to be included in the bid documents as a result of the ARRA funding.

Justification: The bicycle/pedestrian trail is extremely popular and well used by the community. Participating in the trail development with KDOT provides 80% of the cost through outside sources and is a much more effective use of available funds.

Financial Considerations: The City is responsible for all design fees for this additional trail segment which is provided for in the agreement with BHC-Rhodes approved at the last Commission meeting.

The total amount of design and construction costs the City will be liable for are estimated at \$95,000. The 2010 CIP budget includes \$70,000 for this project and the remaining \$25,000 can come from departmental operation funds if necessary.

Purpose/Mission: This project meets the core value of Working Towards Excellence as we maximize local funds to complete a project that is highly desirable by the public.

Legal Considerations: None

Attachments: PROJECT NO. 29 TE-0325-01 TRANSPORTATION ENHANCEMENT
PROJECT SUPPLEMENTAL AGREEMENT No. 1

PROJECT NO. 29 TE-0325-01
TEA- T032(501)
TRANSPORTATION ENHANCEMENT PROJECT
PEDESTRIAN/BICYCLE PATH-EXTENSION
CITY OF DODGE CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the city of Dodge City, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

R E C I T A L S:

WHEREAS, the Parties entered into an Agreement dated December 21, 2009, hereinafter referred to as the "Original Agreement" for the construction of a pedestrian/bicycle path in Dodge City, Kansas, and

WHEREAS, the Secretary desires to add American Recovery and Reinvestment funding to this project in the amount of \$100,000 and supplement the Original Agreement to attach and incorporate the revised Project Special Provisions 03-10-09-R7 and 04-03-09-R3 Required Contract Provisions, American Recovery and Reinvestment Act of 2009, Reporting Requirements for Recovery Act Contract.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

1. On page 1 of the Original Agreement the paragraph; **PURPOSE:** be replaced in its entirety to read as follows:

PURPOSE: The Secretary is authorized by the current Federal-Aid Transportation Act to set aside certain portion of Federal funding for Transportation Enhancement (TE) projects. The Secretary is empowered to pass through Federal Surface Transportation Program (STP) funds for TE projects to eligible state agencies or local governments. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for Federal STP funding under the Transportation Enhancement Provision of current the Federal-Aid Transportation Act. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of TE projects, provided however, that in order to be eligible for such federal-aid, such work is required by Federal law to be done in accordance with the laws of the state. The Secretary also is authorizing the use of federal recovery funds for this Project under the American Recovery and Reinvestment Act

of 2009 (ARRA or Recovery Act). The City understands the United States Congress and Federal Highway Administration (FHWA) have placed conditions on the use of recovery funds. The City agrees to abide by all the conditions stated in this Agreement. The City understands lack of compliance could result in forfeiture or reimbursement of Recovery Act funds.

2. On page 2 of the Original Agreement, Article I, paragraph 2 be replaced in its entirety to read as follows:

2. To reimburse the City for one hundred percent (100%) of the total actual costs of construction, which includes the costs of all construction contingency items, up to a Project cost of \$100,000 of ARRA funds, then eighty percent 80% of the actual costs of construction, which includes the costs of all construction contingency items, and construction administration. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project. Finally, the Secretary's reimbursement obligation is contingent upon the City's compliance with Article II, paragraph 2.

3. On page 2 of the Original Agreement, Article I, paragraph 3 be replaced in its entirety to read as follows:

3. To make partial payments to the City for amounts not less than \$1,000 and no more frequently than monthly. Such payments will be made after receipt of proper billing and approval by a licensed professional engineer and/or licensed architect employed by the City that the Project is being constructed within substantial compliance of the plans and specifications. Billing shall be supported by a progress schedule acceptable to the Secretary, which should include the beginning/ending of the billing period, the percentage of work completed, and the actual costs incurred during the billing period. Accumulated partial payments shall not exceed the total fees earned for each work phase, prior to approval and acceptance of completed work on the all phases by the Secretary.

4. On page 3 of the Original Agreement, Article II, paragraph 2 be replaced in its entirety to read as follows:

2. Upon completion thereof, the design plans, specifications, estimates, and any necessary surveys, studies or investigations, including, but not limited to, environmental, hydraulic or geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer and/or a licensed professional architect attesting to the conformity of the design with the items in Article II, paragraph 1. The final design plans must be signed and sealed by a licensed professional engineer and/or licensed professional architect responsible for preparation of the design plans. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with Article II, paragraph 1. In

addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

a. Language incorporating into the consultant contract Required Contract Provision 03-10-09-R7 which requires the consultant to complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, but only if the design or other preliminary engineering services are being paid for with Recovery Act funds.

b. Language incorporating into the consultant contract Required Contract Provision 04-03-09-R3 which permits the United States Comptroller General or the Inspector General and their representatives to audit Project records and interview employees. Even if the design or other preliminary engineering services are not being paid with Recovery Act funds, these consultant records may be audited as documents that pertain to a contract using Recovery Act funds.

5. On page 3 of the Original Agreement, Article II, paragraph 5 be replaced in its entirety to read as follows:

5. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of federal aid for this Project under the current Federal-Aid Transportation Act, the Recovery Act, or both. The City agrees to take all steps necessary to obtain federal aid for this Project.

a. To secure Recovery Act funds, the City shall take the following steps:

- Let the project on or before May 31, 2010. To let the Project within this time frame, the City shall have completed the right-of-way acquisition, utility relocation arrangements, and preparation of plans, specifications, and estimates for the Project.
- Complete the Recovery Act monthly employment reporting requirement, "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, for City employees who charge time to the Project rather than charging time to overhead. The City shall complete the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, electronically on KDOT's website by accessing the Economic Stimulus link at www.ksdot.org or using the link at www.ksdot.org/EconomicRecovery.asp. The City shall submit the completed on-line "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, on or before the 5th calendar day of the month following the month being reported. Example: DOT Form 1589 for the month of June, 2009 shall be completed and submitted on or before July 5, 2009. Further details are provided in Required Contract Provision 03-10-09-R7.

- Obtain a D-U-N-S number (Dun & Bradstreet Number) and report that number to Transportation Enhancement staff. Acquire the D-U-N-S number using the following link: http://www.dnb.com/us/duns_update/.
- Include and enforce contract language requiring consultants, subconsultants, contractors, and subcontractors to comply with the monthly employment reporting requirements of Required Contract Provision 03-10-09-R7 (See Article II, paragraphs 4, 16, and 19). On non-KDOT let projects, this provision requires all contractors and consultants who have not undertaken contracts with KDOT to obtain a contractor number by contacting the Director of KDOT's Division of Operations at 785-296-2235. This provision also requires contractors and consultants to have the contract number between KDOT and the entity letting the Project. The contract number will be sent to the City before the Project is let for bid, and the City shall furnish this contract number to the contractors and consultants. A contractor number and contract number are both necessary for the contractors and consultants to access, complete, and submit the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589, electronically on KDOT's website.
- Monitor contractors' and consultants' compliance with Required Contract Provision 03-10-09-R7.
- Review monthly the contractor's and consultant's electronic "MONTHLY EMPLOYMENT REPORT," DOT Forms 1589 for compliance with Required Contract Provision 03-10-09-R7. After the contractor or consultant completes and submits its on-line "MONTHLY EMPLOYMENT REPORT," DOT Form 1589 for the Project, the City shall access the MONTHLY EMPLOYMENT REPORT DOT Form 1589 on KDOT's website, review the REPORT, and document on the space provided that the City completed this review. Conduct the review on or before the 10th calendar day of the month following the month being reported. Example: DOT Form 1589 for the month of June, 2009 shall be completed and submitted by the Contractor on or before July 5, 2009 and reviewed by the City on or before July 10, 2009.

6. On page 5 of the Original Agreement, Article II, paragraph 18 be replaced in its entirety to read as follows:

18. To require the contractor to pay prevailing wages, utilize Disadvantaged Business Enterprises (DBE's), to complete the Recovery Act employment reporting requirements, and to comply with the Recovery Act auditing requirements.

