

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, May 18, 2009

7:00 p.m.

MEETING #4760

CALL TO ORDER

ROLL CALL

INVOCATION: Pastor Joel Tuche, Iglesia Nueva Esperanza

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Public Works Week

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

City Character Trait: Honor vs. Disrespect

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, May 4, 2009
2. Approval of Joint City/County Commission Meeting minutes, May 6, 2009
3. Appropriation Ordinance No. 10, May 18, 2009
4. Cereal Malt Beverage License:
 - a. Tianguis, 512 S Second Ave., Dodge City

ORDINANCES & RESOLUTIONS

Ordinance No. 3472: An Ordinance Rezoning Lots 1 thru 12, Block 1, Gilleland's Addition, Dodge City, Ford County, Kansas, from Co, Commercial Office to R-3, Residential High Density.

Ordinance No, 3473: An Ordinance Granted to Southwestern Bell Telephone, L.P., A Telecommunications Local Exchange Service Provider Providing Local Exchange Service Within the City of Dodge City, Kansas.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Facility Pouring Rights. Presented by Paul Lewis, Director of Parks and Recreation.

Approval of St. Mary's Soccer Complex Playground Proposals. Presented by Paul Lewis, Director of Parks and Recreation.

Approval of Bike Path Consultants. Presented by Paul Lewis, Director of Parks and Recreation.

Approval of Civil Engineering Contract for Events Center Parking Lot. Presented by Ken Strobel, City Manager.

OTHER BUSINESS

ADJOURNMENT

PROCLAMATION

WHEREAS, public works services provided in our community are an integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings, solid waste collection, and snow removal; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, do hereby proclaim the week of May 17 through May 23, 2009 as

"NATIONAL PUBLIC WORKS WEEK"

in the City of Dodge City, and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

Given under my hand and the Seal of the City of Dodge City this 18th day of May, 2009.

Rick Sowers, Mayor

Attest

Nannette Pogue, City Clerk

CITY CHARACTER TRAIT

MAY 2009



HONOR vs. DISRESPECT

Key Concepts

- **Look Beyond:** Each person has basic human dignity and thus deserves respect. Do not let differences in age, gender, race, or opinion keep you from seeing the value of others.
- **Respect Authority:** Authority figures, such as employers, elected officials, teachers, and parents, have particular responsibilities. Honor your leaders--even the flawed leaders--and work to benefit them.
- **Practice Good Manners:** Open the door for others, stand when someone enters the room, offer your chair to someone who needs it, use respectful language, and practice other routine courtesies.
- **Remember Your Elders:** Express gratitude for those who went before you, and honor them, even when old age and disability take their toll.
- **Value Character:** You value character when you tell the truth, follow instructions, forgive offenders, give generously, and celebrate integrity in others. Recognize and reward others' diligence, alertness, and self-sacrifice.



Respecting others because of their worth as human beings

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, May 4, 2009

7:00 p.m.

MEETING #4758

CALL TO ORDER

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

INVOCATION: Pastor Joel Tuche, Iglesia Nueva Esperanza

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Tourism Week. Sandie Masden, representative of the Dodge City Convention and Visitors Bureau presented to the Commission and citizens the activities that were taking place during National Tourism Week.

National Train Day. Sandie Masden, representative of the Dodge City Convention and Visitors Bureau presented information.

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

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, April 20, 2009
2. Appropriation Ordinance No. 9, May 4, 2009
3. Approval of Contract for D & J Shows

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

ORDINANCES & RESOLUTIONS

Resolution No. 2009-10: A Resolution Amending Resolution No. 2009-06 Establishing Fees for Solid Waste Grass Cart Service in the City of Dodge City, Kansas.

Commissioner Smoll moved to approve Resolution No. 2009-10, seconded by Commissioner Sherer. The motion carried unanimously.

Resolution No. 2009-11: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Street Improvements in Beeson Court Subdivision) 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. Commissioner Sherer moved to approve Resolution No. 2009-11, seconded by Commissioner Weber. The motion was approved on a vote of 4-0, with Commissioner Smoll abstaining.

