

**COMMISSION Study Session**  
**June 5, 2006 - 6:00 p.m.**  
**City Hall**

Tour of Fire Station #1

# **COMMISSION AGENDA**

**June 5, 2006 - 7:00 p.m.**

**Commission Chambers**

**MEETING NO. 4652**

## **CALL TO ORDER**

## **ROLL CALL**

INVOCATION by Rev. Dennis Zimmerman of St. Cornelius Episcopal Church

Presentation of Colors by VFW Post

PLEDGE OF ALLEGIANCE

## **PETITIONS & PROCLAMATIONS**

National Safety Month

Drover's of Dodge City as Official Greeters to our community

VISITORS (Limit of 5 minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting, unless an emergency situation does exist)

City of Character trait for June - Endurance

## **CONSENT CALENDAR**

1. Approval of Minutes of Regular Meeting of May 15, 2006
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
  - A. High Plains Pizza, Inc., 1513 W. Wyatt Earp
  - B. High Plains Pizza, Inc., 110 Frontview  
(pending inspections and approval of City Fire, Inspection & Police Dept.)
4. Approval of Change Order #1 for 2005 Curb & Gutter/Inlet Repair Project.

## **ORDINANCES & RESOLUTIONS**

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Appointments to vacancies of Boards & Commissions. Report by Administrative Assistant to the City Manager, Jane Longmeyer.

2. Bid approval for 20 cubic yard rear load sanitation truck. Report by Director of Administration, Mike Klein.
3. Bid approval of animal control van. Report by Director of Administration, Mike Klein.
4. City/County/State Agreement from North 14<sup>th</sup> Street Project. Report by Public Works Director, Joe Finley.

#### OTHER BUSINESS

Commissioners  
City Manager

#### ADJOURNMENT

## PROCLAMATION

**WHEREAS:** A productive, competitively skilled and healthy workforce is necessary for the well-being of our society; and

**WHEREAS:** The 10th anniversary theme of the National Safety Council is, '**Making our world a safer place**'; and

**WHEREAS:** The National Safety Council's mission is to prevent accidental injury and death by educating and influencing people to adopt and maintain safe and healthy practices and behaviors in all aspects of their lives; and

**WHEREAS:** The City of Dodge City acknowledges that employees are the most valuable resource; and

**WHEREAS:** The City of Dodge City has an established Safety Committee of dedicated employees that assembles monthly to review safety procedures, training and policies which creates a safer working environment for all city employees.

**NOW, THEREFORE,** by virtue of the authority vested in me as Mayor of the City of Dodge City, I do hereby proclaim the month of June, 2006 as

### NATIONAL SAFETY MONTH

in Dodge City and urge all residents to be aware that safety is a priority not only in the workplace but also at home.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 5<sup>th</sup> day of June, 2006.

---

Jim Sherer, Mayor

SEAL

---

Nannette Pogue, City Clerk

# PROCLAMATION

**Whereas**, American Heritage Dictionary defines a **DROVER**: as a person that drives cattle over long distances, on horseback, traveling substantial distances. ‘A cattle herder; a **DROVER**; specifically, one of an adventurous class of herders and drovers on the plains of the Western United States;’ and

**Whereas**, ‘The qualities of a **DROVER** were good horsemanship, a skillful use of the lariat’, and ‘anyone with guts and a horse;’ and

**Whereas**, This history of Dodge City and Ford County are rich in the images of cowboys, buffaloes, gambling, Indians, longhorn cattle, lawmen, desperadoes, horses, guns, trains, and **DROVERS**.; and

**Whereas**, ‘The life of the **DROVER** who accompanied the herds was by no means an easy one. They endured constant exposure and privations. Those **DROVERS** were real pioneers of the prairie’; and

**Whereas**, The Dodge City Convention and Visitors Bureau, along with its volunteer Citizens Advisory Board, composed of community members, in 2005 created a number of partnership sub-committees and affiliates to assist with implementing the CVB’s mission of promoting Dodge City and the area’s resources and assets to meeting planners, group tour operators, travel writers, and prospective tourists to bring convention and travel business to Dodge City; and

**Whereas**, **THE DROVERS OF DODGE CITY** has been established as a partnership affiliate of the Dodge City Convention and Visitors Bureau whose purpose is:

- To promote Dodge City, its culture and history, economic and social well-being, and diversity in a positive and constructive manner to Dodge City’s citizens and to those outside the city, tourist and visitor alike.
- To act as a hospitality and welcoming partner to City officials, organizations, business & other entities, as requested and deemed advantageous to the community.
- To promote the quality of life and beneficial advantages to living in Southwest Kansas, and specifically Dodge City.
- To enhance and exploit the rich culture and western heritage of Dodge City.

**Now, Therefore**, I, V. James Sherer, Mayor of the City of Dodge City, do hereby proclaim

## THE DROVERS OF DODGE CITY

as the official Hospitality and Welcoming Partner for the City of Dodge City. To be carried out through supporting the mission of the Dodge City Convention and Visitors Bureau; promoting Dodge City and the area’s resources and assets to visitors, guests, and the community alike.