- a. The City will incorporate into the construction contract the Davis-Bacon Certification Verification Agreement and the current general wage decision for the county in which the Project is being constructed. The City will obtain

the mandatory Required Contract Provisions from KDOT and incorporate them into the construction contract. The City may obtain the current wage decision from KDOT's Bureau of Construction and Maintenance, Topeka, Kansas.

- b. The City will incorporate into the construction contract the current version of the following Required Contract Provisions for Disadvantage Business Enterprises (DBE's): 7-19-80 "DBE Contract Goals" and 07-18-80 "Federal Aid Contracts Utilization of DBEs". The City will obtain the mandatory Required Contract Provisions from KDOT and incorporate them into the construction contract.
- c. The City will incorporate into the construction contract Required Contract Provision 03-10-09-R7 "American Recovery and Reinvestment Act of 2009, Reporting Requirements for Recovery Act Contracts" which requires the contractor to complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589.
- d. The City will incorporate into the construction contract Required Contract Provision 04-03-09-R3 "American Recovery and Reinvestment Act of 2009, Implementation of Section 902 and Section 1515(b)" which permits the United States Comptroller General or the Inspector General and their representatives to audit Project records and interview employees.

7. On page 5 of the Original Agreement, Article II, paragraph 19 be replaced in its entirety to read as follows:

19. To obtain from KDOT and incorporate into the construction contract, the current version of the following Required Contract Provisions:

- 08-10-66 "Certification Regarding Noncollusion & History of Debarment,"
- 04-26-90 "Certification-Federal Funds-Lobbying,"
- 08-04-92 "Certification Contractual Services with Current Legislator or Legislator's Firm,"
- "Kansas Department of Transportation Special Attachment (Civil Rights and Nondiscrimination),"
- FHWA-1273 "Federal-Aid Construction Contracts,"
- 01-07-09 "Revisions to FHWA 1273,"
- 11-03-80 "Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity (Executive Order 11246),"
- 11-15-96 "Specific Equal Employment Opportunity Contractual Requirement,"
- 07-19-07 "Buy America' Materials," and
- 09-06-94 "US Dept of Transportation Fraud Hotline"

8. On page 6 of the Original Agreement, Article II, paragraph 21 be replaced in its entirety to read as follows:

21. To provide the construction inspection necessary to determine substantial compliance with the design plans, the specifications, Project provisions, this Agreement and a construction administration agreement. The City agrees to execute a construction administration agreement with the Secretary.

- a. If the City performs some or all of the construction inspection with City employees who charge their time to the Project rather than overhead, the City will complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589 as required by Required Contract Provision 03-10-09-R7. This requirement applies even if the City limits the use of Recovery Act funds to the construction contract and fails to use Recovery Act funds for the City's construction inspection.
- b. If the City retains a third party to perform some or all of the construction inspection, the City will incorporate into the construction inspection contract the current Required Contract Provision 03-10-09-R7 which requires the consultant to complete on-line and submit electronically the "MONTHLY EMPLOYMENT REPORT," DOT Form 1589. This requirement applies even if the City limits the use of Recovery Act funds to the construction contract and fails to use Recovery Act funds for the construction inspection contract.
- c. If the City retains a third party to perform some or all of the construction inspection, the City will incorporate into the construction inspection contract the current Required Contract Provision 04-03-09-R3 which permits the United States Comptroller General or the Inspector General and their representatives to audit Project records and interview employees.

9. On page 8 of the Original Agreement, Article II, paragraph 30 be renumbered as paragraph 29.

10. On page 8 of the Original Agreement, Article II, new paragraph 30 be inserted to read as follows:

30. To participate and cooperate with the Secretary in any audit of the Project by the Secretary. To participate and cooperate with the Secretary in any audit of the Project undertaken by FHWA, the United States Comptroller General, or the Inspector General and their representatives as provided in Required Contract Provision 04-03-09-R3. The City shall make its records and books available to representatives of the Secretary and/or the FHWA for audit for a period of five (5) years after date of final payment under this Agreement. If any such audits reveal payments have been made with federal funds by the City for items considered non-participating or if any such audits result in disallowance of costs for other reasons, the City shall promptly reimburse the Secretary for such items upon notification by the Secretary.

11. On page 10 of the Original Agreement, Article III, new paragraphs 14 and 15 be inserted to read as follows:

14. **Required Contract Provision 03-10-09-R7 “American Recovery and Reinvestment Act of 2009, Reporting Requirements for Recovery Act Contracts” is attached to and incorporated into this Agreement.**

15. **Required Contract Provision 04-03-09-R3 “American Recovery and Reinvestment Act of 2009, Implementation of Section 902 and Section 1515(b)” is attached to and incorporated into this Agreement.**

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

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

ATTEST:

CITY OF DODGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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

(This form prepared by the Attorney General's Office)
(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS
or
THE BOARD OF COUNTY COMMISSIONERS OF Dodge City COUNTY, KANSAS

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

- 1. (a) Name of proposed licensee: Jesus Castillo Leal
- (b) Age: 40
- (c) Place and date of birth: Nayarit Mx.
- (d) Residence address: 1604 Avenue A
- (e) I have been a resident of the State of Kansas 18 years.

2. The premises for which the license is desired are located at _____

- (a) The legal description of said property is _____
- (b) The street number is 2001 West Whyatt Camp
- (c) The building to be used is a restaurant
- (d) The business will be conducted under the following name: Korita Restaurant

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Monica B. Hernandez 2001 West Whyatt Camp

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

- (a) My citizenship arises by birth (), Naturalization (X).
- (b) My place of naturalization and the date thereof is as follows: In Wichita Kansas in March of 2007

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

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

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

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

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

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

a. If the answer above is yes, the name, age, and residence of manager or agent is _____

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

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

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

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

A license fee of \$ 225.00 is enclosed herewith.

I, Jesus A Castillo Leal, the above-named applicant, hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, 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 consent to the immediate revocation of my cereal malt beverage license, by the proper officials, for the violation of such laws, rules or regulations.

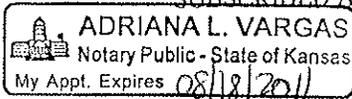
Jesus A Castillo Leal
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF Ford, ss.

I, Jesus A. Castillo Leal, the above-named applicant, do 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.

Jesus A Castillo Leal
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 17 day of March, 2010

ADRIANA L. VARGAS
Notary Public - State of Kansas
My Appt. Expires 08/18/2011

Adriana Vargas, Notary Public
(Character of official administering oath)

My commission expires on the 18th day of August, 2011

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.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City Ford COUNTY, KANSAS, March 22 2010
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS,

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

GENTLEMEN—On behalf of the Presto Convenience Stores, LLC
corporation whose principal place of business is Andover, KS

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

1. The proposed licensee is Presto #50
corporation with principal place of business at Andover, KS
The resident agent is Doug Wald
with offices at Andover, KS
Said corporation was incorporated on May 1969
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County.
Yes (), No ()

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of corporate stock, and managers of said corporation together with their position and address, age, date of birth, place of birth, method of acquiring United States citizenship—if acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas.
- Terry Presto - President - 14008 Reeder, Overland Park, KS 66221, Garden City, KS
Birt - Wife, DOB - 10/18/57
- Doug Wald - V.P.
138 Belle Terre, Wichita, KS
67230, Aberdeen, SD
20 years. DOB - 7/13/65

3. The premises for which the license is desired are located at 800 Wyatt Camp

(a) The legal description of the premises is
(b) The street number is 800
(c) The building is described as Block
(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: Presto #50

4. The name and address of the owner or owners of the premises upon which the place of business is located is Presto Convenience Stores, LLC
PO Box 609, Andover, KS 67002

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

6. The place of business will be conducted by the following manager or agent:
Name Deb Smith
Address 403 N. Ash
Residence Cimarron, KS
Length of residence within this city or county in which the application is being made 20 yrs
Method of obtaining U.S. citizenship together with date of naturalization if such is the method Birth
Date and place of birth 10-9-52 Marshall, MO

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

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

A license fee of \$ 75.00 is enclosed herewith.