Resolution No. 2009-12: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Sanitary Sewer Improvements in Beeson Court Subdivision) 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. Commissioner Sherer moved to approve Resolution No. 2009-12, seconded by Commissioner Weber. The motion was approved by a vote of 4-0, with Commissioner Smoll abstaining.

Resolution No. 2009-13: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Waterline Improvements in Beeson Court Subdivision) 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. Commissioner Sherer moved to approve Resolution No. 2009-13, seconded by Commissioner Weber. The motion was approved on a vote of 4-0, with Commissioner Smoll abstaining.

NEW BUSINESS

A bid from Kansas Golf & Turf for a Jacobsen G-Plex III mower at a cost of \$25,492 with trade in of \$3,000 for a net cost of \$22,492 and a bid from Kansas Golf & Turf for a Locke RS-1500 Spin Grinder in the amount of \$15,000 were approved on a motion by Commissioner Smoll, seconded by Commissioner Weber. The motion carried by a unanimous vote.

Bids for 3 mid-size pickups to be utilized by the Park, Water, and Fire Departments from Lopp Motors in the amount of \$74,515, a full size 4x4 extended cab in the amount of \$25,966 from Magouirk Chevrolet, and a Forklift from RSC in the amount of \$17,000 were discussed. Commissioner Broeckelman moved to reject all bids and rebid the mid sized pickup as full sized pickups. There was no second on the motion. Commissioner Smoll moved to approve the bid

from RSC for a forklift in the amount of \$17,000, seconded by Commissioner Weber. The motion carried unanimously. Commissioner Sherer moved to approve 3 mid size pickups in the amount of \$74,415 from Lopp Motors and one full size pick up in the amount of \$25,966 from Magouirk Chevrolet. There was no second on the motion. Commissioner Smoll moved to approve 3 mid size pickups from Lopp Motors in the amount of \$74,415 and one full size pickup from Magouirk Chevrolet in the amount of \$25,966, seconded by Commissioner Sherer. Motion carried on a vote of 3-2, with Commissioners Broeckelman and Weber voting no.

The bid for Poly Karts from American Equipment Company in the amount of \$54,782.40 (588 karts) was approved on a motion by Commissioner Smoll, seconded by Commissioner Weber. The motion carried by a unanimous vote.

A Contract for a Public Works Facility Needs Assessment with BWR Corporation in the amount of \$44,000 was approved on a motion by Commissioner Sherer, seconded by Commissioner Smoll. The motion carried by a unanimous vote.

An agreement with KDOT for Maintenance of Signalization at Comanche & US 50 was approved on a motion by Commissioner Smoll, seconded by Commissioner Weber. The motion carried on a vote of 4-1, with Commissioner Broeckelman voting no.

OTHER BUSINESS

Ken Strobel, City Manager:

- Reminded Commissioners that Global will be in town on May 5th.
- On May 5th at 6:00 p.m. will be the County Wide Commission Retreat in Spearville.
- There will be a Joint City/County meeting on May 6th in the Rose Room at 5:30 p.m. to review the schematics design phase of the Special Events Center.

Commissioner Sherer:

- Commented on National Train Day and would like to look into funding a full time station attendant.

Commissioner Smoll:

- Thanked public works for fixing the alley behind the south Kwik Shop
- Sent condolences to Representative Pat George and his family.

Mayor Sowers:

- Expressed condolences to Representative George and his family.

At 8:15 p.m., Commissioner Sherer moved to adjourn to Executive Session not to exceed 20 minutes to discuss land acquisition. Besides the commissioners, this meeting will include the City Manager and Assistant City Manager. The motion was seconded by Commissioner Smoll. The motion carried by a unanimous vote.

The regular meeting reconvened at 8:35 p.m.

Commissioner Weber moved to adjourn the meeting, Broeckelman seconded the motion. The motion carried 5-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

JOINT CITY/COUNTY COMMISSION MEETING MINUTES

Ford County Government Center, Rose Room
Wednesday, May 6, 2009
5:30 p.m.