---

V. James Sherer, Mayor

SEAL

---

Nannette Pogue, City Clerk

**MINUTES**  
**May 15, 2006 - 7:00 p.m.**  
**MEETING NO. 4651**

MAYOR Jim Sherer called the regular meeting to order at 7:00 p.m.

RESPONDING TO ROLL CALL were Mayor Sherer, Commissioners Terry Lee, Kent Smoll, Rick Sowers, and Jim Lembright.

The PLEDGE OF ALLEGIANCE was recited.

**PETITIONS & PROCLAMATIONS**

Mayor Jim Sherer read a proclamation naming May 21-27, 2006 National Public Works Week in Dodge City.

VISITORS (Limit of 5 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)

Mary Tuytschaevers of Dodge City Public Library spoke.

The CONSENT CALENDAR was approved on a motion by Commissioner Smoll, seconded by Commissioner Lee, by unanimous vote.

1. Approval of Minutes of Regular Meeting of May 1, 2006
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
  - A. Southwest Sports Assn. @ Legends Park, 2601 N. Central
  - B. Tianguis Grocery Store, 512 S. Second Avenue  
(pending inspections and approval of City Fire, Inspection & Police Dept.)
4. Renewal of Lease Contract at Hennessey Hall with Southwest Kansas Area Agency on Aging.

**ORDINANCES & RESOLUTIONS**

Resolution 2006-09: A Resolution repealing Resolution 2005-05 and all other resolutions in conflict and establishing new rules, and regulations for Maple Grove Cemetery was discussed. Commissioner Sowers moved to adopt the Resolution. Motion was seconded by Commissioner Lembright.

Sandi Bisch spoke against the Resolution.

Dennis Ernst spoke on the topic.

Commissioner Sowers withdrew his motion, Commissioner Lembright withdrew his second. Commissioner Lee moved to table the Resolution. Commissioner Smoll seconded the motion which passed unanimously.

Commissioner Lee moved to table Resolution 2006-09. Commissioner Smoll seconded the motion which passed unanimously. Time will be given for public input and the Resolution will be brought back to the Commission at a future meeting.

#### UNFINISHED BUSINESS

#### NEW BUSINESS

#### OTHER BUSINESS

City Manager, Jeff Pederson reported:

1. The kickoff for the Wyatt Earp Reconstruction Project was held last Friday and was well attended.
2. The State of the City is scheduled for May 23 at Cowtown beginning at 11:30 a.m.
3. The Cowtown Showdown at DCRP is this weekend.
4. The F.O.P. is holding a memorial service at the Police Station on May 16 at 11:00
5. Reminder of the Commission Orientation beginning at 5:00 at the Airport on May 16.
6. Expressed his best wishes to Mary Tuytschavers who has taken another job in another community.

Commissioner Lee had a question about a water bill.

Commissioner Smoll wants some feedback on noise complaints and to remind citizens there is an Ordinance in place.

Commissioner Sowers commended City staff on the great job on the Wyatt Earp Kick Off.

Commissioner Lembright expressed concern on noise at the horse track and would like to see cooperation with the County to control this issue.

Commissioner Lembright moved to adjourn to Executive Session at 7:45 for 1 hour to discuss non-elected personnel matters. Commissioner Smoll seconded the motion which passed unanimously. Meeting reconvened at 8:45.

On a motion by Commissioner Lembright, seconded by Commissioner Smoll, the meeting adjourned by unanimous vote.

---

Mayor

Attest:

---

Nannette Pogue, City Clerk

004-4001204001-01  
New Name - High Plains Pizza, Inc.

(This form prepared by the Attorney General's office)

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June, 2000  
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 High Plains Pizza, Inc.  
corporation whose principal place of business is 7 West Parkway Blvd. Liberal, 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 High Plains Pizza, Inc.  
corporation with principal place of business at P.O. Box 2438 Liberal, KS 67905  
The resident agent is \_\_\_\_\_  
with offices at \_\_\_\_\_

4. The name and address of the owner or owners of the premises upon which the place of business is located is \_\_\_\_\_  
High Plains Pizza, Inc.  
P.O. Box 2438 Liberal, KS 67905

Said corporation was incorporated on 9-01-1966  
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County.  
Yes (X), No ( )

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.

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

6. The place of business will be conducted by the following manager or agent:  
Name Greg Chaffin  
Address \_\_\_\_\_  
Residence 2005 Hart Ave. Dodge City  
Length of residence within this city or county in which the application is being made 10 years  
Method of obtaining U.S. citizenship together with date of naturalization if such is the method Birth  
Date and place of birth 11-7-75 Liberal, KS

3. The premises for which the license is desired are located at  
110 Frontview  
Dodge City, KS 67801  
(a) The legal description of the premises is 150 Front in B1K by Prairieview Sub-Div.  
(b) The street number is 110 Frontview  
(c) The building is described as Block, Brick & Frame  
(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:  
High Plains Pizza, Inc.  
dba: Pizza Hut #104

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter.  
7. This application is for a license to retail cereal malt beverages for consumption on the premises.  For a license to retail cereal malt beverages in original and unopened containers and not be consumption on the premises. ( )

A license fee of \$ 225.00 is enclosed herewith.