I, Debbie Smith-Superior

(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and 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 license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

Presto Convenience Stores, LLC
(Corporation)

Attest:

[Signature]
(Secretary of Corporation)

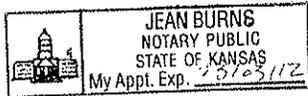
By

[Signature] - operations mgr.
(Signature and position of individual making application on behalf of corporation)

STATE OF KANSAS, COUNTY OF Ford, ss.

I, [Signature] - v.p., of the Presto Convenience Stores, LLC do solemnly
(Signature and official position) (Name of corporation)

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.



[Signature] - v.p.
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 22nd day of March A.D. 2010

[Signature]
(Character of official administering oath)

My commission expires on the 31st day of March A.D. 2012

APPLICATION APPROVED this _____ day of _____ A.D. _____

By _____ (Official position)

of _____, Kansas.
(City or county)

Recorded in Volume _____, at page _____

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Mike Klein

Date: March 31, 2010

Subject: Manhole Rehabilitation

Agenda Item: Consent Calendar

Recommendation:

It is staffs recommendation to accept the proposal from Mayers Specialty Services of Goddard, Kansas to rehabilitate seven manholes around the Cherry Street Lift Station. This will include 4 manholes upstream and 3 manholes down stream of the Cherry Street Lift Station. Mayers Specialty will clean and prep all surfaces and apply a base coat of Strong Seal material and a top coat of Zebron 386 Polyurethane. Total cost \$ 15,064.72.

Background:

As you know the Cherry Street Lift Station had a failure of a manhole west of the wet well. The failure was caused by hydrogen sulfide gas which ate away the concrete liner of the manhole. This failure caused large amounts of sand and rock to enter the wet well and was sucked into the pump station. Temporary repairs have been completed and the system is operational at this time. Staff is investigating long term solution to repair the wet well and lift station permantly. It has been determined that the 4 manholes upstream and 3 manholes down stream of the lift station need to be coated with a polyurethane to prevent future failures.

Justification:

Repair manholes around the Cherry Street Lift Station to help prevent future failures in the area.

Financial Considerations:

2010 Budget Fund and Amount:	Wastewater Fund, Manhole Rehabilitation	\$ 50,000.00
	Expenditure	\$ 15,064.72
	Line Item Balance	\$ 34,935.28

Purpose/Mission:

To repair and maintain the wastewater system to acceptable standards for the citizens of Dodge City.

Legal Considerations: N. A.

Attachments: N. A.

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Jane Longmeyer, jL
Director of Public Information*

Date: April 1, 2010

Subject: Energy Mgr. Grant Application

Agenda Item: Consent Calendar

Recommendation: Approve the grant application to hire an Energy Manager shared equally between the City of Dodge City, Ford County and USD #443.

Background: The State Energy Office, a division of the Kansas Corporation Commission, has established the energy manager grant program, using \$2,556,100 of the Energy Efficiency and Conservation Block Grant funds authorized by the American Recovery and Reinvestment Act of 2009

Justification: Energy costs are increasing drastically, causing a drain on budgets. This position will evaluate the current energy usage and make recommendations for creating energy efficiency.

Financial Considerations: The \$100,000 salary and benefit for two years is provided through the grant. Up to \$1,500 will be the maximum financial commitment per year from the City of Dodge City for travel and training expenses.

Purpose/Mission: The grant is intended to result in the following: 1) reduced energy use and improved energy efficiency in public buildings; 2) reduced consumption of fuel in

vehicles and equipment; 3) increased awareness of energy conservation and efficiency; and 4) increased participation in programs related to energy conservation and management.

Legal Considerations: None

Attachments: Energy Manager Grant Guidelines.

KANSAS CORPORATION COMMISSION
State Energy Office
ENERGY MANAGER GRANT

Purpose:

The grant is designed to assist coalitions of local governments in hiring an energy manager by providing a \$50,000 annual stipend for up to two years. A new position may be created or the duties may be added to an existing position. The energy manager will develop a short-term and long-term plan for each of the coalition members and work with them to transform their energy usage and awareness.

The grant is intended to result in the following:

- Reduced energy use and improved energy efficiency in public and private buildings.
- Reduced consumption of fuel in vehicles and equipment.
- Increased awareness of energy conservation and efficiency.
- Increased participation in programs related to energy conservation and management.

Eligible Applicants:

Coalitions of local governments (cities, counties, and school districts) may apply for this grant. The coalition must designate a city or county as the lead applicant. Cities and counties that received a direct allocation of Energy Efficiency and Conservation Block Grant (EECBG) funds from the U.S. Department of Energy (DOE) are not eligible for this grant.¹

Minimum Qualifications for Coalitions:

1. Coalition must include a minimum of three political subdivisions.
2. Coalitions must collectively own a minimum of 200,000 square feet of facility space or have total annual energy expenditures of at least \$250,000. Energy expenditure total may include purchased electricity, gas, water and vehicle fuel.

Minimum Qualifications for Energy Managers:

1. A four-year engineering or architectural degree, or a registered Professional Engineer (P.E.), or Registered Architect (R.A.) with at least three years experience in energy engineering or energy management.
2. A four-year business or related degree, with at least five years experience in energy engineering or energy management.
3. A two-year technical degree, with eight years experience in energy engineering or energy management.
4. Ten years or more verified experience in energy engineering or energy management.

Scope of Work:

Coalitions will establish an energy manager position and hire a full-time energy manager for two years.

In the first 6 months of the grant period, the energy manager must meet all requirements listed below.

1. Attend a mandatory certified energy manager training, sponsored by the State Energy Office.
2. Categorize current energy use by fuel type, operating division, operating entity, facility or department (in the case of transportation) for both the built environment and the transportation uses of the coalition.

¹Counties that received funds directly from DOE: Butler, Cowley, Crawford, Finney, Johnson, Leavenworth, Lyon, Montgomery, Sedgwick, and Shawnee. Cities that received direct funds: Hutchinson, Kansas City, Lawrence, Lenexa, Manhattan, Olathe, Overland Park, Salina, Shawnee, Topeka, and Wichita.

3. Collect a minimum of 12 months of energy usage and cost data across all fuel types and calculate all greenhouse gas emissions from all sources using EPA Greenhouse Gas Equivalencies Calculator.
4. Identify energy-using facilities, vehicles, and operations that are performing poorly and create a prioritized list of improvements.
5. Develop awareness and skill in utilizing all federal, state, and local public programs to assist in energy upgrades for the energy using units of the coalition.

During the two-year grant period, the energy manager must strive to meet the goals listed below.

1. Conduct regular meetings with local government officials on energy-efficiency upgrade opportunities, hold energy conservation training for all personnel, and identify possible alternative energy upgrades for future implementation.
2. Establish an outreach program for providing energy-efficiency information and identifying opportunities in the community for energy efficiency improvements.
3. Develop a plan for systemic, prioritized energy-efficiency upgrades for all energy-using facilities and equipment, including opportunities for fuel switching and load shifting/leveling.

Source of Funding:

The State Energy Office (SEO) a division of the Kansas Corporation Commission (KCC) has established the energy manager grant program, using \$2,556,100 of the Energy Efficiency and Conservation Block Grant (EECBG) funds authorized by the American Recovery and Reinvestment Act of 2009 (ARRA).

Reporting:

These grants are subject to the Federal Funding Accountability and Transparency Act of 2006, as well as ARRA reporting requirements. The lead applicant will receive all funds and provide all reports directly to the SEO. Reporting requirements include monthly payment requests with supporting documentation, as well as other data necessary to assess the success of the program.