CALL TO ORDER

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

County Commission – Chairman Kim Goodnight, Commissioner Terry Williams. Commissioner John Swayze was reported absent.

NEW BUSINESS

The Commissioners discussed the schematic design of the proposed Special Events Center. Ivan Moore of Global Entertainment and Charlie Sirokman, Project Manager from ICC presented the design. Don Dethlefs and Lindsey Peckinpaugh of Sink Combs Dethlefs later joined the meeting.

The Schematic Design of the Special Events Center as presented by Global Entertainment, ICC and Sink Combs Dethlefs was approved on a motion by Commissioner Weber, seconded by Commissioner Sherer. The motion carried by a vote of 4 yes, 1 no, with Commissioner Broeckelman voting no.

Ford County action: Chairman Goodnight moved to accept the schematic design of the Special Events Center as presented. Commissioner Williams seconded the motion. The motion carried 2-0.

The meeting was adjourned on a motion by Commissioner Smoll, seconded by Commissioner Sowers. The motion carried 5-0.

The meeting was adjourned on a motion by Chairman Goodnight, seconded by Commissioner Williams. The motion carried 2-0.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, May 06, 2009

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

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford 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 Ismael Hernandez
 (b) Age 54
 (c) Place and date of birth Michoacan, MX
June 26, 1954, 20
 (d) Residence address 2201 Robin Rd
Dodge City KS 67801
 (e) I have been a resident of the State of Kansas 7 years.
2. The premises for which the license is desired are located at 512 South Second Avenue
Dodge City KS 67801
 (a) The legal description of said property is Lots 3 and 4, Block 9 of
The Replat of Blocks 9
to 20
 (b) The street number is 512 South Second Avenue
Dodge City, KS 67801
Mailing address also
 (c) The building to be used is Tianguis
Grocery store, 512 South
Second Ave, Dodge City, KS
 (d) The business will be conducted under the following name: Tianguis
3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Ismael Hernandez, 2201 Robin Rd
Dodge City KS 67801
4. I am a citizen of the United States. Yes (X), No ().
 (a) My citizenship arises by birth (), Naturalization (X).
 (b) My place of naturalization and the date thereof is as follows: Los Angeles, CA
May, 31 201996
5. I have (), have not (X), been convicted of a felony within two years immediately preceding the date of this application.
6. I have (), have not (X), been convicted of a crime involving moral turpitude within two years immediately preceding the date of this application.
7. I have (), have not (X), been adjudged guilty of drunkenness within two years immediately preceding the date of this application.
8. I have (), have not (X), been adjudged guilty or entered a plea, or forfeited bond on a charge of driving a motor vehicle while under the influence of intoxicating liquors within two years immediately preceding the date of this application.
9. I have (), have not (X), been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.
10. My place of business will be conducted by a manager or agent—Yes (), No (X)
 (a) If the answer above is yes, the name, age, and residence of manager or agent is _____
 Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifies concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

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

A license fee of \$ 75⁰⁰ is enclosed herewith.

City of Dodge City

Memorandum

May 14, 2009

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Services Director



RE: Request to rezone Lots 1 thru 12, Block 1, Gilleland's. This property is also known as 1107 – 1111 Sixth Avenue.

Attached for your review and approval by the City Commission is an ordinance rezoning the above referenced property from C-0 to R-3. The applicants wish to bring the residential property into compliance with the Zoning Ordinance.

The Dodge City Zoning Board held a public hearing on Tuesday, April 21, 2009 to review this request. The Zoning Board voted unanimously to approve this rezoning. No protest petition has been filed.

If you have any questions or require additional information, please let me know.

ORDINANCE NO. 3472

AN ORDINANCE REZONING LOTS 1 THRU 12, BLOCK 1, GILLELAND'S ADDITION, DODGE CITY, FORD COUNTY, KANSAS, FROM CO, COMMERCIAL OFFICE TO R-3, RESIDENTIAL HIGH DENSITY.

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 CO, Commercial Office to R3, Residential High Density:

Lots 1 thru 12, Block 1, Gilleland's Addition, Dodge City, Ford County, Kansas.