(This form prepared by the Attorney General's office)

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, June, 2006

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 High Plains Pizza, Inc.  
corporation whose principal place of business is 7 West Parkway Blvd.

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 High Plains Pizza, Inc.  
corporation with principal place of business at P.O. Box  
2438 Liberal, KS 67905  
The resident agent is \_\_\_\_\_  
with offices at \_\_\_\_\_

4. The name and address of the owner or owners of the premises upon which the place of business is located is  
High Plains Pizza, Inc.  
P.O. Box 2438 Liberal, KS 67905

Said corporation was incorporated on 2-01-66  
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County.  
Yes , No ( )

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

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.

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.

See Attached

6. The place of business will be conducted by the following manager or agent:  
Name Greg Chaffin

3. The premises for which the license is desired are located at  
1513 W. Wyatt Emp  
Dodge City, KS 67801

Address \_\_\_\_\_  
Residence 2005 Hart Ave. Dodge City  
Length of residence within this city or county in which the application is being made 10 years  
Method of obtaining U.S. citizenship together with date of naturalization if such is the method Birth  
Date and place of birth 11-7-75 Liberal, KS

(a) The legal description of the premises is East  
150 of 5 1/2 of SE 1/4 Section 27  
(b) The street number is 1513 W. Wyatt Emp  
(c) The building is described as Brick & Frame

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.

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:  
High Plains Pizza, Inc.  
d/b/a: Pizza Hut #103

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

A license fee of \$ 225.00 is enclosed herewith.

## *Memorandum*

May 18, 2006

TO: Jeff Pederson, City Manager

FROM: Ray Slattery, City Engineer

RE: 2005 Curb & Gutter/Inlet Repair Project ST 0507  
**Change Order #1, Increase of \$7,069.68**

Attached for your review and consideration is a change order for the above referenced project. Following is an explanation of this change order:

### **800 – 1000 Block of Avenue C**

**Unclassified Excavation** – The increase of 10 SY represents actual field measurements. This increase was due to the replacement of the driveway was larger than planned. The driveway was constructed to meet current city standards.

**Place 6” Reinforced Concrete** – The increase of 10 SY represents actual field measurements. This increase was due to the replacement of the driveway was larger than planned. The driveway was constructed to meet current city standards.

**Rem./Repl. Curb & Gutter** – The additional 86 L.F. of Curb and Gutter was added because staff felt that there were sections of curb and gutter, some sections adjacent to the curb and gutter that was being repaired, that needed to be replaced. A 45’ section of Curb & Gutter at the City’s Animal Shelter drive was replaced, this added to the quantity.

### **3<sup>rd</sup> Ave. & Spruce St.**

**Unclassified Excavation** – The increase of 5 SY represents actual field measurements. This increase was due to the replacement of the sidewalk was larger than planned. The sidewalk was removed and replace to a joint line which made for a better end product.

**Place 4” Concrete Sidewalk w/ADA Ramp** – The increase of 5 SY represents actual field measurements. This increase was due to the replacement of the sidewalk was larger than planned. The sidewalk was removed and replace to a joint line which made for a better end product.

### **3<sup>rd</sup> Ave. & Ash St.**

**Unclassified Excavation** – The increase of 10 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.

---

**Remove Existing Curb** – The increase of 1 L.F. represents actual field measurements. The additional lineal foot of curb was probably due to a difference in rounding between design and construction.

**Place Reverse Curb** – The increase of 1 L.F. represents actual field measurements. The additional lineal foot of curb was probably due to a difference in rounding between design and construction.

**Place 7” Type C-2: Plain PCC** – The increase of 10 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.

**6” Crushed Concrete Sub-Grade w/Geo-Grid** – The increase of 3 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.

### **Reset Bricks**

**Reset Bricks** – The addition of this item was necessary because approximately 309 lineal feet curb and gutter that was replaced had settled so much that with removing and resetting the two rows of street brick per city standard, still had the street driving surface below the elevation of the gutter. Staff felt that the sunken areas had to be repaired so that runoff flowed into the gutter and not pond at the edge of the street and curb and gutter. On the average just under an additional 3’ of street brick were removed and reset, resulting in 55 SY of brick street being repaired.

I realize that this project had a Not to Exceed amount of \$55,000.00. However, due to the resetting of the brick to eliminate the elevation difference between the street and curb & gutter the project resulted in an over-run of that amount.

Staff felt it was unsatisfactory to have runoff stay in the street instead of in the curb & gutter as designed. By adjusting (Resetting) the bricks the runoff is now directed to the curb & gutter.