Energy Efficiency Building Codes:

All applicants must commit to work towards the voluntary adoption of energy efficiency building codes in their local jurisdictions. The KCC formed the Energy Efficiency Building Codes Working Group to develop a plan to ensure compliance with this ARRA requirement by 2017. The SEO will assist grantees in meeting this requirement.

Ability to Sustain Position:

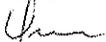
Preference will be given to applicants that provide a plan to fund the position beyond the two-year grant period. Coalitions are encouraged to consider and evaluate dollar savings from cost-effective energy efficiency and conservation measures as a source of financing the Energy Manager position, including utilization of existing programs (e.g., FCIP and Efficiency Kansas Loan Program).

Applying for Grant:

1. Coalitions must submit a completed application package, which includes:
 - a. Energy Manager Grant Application
 - b. Letters of support from each coalition member that clearly indicate their intention to participate in this coalition.
2. Applications must be received by May 15, 2010, and will be reviewed on a first-come, first-served basis until funds are exhausted.

Changes: The SEO may make changes as it evaluates the response to the program. These grant funds are a result of the ARRA and are subject to the availability and requirements in place at the time of award.

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Dennis Veatch 
Date: March 10, 2010
Subject: 10-02 Rezoning for Santa Fe
Plaza 500 Blk to 800 Blk Of E.
Wyatt Earp
Agenda Item: Ordinances and Resolutions

Recommendation: It is recommended that Ordinance No. 3486 be approved.

Background: Brian Marshall has submitted a request to rezone a tract of land located in the 500, 600, 700 & 800 Block of E. Wyatt Earp Blvd. north of the B.N. & S.F Railroad tracks from I-2, Heavy Industrial to C-2, Commercial Highway. The Dodge City Zoning Board held a public hearing on February 23, 2010 to review this case. The Zoning Board approved this request unanimously. This hearing was duly advertised in the Dodge City Daily Globe. There were no property owners in attendance and no protest has been filed.

Justification: Brian Marshall proposes to develop this property into a retail shopping strip mall. This property will be platted and the development will conform to the Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: To promote and develop new growth.

Legal Considerations: None

Attachments: Ordinance No. 3486, Development Services Report and map showing proposed rezoning.

ORDINANCE NO. 3486

AN ORDINANCE REZONING A TRACT OF LAND GENERALLY LOCATED IN THE 500 TO 800 BLOCK OF EAST WYATT EARP BLVD NORTH OF THE B.N. & S.F. RAILROAD FROM I-2, HEAVY INDUSTRIAL TO C-2, COMMERCIAL HIGHWAY.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CIY, KANSAS:

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned from I-2, Heavy Industrial to C-2, Commercial Highway:

A tract of land generally located in the 500 to 800 Block of East Wyatt Earp Blvd. north of the B.N. & S.F. Railroad and also known as the proposed Santa Fe Plaza Addition in Dodge City, Ford County, Kansas. A legal description is on file with the City of Dodge City Development Service Department.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIFTH DAY OF APRIL, 2010.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

**CITY OF DODGE CITY
DEVELOPMENT SERVICES REPORT
ZONING BOARD CASE NO. 2010-02**

APPLICANT: Alliance Center, LLC

REQUEST: Zoning Map amendment, from I-2, Heavy Industrial to C-2, Highway Commercial Density.

SURROUNDING LAND USES (ZONING):

North- C-2, Highway Commercial
South- I-2, Heavy Industrial
East- I-2, Heavy Industrial
West- C-2, Highway Commercial

BACKGROUND

This property is presently zoned Heavy Industrial. The applicant wishes to develop this property for a retail shopping strip mall.

The Comprehensive Plan indicates that this site is located within a High Accessibility Corridor. Land in the High Accessibility Corridor should be used for activities generating employment, high volumes of visitor traffic, and/or frequent truck trips. Such uses would include retailing (especially those offering items that attract high volumes of vehicular traffic).

Use of vacant land, cleared land or existing structures and property improvements should be compatible with existing sound, viable uses on adjoining property and in the immediate area.

Property in the High Accessibility Corridor should exhibit a high quality of site design and continuous property maintenance consistent with the character of the land use category.

Within the High Accessibility Corridors, application of the Principals and Standards- Non Residential apply, but with the bar set a bit higher than for other locations.

The density of new residential development should be in the same range as the average density of surrounding existing areas. Significant increases in density to a higher range should be considered only if adequate access is provided, existing streets are capable of safely accommodating the traffic added by the higher density, the bulk and orientation of the new structures will not adversely affect the use of nearby property, and adequate utilities are available to the site.

Maintenance of and improvements to the public infrastructure should be made to help sustain the quality of private residential uses.

ANALYSIS

This site will be compatible with the recommendations set forth in the Dodge City Comprehensive Plan. The C-2, Highway Commercial Density District would be compatible with other uses in the area.

RECOMMEDATION

Development Services staff recommends that the Zoning Board **approve** this application.

City of Dodge City

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Dennis Veatch 
Date: March 9, 2010
Subject: Amend Ord. No. 3469
for typographic errors
Agenda Item: Ordinances & Resolutions

Recommendation: It is recommended that this Ordinance be approved to amend Ordinance No. 3469 to correct typographical errors within the legal description.

Background: This Ordinance will correct two errors in the legal description. The original description called out going to the West line of Road 109 on two courses. It has been corrected to go to the East line of Road 109. This error was discovered by the Ford County Appraisal Office. The legal description was corrected by City Staff.

Justification: Because the legal description is part of the ordinance, an ordinance is required to correct the errors.

Financial Considerations: The City currently does not charge any fees for correction to ordinances. Full costs associated with staff review, copying and ordinance publication costs come from the operating budget of the Development Services Department.

Purpose/Mission: Correcting the legal description will preserve the integrity of Ordinance No. 3469 and will prevent any future uncertainty pertaining to legal descriptions and the location of the annexed area.

Legal Consideration: None

Attachments: None

Ordinance No. 3487

AN ORDINANCE AMENDING ORDINANCE NO. 3469 TO CORRECT
TYPOGRAPHICAL ERRORS CONTAINED WITHIN THE LEGAL DESCRIPTION

WHEREAS, on April 20, 2009 the Governing Body of the City of Dodge City adopted Ordinance No. 3469 approving and authorizing the annexation of an area known as the Dodge City Business Park;

WHEREAS, the City Development Services Department has confirmed that there were typographical errors contained within the legal description;

WHEREAS, it is necessary for the Governing Body to amend Ordinance No. 3469 to correct the typographical errors;

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY,
KS.

SECTION 1: That the foregoing recitals are incorporated in and made part of this Ordinance by reference.

SECTION 2: That Ordinance No. 3469 shall be amended to incorporate the accurate legal description as follows:

A tract of land in the South Half of Section 3, Township 27 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, described as follows: Beginning at the Northeast Corner of the South Half of said Section 3; thence S. 00°29'21" E. 2,287.76 feet along the East line of the South Half of said Section 3 to the North right-of-way line of Highway US 56; thence along said highway right-of-way line the following nine courses: Course 1: S. 89°30'39" W. 30.00 feet, Course 2: S. 10°16'39" W. 176.00 feet, Course 3: N. 88°39'21" W. 275.00 feet, Course 4: S. 88°56'39" W. 600.50 feet, Course 5: N. 88°31'03" W. 1722.38 feet, Course 6: N. 80°57'54" W. 481.52 feet, Course 7: S. 85°53'06" W. 807.10 feet, Course 8: on a curve to the left, with a radius of 23,018.31 feet, an arc distances of 1,305.68 feet, chord being S. 87°53'06" W. 1,305.50 feet, Course 9: N. 17°13'31" W. 151.60 feet to East right-of-way line of 109th Road; thence N. 00°02'43" W. 1,705.86 feet along the East right-of-way of 109th Road to the Southeasterly right-of-way line of McArtor Road; thence N. 62°04'56" E. 1,264.27 feet along the Southeasterly right-of-way of McArtor Road to the North line of the South Half of said Section 3; thence N. 89°59'46" E. 1,508.26 feet to the Center Corner of said Section 3; thence N. 89°48'22" E. 2,645.04 feet to the point of beginning, containing 285.29 acres.