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 EIGHTEENTH DAY OF MAY, 2009.

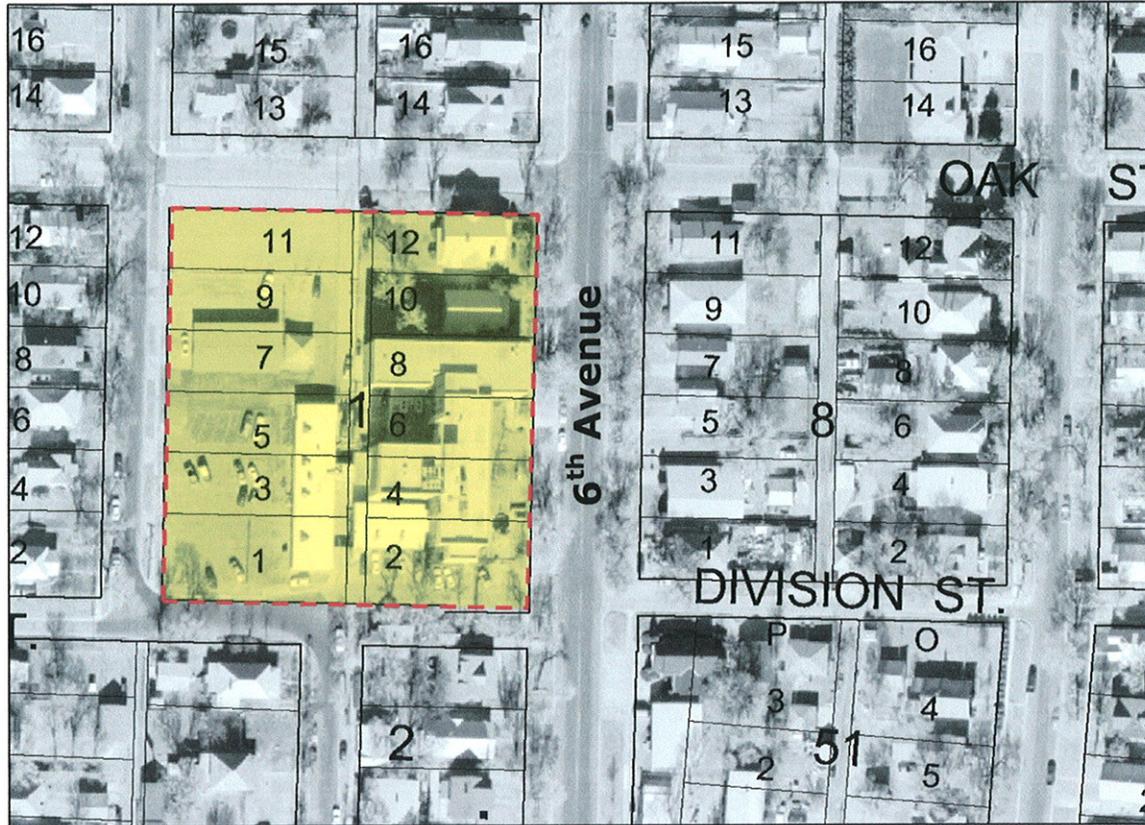
Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

SITE PLAN

1107 - 1111 Sixth Ave.
Dodge City, KS



Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: May 15, 2009
*Subject: Southwestern Bell Telephone Company
d/b/a AT&T Kansas Franchise*

Enclosed for your review and approval is a new franchise ordinance for Southwestern Bell Telephone Company d/b/a AT&T Kansas. The old 20 year franchise had actually expired a couple of years ago, but was extended by mutual agreement between SW Bell and the City. In addition, over the past couple of years the Kansas Legislature has made several significant changes in the laws dealing with telecommunication franchises.

Although many of the Legislative changes serve to restrict the City's authority to regulate the telecommunication company, one of the more beneficial changes was to allow the City a choice of collecting the franchise fee on the basis of a percentage of the company's gross revenues (not to exceed 5%) or a charge of (not to exceed) \$2.50 per month on each access line. In addition, the City can opt to change from one method of franchise charges to the other on an annual basis by providing advance notice to the company.