Should you have any questions please let me know.

RS/jlg

---

# CITY OF DODGE CITY

## Change Order

CONTRACT FOR: 2005 Curb & Gutter/Inlet Repair Project

PROJECT NUMBER: ST 0507

CONTRACTOR: Brak-Hard Concrete Const. Co., LLC

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR <span style="color: red;">UNDERRUN</span>	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
<b>800 - 1000 Block of Avenue C</b>							
Unclassified Excavation	S.Y.	14	24	10	\$ 8.65		\$ 86.50
Place 6" Reinforced Concrete	S.Y.	14	24	10	\$ 50.21		\$ 502.10
Rem./Repl. Curb & Gutter	L.F.	562	648	86	\$ 18.14		\$ 1,560.04
<b>3rd Ave. &amp; Spruce St.</b>							
Unclassified Excavation	S.Y.	27	32	5	\$ 8.85		\$ 44.25
Place 4" Conc. Sidewalk w/ADA Ramp	S.Y.	23	28	5	\$ 44.10		\$ 220.50
<b>3rd Ave. &amp; Ash St.</b>							
Unclassified Excavation	S.Y.	132	142	10	\$ 8.84		\$ 88.40
Remove Existing Curb	L.F.	88	89	1	\$ 2.46		\$ 2.46
Place Reverse Curb	L.F.	88	89	1	\$ 21.26		\$ 21.26
Place 7" Type C-2: Plain PCC	S.Y.	119	129	10	\$ 60.24		\$ 602.40
6" Crushed Conc. Sub-Grade w/Geo-Grid	S.Y.	139	142	3	\$ 18.69		\$ 56.07
<b>Reset Bricks</b>	S.Y.	0	55	55		\$ 74.50	\$ 4,097.50
						<b>NET INCREASE</b>	<b>\$ 7,281.48</b>

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

\_\_\_\_\_  
Joseph E. Finley, P.E.  
Director of Public Works

Contractor: Brak-Hard Concrete Const. Co., LLC

\_\_\_\_\_  
Nannette Pogue, City Clerk

\_\_\_\_\_  
Mayor or City Manager

By: \_\_\_\_\_

## **Reset Bricks**

**Reset Bricks** – The addition of this item was necessary because approximately 309 lineal feet curb and gutter that was replaced had settled so much that with removing and resetting the two rows of street brick per city standard, still had the street driving surface below the elevation of the gutter. Staff felt that the sunken areas had to be repaired so that runoff flowed into the gutter and not pond at the edge of the street and curb and gutter. On the average just under an additional 3' of street brick were removed and reset, resulting in 55 SY of brick street being repaired.

2005 Curb & Gutter/Inlet Repair Project  
ST 0507

ITEM:	DESCRIPTION:
<b>800 – 1000 Block of Avenue C</b>	<b>Unclassified Excavation</b> – The increase of 10 SY represents actual field measurements. This increase was due to the replacement of the driveway was larger than planned. The driveway was constructed to meet current city standards.
<b>Place 6” Reinforced Concrete</b>	<b>Place 6” Reinforced Concrete</b> – The increase of 10 SY represents actual field measurements. This increase was due to the replacement of the driveway was larger than planned. The driveway was constructed to meet current city standards.
<b>Rem./Repl. Curb &amp; Gutter</b>	<b>Rem./Repl. Curb &amp; Gutter</b> – The additional 86 L.F. of Curb and Gutter was added because staff felt that there were sections of curb and gutter, some sections adjacent to the curb and gutter that was being repaired, that needed to be replaced. A 45’ section of Curb & Gutter at the City’s Animal Shelter drive was replaced, this added to the quantity.
<b>3<sup>rd</sup> Ave. &amp; Spruce St.</b>	<b>Unclassified Excavation</b> – The increase of 5 SY represents actual field measurements. This increase was due to the replacement of the sidewalk was larger than planned. The sidewalk was removed and replace to a joint line which made for a better end product.
<b>Place 4” Concrete Sidewalk w/ADA Ramp</b>	<b>Place 4” Concrete Sidewalk w/ADA Ramp</b> – The increase of 5 SY represents actual field measurements. This increase was due to the replacement of the sidewalk was larger than planned. The sidewalk was removed and replace to a joint line which made for a better end product.
<b>3<sup>rd</sup> Ave. &amp; Ash St.</b>	<b>Unclassified Excavation</b> – The increase of 10 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.
<b>Remove Existing Curb</b>	<b>Remove Existing Curb</b> – The increase of 1 L.F. represents actual field measurements. The additional lineal foot of curb was probably due to a difference in rounding between design and construction.
<b>Place Reverse Curb</b>	<b>Place Reverse Curb</b> – The increase of 1 L.F. represents actual field measurements. The additional lineal foot of curb was probably due to a difference in rounding between design and construction.
<b>Place 7” Type C-2: Plain PCC</b>	<b>Place 7” Type C-2: Plain PCC</b> – The increase of 10 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.
<b>6” Crushed Concrete Sub-Grade w/Geo-Grid</b>	<b>6” Crushed Concrete Sub-Grade w/Geo-Grid</b> – The increase of 3 SY represents actual field measurements. This increase was due to replacing a little more street pavement than originally planned because of cracks and spalling in the existing pavement.