SECTION 3: That all previous ordinances defining the boundaries of the City, shall be and the same are hereby amended to include the area as herein described; and all ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of any inconsistency.

SECTION 4: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A. 12-522.

SECTION 5: This ordinance shall take effect, from and following its publication in the official City paper, as provided for by law.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, IN
REGULAR SESSION AND APPROVED BY THE MAYOR THIS FIFTH DAY OF
APRIL, 2010.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: March 11, 2010

Subject: Resolution No. 2010-07

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2010-07

Background: Lee Cole submitted a petition for water line improvements including a fire hydrant in his subdivision that he is beginning to develop. The fire hydrant and line serve Lots 1-8 in the Brown Cole Addition. The property owners wish to have the City make these improvements and pay them back through special assessments over a 10 year period. The petition is signed by 100% of the property owners, so no public hearing will be required. As per City Policy, the City would participate 50% in the water line improvements.

Justification: The Resolutions outline: the nature of the improvements; the cost of the improvements; the proposed improvement district; the method of assessment, which will be per lot; and the apportionment of cost between the improvement district and the city, which will be 50% property owner and 50% City at large. The resolutions are necessary for initial approval of the projects so that City can initially fund this improvement. The resolution also outlines that the costs of the project will be repaid through special assessments.

Financial Considerations: The estimated cost of the water line improvements is \$13,700 in which the City will participate 50%. The cost of this project will be financed through the water fund and paid back by the property owner through special assessments over 10 years.

Purpose/Mission: Promote housing development and infrastructure improvement

Legal Considerations: None

Attachments: Resolutions No 2010-07 and petition.

RESOLUTION NO. 2010-07

A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Water Improvements in Brown Cole Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at Large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 8th day of March, 2010, proposing the following improvements: Fire Hydrant and Water line improvement to serve Lots 1, 2, 3, 4, 5, 6, 7 and 8 Brown Cole Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements Fire Hydrant and Water line improvement to serve Lots 1, 2, 3, 4, 5, 6, 7 and 8 Brown Cole Addition to the City of Dodge City, Kansas;

(b) The estimated or probable cost of such improvements is: \$13,700

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6, 7 and 8 Brown Cole Addition to the City of Dodge City, Kansas

(d) The method of assessment is: Equally per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 50% to be assessed against the improvement district, 50% City at Large

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on April 5, 2010.

Mayor

ATTEST:

City Clerk

PETITION

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

WE, the undersigned, being the owners of more than one-half of the real property liable for assessments for the following proposed improvements hereby petition and propose that said improvements be made in the manner as provided in K.S.A. 12-6a01 et seq. and all amendments thereto:

- a. The general nature of the improvement is: *Five Hydrant*
- b. The estimated probable cost of such improvements is:
13,700⁰⁰
- c. The extent of the proposed improvement district to be assessed is:
Lots 1-8 Brown Cole Addition
- d. The proposed method of assessment is: *50% owner / 50% City*
Per lot
- e. The proposed apportionment of cost between the improvement district and the city at large is:
6,850⁰⁰ owner / 6,850⁰⁰ City
- f. We further proposed that such improvements be made without notice of hearing as required by K.S.A. 12-6a04 as amended.

NOTICE: The names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the Petition or later than seven (7) days after such filing, whichever occurs first.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>RESIDENCE</u>	<u>PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT</u>
<i>Lee Cole</i>	<i>2-17-2010</i>		
<i>Lillian Brown</i>	<i>2-17-2010</i>		<i>100%</i>

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: March 12, 2010

Subject: Resolution Nos. 2010-08, 2010-09 and 2010-10

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution Nos. 2010-08, 2010-09 and 2010-10.

Background: Jim Bailes, owner of Blocks 1 – 32, Block 1, Milstock Addition submitted 3 petitions for infrastructure improvements in Milstock Addition. Jim Bailes along with his architects and engineering has been working on developing lots in Milstock Addition and building single family homes. This piece of property has been approved to be in the RHID and he will use the increment property tax to pay back financing for the infrastructure financing. In order to accomplish this project, street, sewer and water infrastructure improvements need to be constructed. Jim Bailes has submitted 3 petitions; one for water line extensions to serve Lots 1 – 32, Block 1, Milstock in the amount of \$126,777.75; and one for street improvements in the amount of \$338,709.25 to serve the same improvement district and one for sewer improvements in the amount of \$189,989.36. They are asking that the costs of these improvements be special assessed to the property. As per City Policy, the City would participate 50% in the water line improvements.

Justification: The Resolutions outline: the nature of the improvements; the cost of the improvements; the proposed improvement district; the method of assessment, which will be per lot; and the apportionment of cost between the improvement district and the city, which will be 100% improvement district for the street improvements and 50%-50% for the water line improvements. The resolutions are necessary for initial approval of the projects so that General Obligation Bonds can be issued by the City to make these improvements. The resolutions also outline that these bonds will be repaid through special assessments.

Financial Considerations: The estimated cost of the water line improvements is \$126,777.75 in which the City will participate 50%. The estimated cost of the street improvements is \$338,709.25 and the estimated cost of the sewer is \$189,989.36. The

cost of these projects will be financed through General Obligation Bonds and paid back by the property owner through special assessments over 10 years.

Purpose/Mission: Promote housing development and infrastructure improvement

Legal Considerations: Because the property owner who signed the petitions is 100% property owner, no public hearing will be necessary

Attachments: Resolution Nos. 2010-08, 2010-09 and 2010-10

RESOLUTION NO. 2010-08

A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Sewer Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at Large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 5th day of March, 2010, proposing the following improvements: Construction of sanitary sewer and connections to serve Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: Construction of sanitary sewer and connections to serve Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$189,989.36

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(d) The method of assessment is: Equally per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 100% to be assessed against the improvement district.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on April 5, 2010.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2010-09

A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Street Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at Large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 5th day of March, 2010, proposing the following improvements: Excavation, drainage and construction of Mustang Street to serve Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: Excavation, drainage and construction of Mustang Street to serve Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$338,709.25

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(d) The method of assessment is: Equally per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 100% to be assessed against the improvement district.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on April 5, 2010.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2010-10

A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Water Improvements in Milstock Addition) in the City of Dodge City, Kansas, and Setting Forth the General Nature of the Improvement, the Extent of the Improvement District to be Assessed for the Cost Thereof, the Method of Assessment, and the Proposed Apportionment of the Cost Between the Improvement District and the City at large; and Authorizing and Providing for the Making of the Improvement in Accordance with the Findings of the Governing Body.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 5th day of March, 2010, proposing the following improvements: Construction of water and service lines to serve Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: Construction of water and service lines to serve Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$126,777.75

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 1, 2, 3, 4, 5, 6,7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, and 32, Block 1, Milstock Addition to the City of Dodge City, Kansas

(d) The method of assessment is: Equally per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 50% to be assessed against the improvement district, 50% to the City at large

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on April 5, 2010.

Mayor

ATTEST:

City Clerk

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

Date: March 10, 2010

To: Ken Strobel
City Manager

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

RE: Consulting Engineering Services

Several Commission Meetings ago, the Commission tabled a recommendation by staff to hire BHC-Rhodes to provide design services for Comanche Street from 14th Avenue to US-50. They requested additional information regarding cost associated with design services and inspection services. In addition, they have also questioned why consultants are used and how we choose the consultants that are utilized for design and inspection services.

The City Engineering Department presently includes me as Director, City Engineer Ray Slattery, three Engineering Technicians, a Utilities Specialist, and the Engineering Secretary. This staff level has been established as appropriate for the normal workload expected to operate and maintain City infrastructure. Engineering Services are responsible for planning, designing, administering, inspecting and overseeing the construction of bridges, streets, traffic signals, sewers, water mains, and drainage projects. Staff members are tasked with preplanning, project management, design review, design of small maintenance projects, maintaining and updating maps, utility coordination and right-of-way coordination for projects. We also provide support for other departments for emergency situations, developmental issues, monitor traffic, and respond to the public on engineering related questions.