Based on information provided by AT&T Kansas, staff is recommending a per line charge of \$2.50 per line per month for the initial term of the franchise which runs to December 31, 2010. The current information indicates that the percentage of gross at the maximum 5% figure would produce approximately \$103,000 annually, while the per line maximum charge of \$2.50 would result in a franchise fee of approximately \$195,000 annually. At the end of the initial term and each year thereafter we will request current information upon which we can base the collection mechanism to be used for the next year.

The proposed franchise ordinance would become effective 60 days after adoption by the Commission. Staff recommends adoption of the franchise ordinance as presented.

If you have any questions or concerns, please feel free to call me.

ORDINANCE NO. 3473

A CONTRACT FRANCHISE ORDINANCE GRANTED TO SOUTHWESTERN BELL TELEPHONE, L.P., A TELECOMMUNICATIONS LOCAL EXCHANGE SERVICE PROVIDER PROVIDING LOCAL EXCHANGE SERVICE WITHIN THE CITY OF DODGE CITY, KANSAS.

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

SECTION 1. Pursuant to K.S.A. 2006 Supp. 12-2001, a contract franchise ordinance is hereby granted to Southwestern Bell Telephone L.P. d/b/a AT&T Kansas ("AT&T Kansas), a telecommunications local exchange service provider providing local exchange service within the City of Dodge City, Kansas ("City"), subject to the provisions contained hereafter. The initial term of this contract franchise ordinance shall be for the period from the effective date as provided in K.S.A.-12-2001 (m) and ending December 31, 2010. Thereafter, this contract franchise ordinance will automatically renew for additional one (1) year terms, unless either party notifies the other party of its intent to terminate the contract franchise ordinance at least ninety (90) days before the termination of the then current term. The additional term shall be deemed a continuation of this contract franchise ordinance and not as a new contract franchise ordinance or amendment. Pursuant to K.S.A. 2006 Supp. 12-2001(b)(2) under no circumstances shall this contract franchise ordinance exceed twenty (20) years from the

effective date of the contract franchise ordinance. Compensation for said contract franchise ordinance shall be established pursuant to Section 3 of this ordinance.

SECTION 2. For the purpose of this contract franchise ordinance, the following words and phrases and their derivations shall have the following meaning:

“Access line” shall mean and be limited to retail billed and collected residential lines; business lines; ISDN lines; PBX trunks and simulated exchange access lines provided by a central office based switching arrangement where all stations serviced by such simulated exchange access lines are used by a single customer of the provider of such arrangement. Access line may not be construed to include interoffice transport or other transmission media that do not terminate at an end user customer’s premises, or to permit duplicate or multiple assessment of access line rates on the provision of a single service or on the multiple communications paths derived from a billed and collected access line. Access line shall not include the following: Wireless telecommunications services, the sale or lease of unbundled loop facilities, special access services, lines providing only data services without voice services processed by a telecommunications local exchange service provider or private line service arrangements.

“Access line count” means the number of access lines serving consumers within the corporate boundaries of the city on the last day of each month.

“Access line fee” means a fee determined by a city, up to a maximum as set out in K.S.A. 2006 Supp. 12-2001 and amendments thereto, to be used by a telecommunications local exchange service provider in calculating the amount of access line remittance.

“Access line remittance” means the amount to be paid by a telecommunications local exchange service provider to a city, the total of which is calculated by multiplying the access line fee, as determined in the city, by the number of access lines served by that telecommunications local exchange service provider within that city for each month in that calendar quarter.