# Memorandum

---

**To:** City Commission  
**CC:** City Manager Jeff Pederson  
**From:** Jane Longmeyer, Administrative Assistant  
**Date:** 6/1/2006  
**Re:** Appointment to Boards and Commissions

---

Attached is a letter from the Dodge City Public Library stating that two board members have resigned and making recommendations to fill those vacancies. Dennis Scheck had previously submitted an application earlier this year but at the time, there were more applications than there were vacancies. The Library Board recruited John Smithhisler whose application is attached.

The Shade Tree Commission met May 25<sup>th</sup> and recommended the appointment of Beth Torrey to fill an existing vacancy.

We are pleased to submit these volunteers for your approval.

CONFIDENTIAL

# Memorandum

---

**To:** City Commission

**CC:** City Manager Jeff Pederson

**From:** Jane Longmeyer, Administrative Assistant

**Date:** 6/1/2006

**Re:** Appointment Santa Fe Trails Solid Waste Committee and Ford County Solid Waste Committee

---

By state statute, the county is required to have a solid waste committee for the purpose of reviewing the solid waste plan annually and also a five-year update. The City of Dodge City has five appointees to the committees including a City Commission representation. Ford County is also part of a regional solid waste committee.

The remaining city representatives are the city manager, director of public works, recycling coordinator, and sanitation supervisor.

The Santa Fe Trails Solid Waste Committee meets annually and the Ford County Solid Waste Committee meets annually or as needed.

We are requesting a city commissioner be appointed to fill this vacancy. If you need further information, please do not hesitate to contact us.

CONFIDENTIAL

## Memorandum

*To: Jeff Pederson, City Manager  
City Commission*  
*From: Mike Klein, Director of Administration*  
*Date: Wednesday, May 31, 2006*  
*Subject: Bids-20 cu. yd. rear load sanitation truck  
2006 Budget Fund & Amount  
MERF \$120,000*

Bids were received and opened on May 16, 2006 at 2:00 p.m. for one, 2007, 20 cubic yard, rear load sanitation collection truck. The new unit will be replacing a 1995 International with a Leach rear load dump body with 12643 hours and 107,081 miles. This unit will be utilized as a trade in. The bids received are as follows:

### **Dodge City International, Dodge City, KS**

2007 International	\$59,501.00
Packer Body & Hydraulics – Leach, model 2 R 3	\$65,404.00
Trade In	<u>\$15,500.00</u>
<b>TOTAL BID</b>	<b>\$109,405.00</b>

### **Key Equipment, Kansas City, KS**

2007 Sterling	\$59,056.00
Packer Body & Hydraulics – Leach, model 2 R 3	\$65,404.00
Trade In	<u>\$14,500.00</u>
<b>TOTAL BID</b>	<b>\$109,960.00</b>

The City also received bids from Downing Sales and Service, Inc. of Phillipsburg, MO for Nuway, Loadmaster and Pac-mor packers which do not meet the City's specifications. As per the attached memo from Corey Keller with the Sanitation Division, the City has received excellent performance and service from the Leach packers.

Based on the bids received, staff is recommending the purchase of a 2007, 20 cubic yard rear load sanitation truck from **Dodge City International** of Dodge City, KS for a total bid of **\$109,405**. This is \$10,595 under budget.

If you have any questions or need additional information, please contact my office.

cc: Joe Finley  
Ken Myers  
Corey Keller

# City of Dodge City

**Public Works**  
P.O. Box 880, 806 S 2<sup>nd</sup>  
Dodge City, KS 67801  
Phone: 620-225-8170  
Fax : 620-225-8144  
Tty: 620-225-8115  
www.dodgecity.org

## Memorandum

**To:** Mike Klien  
**CC:** Joe Finley  
**From:** Corey Keller  
**Date:** 5/25/06  
**Re:** Recommendation for Rearload trash truck

---

It is the recommendation of the Sanitation Dept. that the City Of Dodge City purchase the International 7400 chassis with Leach 2R3 body for the purchase price of \$109,405.00.

As we said before, we cannot justify what kind of chassis is the better of the two. Although the City of Dodge City has been buying leach packer bodies since 1974. Within this time, we have also had other types of packer bodies that have not proven to be a quality packer.

We currently have a New Way packer body that was bought in 1999; it has had the floor in the hopper replaced several times, also the packing plate had to be replaced once. In addition, this packer has the cylinders that run the packer plate on the outside where the rider steps are, which is narrow and this makes the workers very uncomfortable and feeling unsafe when riding from kart to kart. These hydraulic cylinders get hot and give the rider limited space when riding on the step also unsafe.