The staff structure within the Engineering Department is consistent with other governmental units large and small. Our role as staff in City government should be to provide the daily functions that can only be performed in-house and administer the needs of our citizens efficiently and effectively. The role of City staff in capital projects is to manage the project so that a high quality project is delivered cost effectively and meets the needs of the Governing Body and the taxpayers. The professional marketplace allows the City to benefit by utilizing specific expertise, skills, and workforce that we need and cannot cost effectively maintain. The use of consultants allows the City to benefit from the broad range of experience they gain working for multiple communities and from innovative ideas they bring to the project. The City cannot



employ the full range of skills needed to complete the large design and inspection projects and therefore benefit by paying for those skills only when needed.

The Engineering Department strives to do as much of the work in house as we can. However, some of the larger projects such as the design of the new Wastewater Reclamation Facility, Water Wells, Airport Projects, and KDOT Projects require a lot of time and manpower and must meet strict design standards. We believe that design professionals are better equipped to do these projects and meet the timelines. When the City decides to utilize consultants, we normally use the following methods:

1. The City has formed some long-lasting relations with several consultants to handle certain projects for us and they have some familiarity with the facilities that may require modifications. Examples are the water well projects, Wastewater Treatment Plant, the Water Reclamation Plant, St Mary's Complex, and the Airport.
2. Qualification Based Selection (QBS) for consulting services. This method allows the City to choose a consultant based on competence rather than price.

Both the Federal Government and KDOT require the use of QBS for the selection of design and construction engineering. It is permissible to request billing rates for consultants. I have attached a publication from APWA on QBS.

City staff tries to perform all of our own inspect services. However, on most Federal and State projects, certified inspectors are required. Most of the projects require the inspector to be physically present on the project at all times. In addition, these projects can require 3-5 inspectors to be on the project depending on the work being done. Based on KDOT requirements, it would appear that it would take 2-3 years to complete the certification necessary for City to staff a KDOT project as required by KDOT. In addition to the training, we would also need several laptop computers to fulfill reporting requirements, additional testing equipment, and lab equipment would also need to be purchased. Typically, the City receives funding from KDOT every 7-10 years.

I believe that the City does a good job of managing our workload and utilizing consulting engineers will always be a tool that we must use in order to complete large projects. After a long absence, the City has finally attracted two engineering firms who have established offices in Dodge City in anticipation of satisfying the needs of the area for professional engineering and surveying. Listed below is a description of projects that have been completed by consultants.

2008 Projects

- Sewer Master Plan \$130,290

PEC was hired to study the existing collection system and treatment faculty, determine its adequacy to handle current and future needs, provide a Capital Improvement Plan for improvements and develop a dynamic model of the system. The study is ongoing.

- Inspection Services for Wyatt Earp Boulevard \$492,000

CFS was hired to provide inspection services for this project. As KDOT and Federal Funds were utilized on this project, KDOT certified inspectors are required to be present during all phases of construction; CFS also tests all materials and construction activities. They also verify proper use of materials used on the project and document final quantities of all pay items. Typically, KDOT requires 2-5 inspectors on the project depending on the type of work being done.

- Storm Sewer Master Plan \$14,179

Wilson and Company was hired to review our Storm Sewer System and provide the following:

1. Establish criteria for managing the city's storm water runoff.
2. Preliminary Review of FEMA, FIRM (Flood Plain Maps), and Master Plan Needs.

This project was put on hold pending the certification of the City's Levy System

- Levy Certifications Phase I \$47,139

Wilson and Company was hired to provide a discovery phase to determine what information was available and what information would be needed or would need to be created to start on the Levy Certifications.

2009 Projects

- Levy Certification Phase II \$401,579

Wilson and Company was hired to provide final Levee Assessment. This work included any additional data collection and analysis identified in Phase I. In addition, they would provide all additional analysis necessary to meet the requirement of FEMA 44 CFR 65-10.

- Hydrological Study \$29,000

Phase I identified the need for additional channel hydrology. This work could only be done by The United State Army Corps of Engineers. The CORPS would only perform this work if reimbursed.

- 14th Avenue Bridge Project \$33,000

BG Consultants were retained to perform design services necessary to replace the expansion joints and to fix other structural projects.

- Waste Water Reclamation Facility \$3,245,000
 PEC was retained to design a new waste water reclamation facility, transmission lines, pump station, force main, and reuse system

- Bike/Pedestrian Path \$44,262
 The Parks Department retained BHC Rhodes to design a Bike/Pedestrian path along US 50 from 6th Avenue to 14th Avenue, then down 14th Avenue to the Park. The project must meet KDOT design standards. Staff will provide the necessary inspection for this project.

- Fairway Drive Traffic Impact Study \$9,673
 SMH was retained to perform the necessary traffic impact study required by KDOT to investigate the possibility of obtaining an opening on US-50 to allow Fairway Drive to connect to the highway. KDOT requires very detailed analysis that is done by a Professional Traffic Operations Engineer (PTOE).

- Brier Street Road, Water and Sewer Design \$52,600
 BHC Rhodes was hired to design the entire infrastructure for this development. Normally, the owner or developer would hire the engineer to perform these services.

- Gunsmoke LLC \$69,625
 SMH was hired to plat the property and design the infrastructure. Again, normally the owner or developer would hire the engineer to perform these services. Because the City recently adopted policies to help the developer with development costs, the City chose to hire a consultant to provide this service.

Many of these projects require many different engineering disciplines (Civil, Traffic, Hydraulic, Mechanical, Electrical, etc.) to complete the project and have a quick turn around time necessary to meet deadline imposed by the funding agency or developer. Included below is a list of projects included in the 2010 budget that would require engineering design

- Airport Apron Expansion
- Relocation of Airport Beacon
- Resurface Civic Center Parking Lot Phase II
- Trail Street Reconstruction (Design approved in 2009 but not funded)
- Comanche Street Reconstruction (Design approved in 2009 but not funded)
- Chip Sealing Project
- Asphalt & Concrete Reconstruction Program
- Sidewalk Construction Program
- US-50 Water Main Extension
- Water Reclamation Waterline Extension

- Levy Projects (projects identified under current study required to meet certification)
- Milk Processing Plant Lift Station and Force main
- South Dodge Lift Station Upgrade
- Right-of-way acquisition for sewer lines for new reclamation plant

In addition to these projects, new opportunities and emergencies will present themselves and will require staff to provide engineering guidance to insure their completion. Given our day-to-day workload and the current ongoing projects, the City will continue to use consultants to supplement current staff as needed.

Should you have any questions, or need further information, please let me know.



Washington Office
1401 K St., NW, 11th Floor
Washington, DC 20005
202-408-9541/Fax 202-408-9542

Advocacy Position Statement

Qualifications Based Selection of Professional Services Consultants

Statement of Purpose

The American Public Works Association (APWA) seeks to inform elected officials, regulators, policy-makers and decision-makers and the public at-large of its stated position on Qualifications Based Selection (QBS) of professional services consultants.

Statement of Position

APWA believes that the public interest is best served when governmental agencies select architects, engineers, and related professional services and technical consultants for projects and studies through Qualifications Based Selection (QBS) procedures as opposed to price. Basing selections on qualifications and competence, rather than price, fosters greater creativity and flexibility, and minimizes the potential for disputes and litigation. APWA has developed and published a document which better defines our position entitled, "Selection and Use of Engineers, Architects and Professional Consultants – Guidelines for Public Agencies," also known as the Red Book. Reference this publication for further information on this topic.