“Gross receipts” means only those receipts collected from within the corporate boundaries of the city enacting the franchise and which are derived from the following: (A) Recurring local exchange service for business and residence which includes basic exchange service, touch tone, optional calling features and measured local calls; (B) recurring local exchange access line services for pay phone lines provided by a telecommunications local exchange service provider to all pay phone service providers; (C) local directory assistance revenue; (D) line status verification/busy interrupt revenue; (E) local operator assistance revenue; and (F) nonrecurring local exchange service revenue which shall include customer service for installation of lines, reconnection of service and charge for duplicate bills. All other revenues, including, but not limited to, revenues from extended area service, the sale or lease of unbundled network elements, nonregulated services, carrier and end user access, long distance,

wireless telecommunications services, lines providing only data service without voice services processed by a telecommunications local exchange service provider, private line service arrangements, internet, broadband and all other services not wholly local in nature are excluded from gross receipts. Gross receipts shall be reduced by bad debt expenses. Uncollectible and late charges shall not be included within gross receipts. If a telecommunications local exchange service provider offers additional services of a wholly local nature which if in existence on or before July 1, 2002, would have been included with the definition of gross receipts, such services shall be included from the date of the offering of such services in the city.

“Local exchange service” means local switched telecommunications service within any local exchange service area approved by the state corporation commission, regardless of the medium by which the local telecommunications service is provided. The term local exchange service shall not include wireless communication services.

“Telecommunications local exchange service provider” means a local exchange carrier as defined in subsection (h) of K.S.A. 66-1,187, and amendments thereto, and a telecommunications carrier as defined in subsection (m) of K.S.A. 66-1,187, and amendments thereto, which does, or in good faith intends to, provide local exchange service. The term telecommunications local exchange service provider does not include an interexchange carrier that does not provide local exchange service, competitive access provider that does not provide local exchange service or any wireless telecommunications local exchange service provider.

“Telecommunications services” means providing the means of transmission, between or among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

SECTION 3. Compensation made pursuant to this contract franchise ordinance shall be paid on a quarterly basis without invoice or reminder from the City and paid not later than forty-five (45) days after the end of the remittal period. For the initial term of this contract franchise ordinance, said compensation shall be a sum equal to \$2.50 per access line. Thereafter, compensation for each calendar year of the remaining term of the contract franchise ordinance or any extension thereof shall continue to be based on a sum equal to \$2.50 per access line; unless the City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to increase or decrease the amount per access line or switch to a percentage of gross receipts fee basis for the following calendar year. Any increased access line fee or gross receipt fee shall be in compliance with the public notification procedures set forth in subsections (l) and (m) K.S.A. 2006 Supp. 12-2001. In the event the City elects compensation based on an gross receipts fee for any subsequent calendar year, nothing herein shall preclude the City from such a switch provided the City notifies AT&T Kansas prior to ninety (90) days before the end of the calendar year that it intends to elect an percentage of gross receipt fee for the following calendar year. Nothing herein precludes City from switching compensation plans between a per access line fee and a gross receipt fee on a annual basis provided City notifies AT&T Kansas prior to ninety

(90) days before the end of the calendar year that it intends to make such change for the following calendar year.

SECTION 4: The City shall have the right to examine, upon written notice to the telecommunications local exchange service provider, no more than once per calendar year, those records necessary to verify the correctness of the compensation paid pursuant to this contract franchise ordinance. If the gross receipts or access line fee is determined to be erroneous, AT&T Kansas shall revise the gross receipts or access line fee accordingly and make payment upon such corrected gross receipts or access line fee.

SECTION 5. As a condition of this contract franchise ordinance, AT&T Kansas is required to obtain and is responsible for any existing or hereafter adopted permit, license, certification, grant, registration or any other authorization, not in conflict with K.S.A. 12-2001, and as required by any appropriate governmental entity, including, but not limited to, the City, the Federal Communications Commission (FCC) or the Kansas Corporation Commission (KCC), subject to AT&T Kansas' right to challenge in good faith such requirements as established by the FCC, KCC or other City Ordinance. AT&T Kansas shall also comply with all applicable laws, statutes, ordinances, resolutions or regulations, in compliance with and not in conflict with K.S.A. 12-2001, now in effect or which one hereafter enacted, adopted, or amended subject to AT&T Kansas' right to challenge in good faith such laws, statutes, ordinances, resolutions or regulations with applicable time frames as established by Kansas law.

SECTION 6: Nothing herein contained shall be construed as giving AT&T Kansas any exclusive privileges, nor shall it affect any prior or existing rights of AT&T Kansas to maintain a telecommunications system within the City.