The Loadmaster Excel is similar in design to the New Way as far as the way the packer plate is designed. We have had problems with this design on the New Way it also runs on sliders and not rollers like the Leach . The problem with this design is that, trash, wood, and mattresses and other objects get wedged between the packer and tailgate wall. These items are very difficult to remove, in some cases we have had to cut the metal around this area and reweld it in.

May 26, 2006

The Pak- Mor body does not meet our spec as a round body packer. This is a square body packer which is not as efficient as a round body. The square body packer does not compact the trash as well, do to the voids that are created within the square shape. The round body packers design does not create voids there for we are able to haul more trash with this design. Also, a lot of the hydraulic cylinders do not meet spec. The hopper does not meet spec as well, it is smaller in design.

In conclusion, Leach packer bodies have proven to be a quality packer to the City of Dodge City. We currently have 4 Leach packers and one New Way. We have had minimal problems with the Leach and have had them last 20 years before getting rid of them and in good working condition. Leach has very good customer service when we have had problems this really helps with down time. In addition, many of the cylinders are interchangeable unlike the other bodies, they do not make their cylinders interchangeable or they change them from year to year. This is a problem when trying to find parts do to the manufacture is also unsure of what parts are on that model.

Thank you  
Corey Keller

# Memorandum

*To: Jeff Pederson, City Manager  
City Commission*  
*From: Mike Klein, Director of Administration*  
*Date: Thursday, June 01, 2006*  
*Subject: Animal Control Van w/Transport Cages  
2006 Budget Funds and Amounts  
MERF \$40,000.00*

Four Bids were received and opened on May 23, 2006 at 2:00 p.m. for a 2006 ¾ Ton Heavy Duty Cargo Van with Animal Transport Cages. The following are the bids received:

**Magouirk Chevrolet, Dodge City, KS**

2007 ¾ Ton Heavy Duty Cargo Van with Animal Transport Cages \$30,055.00

**G & G , Dodge City, KS**

2007 ¾ Ton Heavy Duty Cargo Van with Animal Transport Cages \$30,398.00  
(With addition of Trailer Brake Control, 6-way adapter for Trailer Plug,  
Front floor mats and full tank of fuel)

**Advantage Chevrolet, Hodgkins, IL**

2006 ¾ Ton Heavy Duty Cargo Van with Animal Transport Cages \$31,295.06

**Skaggs Motors, Dodge City, KS**

2006 ¾ Ton Heavy Duty Cargo Van Only *(Without Animal Transport Cages)* \$18,162.00

Based on the bids received, Staff would recommend the purchase of the 2007 ¾ Ton Animal Control Van with Animal Transport Cages from Magouirk Chevrolet, Dodge City, Kansas, in the amount of \$30,055.00. This is **\$ 9,945.00 under the MERF Budget** for this item.

If you have any questions or need additional information, please contact my office.

## *Memorandum*

May 31, 2006

TO: Jeff Pederson, City Manager

FROM: Joseph Finley, Director of Public Works

RE: 14<sup>th</sup> Ave. Reconstruction – Ross to Iron Rd. (ST 0504)

Attached for your review and commission approval is an agreement and resolution between the City, Ford County, and the State of Kansas for the reconstruction of 14<sup>th</sup> Avenue between Ross Blvd. and Garnett Rd. The City is participating in the cost of construction of the section from Ross Blvd. to Iron Rd.

This agreement outlines the responsibilities of each party. The City and County are responsible to pay for 20% of the cost. The City is responsible for approximately 50% of the 20%. The cost to the City is approximately \$205,000. We bonded for this project as a part of the 2006 budget and funds are available.

Staff would recommend approval of the resolution and agreement as submitted.

JF/jlg

---

## KANSAS DEPARTMENT OF TRANSPORTATION

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

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

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

### NOTIFICATION

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

### CLARIFICATION

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

#### Nondiscrimination Clauses

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

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

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

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

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

PROJECT NO. 29 C-3697-01  
STP-C369(701)

STREET RECONSTRUCTION

FORD COUNTY, KANSAS

CITY OF DODGE CITY, KANSAS

**A G R E E M E N T**

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation**, hereinafter referred to as the "Secretary"  
Kansas Department of Transportation (KDOT)

**Ford County, Kansas**, hereinafter referred to as the "County"

**The City of Dodge City, Kansas**, hereinafter referred to as the "City"

**PURPOSE:** The Secretary has authorized a Non-National Highway System county road/city street/bridge project, hereinafter referred to as the "Project." The County has requested the Project. The Secretary, the County, and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of county roads and city streets utilizing federal funds. The County agrees to sponsor the Project, and the City agrees to the portion of the Project being constructed in the City. The Secretary, the County, and the City desire to construct a Major Collector/Non-National Highway System Project on 14<sup>th</sup> Avenue in both the City and County.