Background and Rationale

Since enactment of the Public Law 92-582 (the Brooks A/E Act, a summary of which can be found in Appendix C of the Red Book) in 1972, construction industry associations indicate virtually all states currently use QBS procedures. They involve public announcement of technical contract opportunities, use of a formal selection and ranking process designed to identify the most qualified firm, and contract negotiation (including fees) with that firm. Over time, inattention to the QBS concept has led to a shift to cost-based selection by certain states and localities. However, some agencies that have abandoned QBS are returning to it after experiencing problems with projects designed by firms that were selected primarily on price.

Vital differences exist between cost-based and qualifications-based acquisitions by public agencies. Cost-based acquisitions for materials, supplies, equipment, certain services (such as custodial) and construction are adaptable to a system that can reasonably provide an exact description of the service and expected outcomes, which permits vendors to offer firm prices with confidence. Cost-based acquisitions are best suited where the

service can be definitively described and the outcome can be described in terms that are not open to wide interpretation.

In contrast, creative services, such as consultant technical services, seldom lend themselves to advance precise definition. Instead, reliance must be placed on the experience, expertise, creativity and overall intellectual capacity of the people involved who will ultimately determine the success of the project design or technical study. A detailed interview is the only effective way to evaluate technical consultant's qualification related to the work at hand. After selection, the consultant's scope of services, contract and compensation can be tailored specifically to the agency's requirements. When consultant selection is based solely or primarily on price, appropriate comparison of qualifications with the scope of work needed and the fee paid rarely occurs.

Further, design fees are generally a very small part of overall project costs, regardless of the method of consultant selection. Construction and life-cycle operation, maintenance, and liability exposure-costs are far larger. While some fee savings may be identifiable in cost-based selection processes, it is not possible to predict potential adverse construction or long-term cost impacts that might result from poor quality architectural, engineering or other professional services. Only through the QBS process can agencies be confident of consistently achieving the best value for studies, planning, design, construction, operation and maintenance of publicly funded projects.

Public agencies commonly seek to obtain the best value from public infrastructure investments, especially where true value results from creative endeavor. Bidding or other cost-based selection is unlikely to produce the best creative outcomes. When bidding, any prudent consultant must often include significant contingencies because of uncertainties about the true extent of effort required, and misjudgment frequently leads to reduction in the quality or scope of the design effort. Negotiating a detailed scope of work with the highest ranked firm under QBS provides a basis for realistic fees and promotes full cooperation of the selected consultant in fulfilling the contract.

APWA has long supported quality in all public agency activities, focusing on economy, safety, efficiency, sound construction, serviceability, maintenance, and operations. QBS can reach satisfactory goals in all those areas, but price-based selection for consultant services cannot. The goal of highest quality results and lowest fees are in conflict, and history provides little basis to believe that bidding can or will actually produce lower fees than will QBS.

Mechanics of QBS Selection

QBS means that the qualifications of architect/engineer consultants are the primary determining factors in consultant selection. Agencies are normally required to give notice to potential consultants and other professional service providers regarding the available work and invite interested firms to respond. The responses are screened to determine the firms most qualified to meet the agency's needs. The screening results in a

short-list, because it is seldom practical or productive to interview all who respond. This best-qualified group is invited to appear for interview.

Interviewers may include technically qualified persons, citizens, or elected officials having a special interest on behalf of the public agency-owner. The direct presentations, questions/answers, and supporting materials of each firm become the basis for ranking the firms in order of relative qualification to successfully accomplish the desired task.

The top-rated firm is then invited for contract negotiations. Price is not ignored, but a fair and reasonable price is mutually agreed upon once details on the kinds and extent of work required of the consultant have been established through the negotiations. If agreement cannot be reached with the top firm, negotiations are terminated with that firm and the negotiations are commenced with the firm judged next-best qualified. Finally, a contract which includes a detailed scope of services, expected outcomes, price, schedule and other details is approved by the elected body authorized to execute contracts.

Sponsor

Engineering and Technology Committee

SUMMARY OF CONSULTANT USAGE

Year	Consultant	Description	Cost
2008	PEC	Sewer Master Piant	130,290
2008	CFS	Inspection Services for Wyatt Earp Blvd.	492,000
2008	Wilson & Company	Storm Sewer Master Plan	14,179
2008	Wilson & Company	Levy Certification Phase I	47,139
	Subtotal 2008		683,608
2009	Wilson & Company	Levy Certificaion Phase II	401,579
2009	USACE	Hydrological Study of Arkansas River	29,000
2009	BG Consultants	14th Avenue Bridge Rehab Design	33,000
2009	PEC	Waste Water Reclamation Facility	3,245,000
2009	BHC Rhodes	Bike/Pedestrian Path	44,262
2009	SMH	Fairway Drive Traffic Impact Study	9,677
2009	BHC Rhodes	Brier Street Development	52,600
2009	SMH	Gunsmoke LLC Development	69,625
	Subtotal 2009		3,884,743

Memorandum

To: Ken Strobel, City Manager
From: Joseph E. Finley, P.E.
Director of Engineering Services
Date: November 11, 2009
Subject: New Business

Recommendation: Allow staff to negotiate agreement with BHCRhodes for design service for the reconstruction of Comanche Street from 14th Avenue to US 50.

Background: Staff has been including the reconstruction of this portion of Comanche Street in our 5-year plan that we submit to KDOT for several years now. We did not believe that we would be successful in receiving funds anytime soon. With the opening of the Casino and the completion of the Events Center, staff had included in this year's budget to hire a firm to do the necessary design work. However, several weeks ago staff was notified by KDOT that this project could be funded in the 2012. As this project will be funded with both KDOT and Federal Funds, there are guidelines as to how consultants must be obtained to perform the necessary design work. They require that Request for Proposals (RFP) be sent to 5-8 consulting firms. Once the RFP are reviewed then a short list is developed and 3-5 consultants are interviewed. RFP were sent to eleven firms and eight expressed interest by returning RFP. Two firms chose to partner with other firms. Because all firms submitted very good RFP, staff chose to interview all firms. Ray Slattery, Paul Lewis and I were to interview the consultants. However, Paul was unable to participate in the interviews.

Justification: Comanche Street is beginning to show severe wearing problems. In addition this street will be the gateway to and from the Casino/Events Center and must be capable of handling the additional traffic while also serving as a show case to this area as well as Dodge City. Several developers have also expressed an interest in this area. Reconstructing and expansion of this roadway will enhance this area and make it possible to provide adequate access to this area.

Financial Considerations: None at this time. .

Purpose/Mission: Reconstruction of this corridor will enhance the area for commercial development and provide for safe access to and from the Casino/Events Center.

Legal Considerations: None at this time.

Attachments: Firms and rankings

Comanche Street
Consultant Rankings

BHCRhodes	1
CFS	2
MKEC	3
HWS/SMH	4
Wilson&Company/Kirkham Michaels	5
BG Consultants	6
BWR	7
PEC	8
Transystems	No RFP

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

ARTICLE 10.0 - 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 11.0 - 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*
Kevin L. Honomichl, P.E.

Title: President

Date: _____

Date: 12/16/09

ATTEST:

ATTEST:

City Clerk

Kathleen A. Wilson
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: Joe Finley 
Director of Engineering Services
Date: March 31, 2010
Subject: Authority to Award Contract
Commitment of City Funds
Agenda: New Business

Recommendation: Approve Supplement Agreement with KDOT for reimbursement on Phase II of the Wyatt Earp Project.

Background: During the design of Phase II of Wyatt Earp, the City applied for Federal Appropriations for this project and a street scaping project in the downtown area. Prior to any design work beginning on the street scaping project, I received a phone call from KDOT Local Projects asking if the street scaping plans would be completed at the end of 2006. It did not appear that the plans could be completed and go through the required review process in time to utilize the allocated funds. KDOT requested the City reallocate these funds to the Wyatt Earp project. The reallocate was done and the commission signed the original agreement October 25, 2006. Unfortunately, the department that was handling the landscaping portion was not notified and they did not release the funds to local projects for use on Wyatt Earp. Nannette and I have been working with KDOT to get these funds released to the Wyatt Earp project, and this agreement will correct the problem and make these funds available.