**PROJECT:** The Secretary, the County, and the City desire to enter into this Agreement for the construction of the Project, which is described as follows:

On North 14<sup>th</sup> Avenue, from Ross Road to Garnett Road. The portion from Ross Road, north one-quarter mile, is within the City limits.

**EFFECTIVE**

**DATE:** The parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ARTICLE I**

**THE SECRETARY AGREES:**

1. To provide technical information upon request to help the County to acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Council of the Kansas Department of Transportation.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the County. The Secretary further agrees, as agent for the County and the City, to administer the construction of the Project in accordance with the final design plans, as required by the Federal Highway Administration, to negotiate with and report to the Federal Highway Administration and administer the payments due the contractor, including the portion of the cost borne by the County.

3. That the contractor shall be required to indemnify and save the Secretary, the County, and the City harmless from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary, the County, and the City defend a third party's claim, the contractor shall indemnify the Secretary, the County, and the City for damages paid to the third party and all related expenses that the Secretary, the County, and the City incur in defending the claim.

4. To be responsible for eighty percent (80%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the Project. The Secretary shall not be responsible for the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

5. That after receipt of the Federal Highway Administration acknowledgement of final voucher claim, the Secretary's Chief of Fiscal Services will in a timely manner, prepare a complete and final billing of all Project costs for which the County is responsible and shall then transmit the complete and final billing to the County. The County further agrees that if payment is due that they shall make such payment to the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

## ARTICLE II

### THE COUNTY AND THE CITY AGREE:

1. That the Project shall be undertaken, prosecuted and completed for and on behalf of the County and City by the Secretary acting in all things as their agent, and the County and City hereby constitutes and appoints the Secretary as their agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County and City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County or City acting in their own individual corporate capacity instead of by their agent.

2. That a portion of the Project shall be constructed in the City by the Secretary as their agent. Further, the City shall, by resolution, authorize the Secretary to undertake and complete the Project within the corporate limits of the City.

**ARTICLE III****THE COUNTY AGREES:**

1. That the Secretary is authorized by the County to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.
2. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street Projects, Volume I, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, and the current version of the Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.
3. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for such projects. Upon completion thereof, such design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for such projects shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the plans with the items in paragraph 2 above. Contracts between the County and any consultant retained by them to perform any of the services described or referenced in this paragraph for a project covered by this Agreement shall contain language requiring conformity with paragraph 2 above.
4. That the County and any consultant retained by the County shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. The Secretary or his or her representatives' review of these items is not intended to and shall not be construed to be an undertaking of the County and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Any review of these items that may be performed by the Secretary or his or her representatives' is not intended to and shall not be construed to be an undertaking of the County's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the County, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the County.

5. That a duly appointed representative of the County is authorized to sign for the County any or all routine reports as may be required or requested by the Secretary in the completion of any project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by a licensed geologist responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions.
6. That it will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements and access rights shown on the final design plans in accordance with the schedule established by the Kansas Department of Transportation. The County agrees that the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and Administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The County shall certify to the Secretary, on forms provided by the Bureau of Local Projects, that such rights of way, easements and access rights have been acquired. The County further agrees that it will have recorded in the Office of the Register of Deeds all rights of way, Deeds, Dedications, Permanent Easements and Temporary Easements.
7. To contact the Secretary if there will be any displaced person on the Project prior to making the offer for the property. The parties mutually agree that the Secretary will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*
8. To acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation and as required by Federal Highway Administration Directives to insure participation of federal funds in the cost of the Project. The County agrees that copies of all documents including recommendations and coordination for appeals, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.
9. To provide all legal descriptions required for right of way acquisition work.
10. That any disposal of or change in the use of right of way or in the access after Project construction will require prior written approval by the Secretary.
11. That it will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing structures, pole lines, pipe lines, meters, manholes and

other utilities, publicly or privately owned, which may be necessary to construction of the Project in accordance with the final design plans. New or existing utilities that have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP) as amended or supplemented. The expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private right of way or easement shall be borne by the County except as provided by state laws.

12. That it will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The County further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The County further agrees to certify to the Secretary on forms supplied by the Secretary that all utilities that are required to be moved prior to construction have either been moved or a date provided by the County as to when, prior to construction, they will be moved. The County will initiate and proceed to complete adjusting the remaining utilities that are not required to be moved during construction in order that the contractor shall not be delayed in construction of the Project. The County will be responsible to the Secretary for costs, damages or expenses the Secretary and construction contractor incur because the utilities have not been moved or adjusted timely or accurately.

13. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

14. To certify to the Secretary that all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations that may be required as a result of street or highway improvements.

15. To provide the construction inspection in accordance with the rules and guidelines developed for the KDOT construction engineering program and in accordance with the current edition of the Standard Specifications for State Road and Bridge Construction with Special Provisions and any necessary Project Special Provisions.

16. That it will deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The County will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of County Funds received by the County from the Secretary. The date indicated for the County to deposit its estimated share of the total Project expenses is fifty (50) days after the letting date.

17. To be responsible for twenty percent (20%) of the total actual costs of construction (which includes the costs of all construction contingency items) and construction engineering for the

Project. Further, the County agrees to be responsible for one hundred percent (100%) of the total actual costs of preliminary engineering, rights of way, and utility adjustments for the Project.

18. That it will adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed that all such encroachments be removed before the Project is advertised for letting (provided, however, that if the Secretary is satisfied, with respect to any encroachment, that the physical removal thereof has been fully provided for between the County and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The County further agrees that it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and it will require that any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state laws.

19. That when the Project is completed and final acceptance is issued that the County will, at its own cost and expense, maintain the Project and will make ample provision each year for such maintenance. Upon notification by the State Transportation Engineer of any unsatisfactory maintenance condition, the County will begin the necessary repairs within thirty (30) days and will prosecute the work continuously until it is satisfactorily completed.

20. To control parking of vehicles on the County Road or city street throughout the length of the Project covered by this Agreement. On-street parking will be permitted until such time as parking interferes with the orderly flow of traffic along the street.

21. That the arterial characteristics inherent in the Project require uniformity in information and regulations to the end that traffic may safely and expeditiously be served and shall adopt and enforce such rules and regulations governing traffic movements as may be deemed necessary or desirable by the Secretary and the Federal Highway Administration.

22. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the County and City other than those shown on the final design plans, unless prior approval is obtained from the Secretary and the Federal Highway Administration.

23. Upon request by the Secretary, to provide the Secretary an accounting of all actual non-participating costs which are paid directly by the County to any party outside of the KDOT and all costs incurred by the County not to be reimbursed by the KDOT for preliminary engineering, rights of way, utility adjustments, construction, and construction engineering work phases, or any other major expense associated with the Project. This will enable the Secretary to report all costs of the Project to the legislature.

24. That if they cancel the Project, they will reimburse the Secretary for any costs that are incurred by the Secretary prior to the cancellation of the Project. The County agrees to reimburse the Secretary within thirty (30) days after receipt by the County of the Secretary's statement of the cost that were incurred by the Secretary prior to the cancellation of the Project.

25. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

#### ARTICLE IV

#### THE COUNTY AND THE CITY AGREE WITHIN THEIR RESPECTIVE JURISDICTIONS:

1. To locate and shall be responsible for all costs necessary to remedy or clean up any hazardous waste site, including, but not limited to, leaking underground storage tanks that are discovered on rights of way, easements and access rights acquired by the County and the City. The County and the City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the County and the City.

That for any hazardous waste site, including but not limited to, leaking underground storage tanks, the County and the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

It is specifically agreed between the parties executing this Agreement that any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.

The County and the City by signing this Agreement with the Secretary have not repudiated, abandoned, surrendered, waived or forfeited their right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights of way, easements, and access rights acquired by the County and the City. The County and the City reserve the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the County and the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or

which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

2. That the Secretary shall have the right to utilize any land owned or controlled by the County, as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines that the County will incur an unnecessary hardship. The County shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the County acknowledges that the execution and transferring of the deeds and easements by the County to the Secretary is an obligation of the County for this Agreement and construction of the Project.

3. That the Secretary shall have the right to utilize any land owned or controlled by the City, lying inside or outside the limits of the City as shown on the final design plans, for the purpose of constructing the highway Project. Neither the Secretary nor the Federal Highway Administration shall participate in the cost of these rights of way or easements, unless the Secretary determines that the City will incur an unnecessary hardship. The City shall execute the appropriate deeds and easements transferring its property rights to the Secretary. Further, the City acknowledges that the execution and transferring of the deeds and easements by the City to the Secretary is an obligation of the City for this Agreement and construction of the Project.

## ARTICLE V

### THE SECRETARY, THE COUNTY, AND THE CITY MUTUALLY AGREE:

1. That plans for handling traffic during construction must be included in the plans provided by the County and must be in conformity with the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the County's agent with full authority to determine the dates when any road closings shall commence and terminate. The Secretary or his or her authorized representative shall notify the County of the determinations made pursuant to this section.

2. That the final design plans for the Project are by reference made a part of this

Agreement.

3. That if any items are found to be non-participating by the Secretary, acting in his or her own behalf and on the behalf of the Federal Highway Administration, the total cost of these items will be paid for by the County.

4. That the location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. That the Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. That this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, and the City and their successors in office.

7. That no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

*(The signature page immediately follows this paragraph.)*

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

ATTEST: BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
COUNTY CLERK

\_\_\_\_\_  
CHAIRMAN

(SEAL)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER

ATTEST: THE CITY OF DODGE CITY, KANSAS

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION  
Debra L. Miller, Secretary of Transportation

By: \_\_\_\_\_

Jerome T. Younger, P.E.  
Assistant Secretary and  
State Transportation Engineer