Justification: Without the City entering into this agreement, the City will be short \$689,040 for this project.

Financial Considerations: This agreement requires the City to pay 100% of the engineering design fees, and for any construction costs above \$4,381,453. The original construction cost is \$6,671,434.05.

Purpose/Mission: By approving this agreement, the City will receive additional funds to pay for this project and not be required to raise local taxes to pay for this project.

Legal Considerations: This agreement obligates the City to pay for all costs associated with this project that are above \$4,381,453.

Attachments: Supplemental Agreement

PROJECT NO. 29 U-2116-01
HPD-U211(601)
TCSP-U211(601)
GRADING AND SURFACING
CITY OF DODGE CITY, KANSAS

S U P P L E M E N T A L A G R E E M E N T N o . 1

This Agreement made and entered into effective the date signed by the Secretary or designee, by and between the city of Dodge City, Kansas, hereinafter referred to as the "City," and the Secretary of Transportation of the state of Kansas, hereinafter referred to as the "Secretary." Collectively referred to as the "Parties."

R E C I T A L S :

WHEREAS, the Parties entered into an Agreement dated October 25, 2006, hereinafter referred to as the "Original Agreement" for the grading and surfacing of Wyatt Earp Boulevard from 14th Avenue to the west City limits, and

WHEREAS, the Secretary desires to supplement the Original Agreement to reflect a reduction in Transportation and Community and System Preservation funds.

NOW, THEREFORE, in consideration of this premise, the Parties hereto agree as follows:

1. On page 2 of the Original Agreement, Article 1, paragraph 4 be replaced in its entirety to read as follows:

4. The Project shall use federal funds consisting of Transportation and Community and System Preservation (TCSP) and High Priority Demonstration (HPD) funds as allocated by the Secretary to the Project.

- HPD Funds

At the passage of the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU), the Project HPD apportioned funds were identified *as a maximum* of \$3,505,163.00. The City was advised by the Secretary in a letter dated November 1, 2005, that said \$3,505,163.00 is subject to being modified and reduced by federal action. The Secretary shall not be responsible for *any difference* between the original apportionment of \$3,505,163.00 and federal reduction in HPD funds for the Project. The City shall be solely responsible for *any such difference* in HPD funds for the Project. Also, the federal legislation for the HPD required that the HPD funds shall be available to the City over a five (5) year period during the federal fiscal years 2005-2009 and will be pro-rated at twenty percent (20%) annually subject to federal reduction.

The Secretary agrees to be responsible for the City on said pro-rated basis up to eighty percent (80%) of the total actual costs of rights of way, construction (which includes the costs of all construction contingency items) and construction engineering *up to* a Project construction cost of \$4,381,453.00. In no event shall the Secretary's responsibility exceed *a maximum* of

\$3,505,163.00 from HPD funds. The Secretary's maximum responsibility is subject to federal reduction in HPD funds. The Secretary shall not be responsible for the total actual costs that exceed \$4,381,453.00 and federal reduction in the HPD funds for the Project.

- TCSP Funds

The Secretary agrees to be responsible for the City *up to* eighty percent (80%) of the total actual cost of rights of way, construction (which includes the costs of all construction contingency items), and construction engineering *up to* a Project cost of \$689,040.00. In no event shall the Secretary's responsibility to exceed *a maximum* of \$861,300.00 from TCSP funds. The Secretary's maximum responsibility is subject to any federal reduction in the TCSP funds. The Secretary shall not be responsible for the total actual costs of rights of way, construction (which includes the costs of all construction contingency items), and construction engineering that exceed \$861,300.00 and any federal reduction in the TCSP funds for the Project.

- Remaining Rights of Way, Construction, and Construction Engineering Cost

The Secretary shall not be responsible for the *total* actual costs that exceed \$4,194,203.00 for rights of way, construction and construction engineering and any federal reduction in the TCSP and HPD funds for the Project.

- Preliminary Engineering and Utility Adjustment Cost

The Secretary shall not be responsible for the preliminary engineering and utility adjustment for the Project.

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

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

ATTEST:

THE CITY OF DODGE CITY, KANSAS

CITY CLERK (Date)

MAYOR

(SEAL)

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

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

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Mike Klein

Date: March 31, 2010

Subject: Bids, Utility Water Supplies

Agenda Item: New Business

Recommendation:

Eight bids were received and opened on March 23, 2010 for Utility Water Supplies. The bid package consists of meters, brass items, couplings, meter jars and lids, repair clamps, gate valves, fire hydrants, mechanical joint and shut off boxes. Supplies will be utilized to maintain and upgrade the City's water system.

As you will notice from the bid tabulation, the major expense of \$ 195,790.25 is for meters. (800 5/8 inch, 20 one inch and 5 two inch) The meters are radio read which will be replacing the old manual read meters. To date we have installed 5,573 radio read meters, 2,968 meters to be changed over to radio read with a total of 8,541 water accounts.

Bid tabulation is attached for your review. Based on the bids received, staff would recommend the following:

Water Products, McPherson, KS
Meter jars and lids \$ 6,091.50

Wichita Win Water, Wichita, KS
Brass Items \$ 9,610.11

DC & B Supply, Pratt, KS
Repair clamps \$ 2,170.02

HD Supply Waterworks, Wichita, KS
Couplings \$ 4,661.50
MJ Fittings \$ 984.00

Gate Valves	\$ 12,217.00
Fire Hydrants	\$ 18,420.00
Total	\$ 36,282.50

Municipal Supply, Hastings, NE	
Water Meters	\$ 195,790.25
Shut Off Boxes	\$ 1,430.00
Total	\$ 197,220.25

Grand Total \$ 251,374.38

Background:

Annually the Water Department restocks the general supplies to make repairs and upgrade the water distribution system.

Justification:

Maintaining the water system to provide excellent customer service and fire protection for the citizens of Dodge City.

Financial Considerations:

2010 Budget Fund and Amount:	Water Department, General Supplies	\$ 300,000.00
	Expenditure	\$ 251,374.38
	Line Item Balance	\$ 48,625.62

The remaining balance will be utilized through out the year to replace supplies as needed.

Purpose/Mission:

Working towards excellence, together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: N. A.

Attachments: Bid Tabulation

UTILITY (WATER) SUPPLIES BID

	Water Meters	Brass	Couplings	Meter Jar & Lid	MJ Fittings	Gate Valve	Full Circle Repair Clamp	Fire Hydrant	Other Items
D C & B Supply*	No Bid	No Bid	\$5,104.94	No Bid	\$1,178.72	No Bid	\$2,170.02	\$16,500*	No Bid
Wichita Winwater*	No Bid	\$9,610.11	\$8,241.00	\$6,429.90	No Bid	\$9,357*	\$3,438.00	\$18,975.00	No Bid
Hojoca Corporation	No Bid	No Bid	No Bid	\$17,682.48	\$1,216.40	\$14,119.47	No Bid	\$21,171.60	\$1,682.00
Salina Supply	No Bid	\$12,788.49	\$7,857.00	No Bid	No Bid	\$14,017.06	\$3,266.08	\$21,018.00	\$1,670.00
Municipal Supply	\$195,790.25	\$10,177.18	\$5,429.76	No Bid	\$1,187.60	\$13,936.98	\$2,760.00	\$21,489.30	\$1,430.00
HD Supply Waterworks	No Bid	\$10,005.50	\$4,661.50	No Bid	\$984.00	\$12,217.00	\$3,788.00	\$18,420.00	\$2,200.00
D-C Wholesale	No Bid	No Bid	No Bid	\$6,632.76	No Bid	No Bid	No Bid	No Bid	No Bid
Water Products Inc	No Bid	\$10,101.80	\$4,720.60	\$6,091.50	\$1,179.20	\$14,316.27	\$2,970.40	\$19,979.10	\$1,650.00

D C & B Supply bid fire hydrants not acceptable in Dodge City

Wichita Winwater bid valve not acceptable in Dodge City

TOTAL COST OF BIDS: \$251,374.38