SECTION 7: AT&T Kansas shall collect and remit compensation as described in Section 3 on those access lines that have been resold to another telecommunications local exchange service provider.

SECTION 8: The City agrees to provide AT&T Kansas with notification in the event that it annexes property into the corporate boundaries of the City that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the annexation of the property AT&T Kansas was not required to pay a franchise fee. The City agrees to provide AT&T Kansas with notification in the event the City renumbers or renames any streets that would require AT&T Kansas to collect and pay a franchise fee on access lines or gross receipts which prior to the renumbering or renaming of the streets AT&T Kansas would not have been required to pay a franchise fee. The City agrees that in the event the City does not provide AT&T Kansas with notice of an annexation or renumbering and/or renaming of the streets within thirty (30) days of completion of such annexation or street renaming or renumbering, AT&T Kansas is not liable to the City for payment of franchise fees on the annexation or renumbering and/or renamed streets prior to the City providing notice to AT&T Kansas of such.

SECTION 9: The City agrees to comply with the provisions of K.S.A. 2006 Supp. 12-2001(j)(1) and (2), as may be amended from time to time, in that the franchise fee imposed under this contract franchise ordinance must be assessed in a competitively neutral manner, may not unduly impair competition, must be nondiscriminatory and must comply with state and federal law.

SECTION 10: Any required or permitted notice under this contract franchise ordinance shall be in writing. Notice upon the City shall be delivered to the city clerk by first class United States mail or by personal delivery. Notice upon AT&T Kansas shall be delivered by first class United States mail or by personal delivery to:

Southwestern Bell Telephone Company
Cindy Zapletal
Director-External Affairs
1640 Fairchild Avenue, First Floor
Manhattan, Kansas 66502

With a copy to:

Southwestern Bell Telephone Company
Attn: Legal Department
220 S.E. 6th Street
Topeka, KS 66610

SECTION 11: Failure to Enforce. The failure of either party to enforce and remedy any noncompliance of the terms and conditions of this contract franchise ordinance shall not constitute a waiver of rights nor a waiver of the other party's obligations as provided herein.

SECTION 12: Force Majeure. Each and every provision hereof shall be subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond AT&T Kansas' or the City's control.

SECTION 13: AT&T Kansas has entered into this contract franchise ordinance as required by the City and K.S.A. 2006 Supp. 12-2001. If any clause, sentence, section, or provision of K.S.A. 2006 Supp. 12-2001, and amendments thereto, shall be held to be invalid by a court of competent jurisdiction, either the City or AT&T Kansas may elect to terminate the entire contract franchise ordinance. In the event a court of competent jurisdiction invalidates K.S.A. 2006 Supp. 12-2001, and amendments thereto, if AT&T Kansas is required or allowed by law to enter into a contract franchise ordinance with the City, the parties agree to act in good faith in promptly negotiating a new contract franchise ordinance.

SECTION 14: In entering into this contract franchise ordinance, neither the City's nor AT&T Kansas' present or future legal rights, positions, claims, assertions or arguments before any administrative agency or court of law are in any way prejudiced or waived. By entering into the contract franchise ordinance, neither the City nor AT&T Kansas

waive any rights, but instead expressly reserve any and all rights, remedies, and arguments the City or AT&T Kansas may have at law or equity, without limitation, to argue, assert, and/or take any position as to the legality or appropriateness of this contract franchise ordinance or any present or future laws, ordinances, and/or rulings which may be the basis for the City and AT&T Kansas entering into this contract franchise ordinance.

SECTION 15: The parties agree that in the event of a breach of this contract franchise ordinance by either party, the non breaching party has the right to terminate the contract franchise ordinance. Prior to terminating the contract franchise ordinance, the non breaching party shall first serve a written notice upon the breaching party, setting forth in detail the nature of the breach, and the breaching party shall have thirty (30) days thereafter in which to cure the breach. If at the end of such thirty (30) day period the non breaching party deems that the breach has not been cured, the non breaching party may take action to terminate this contract franchise ordinance.

SECTION 16: This contract franchise ordinance is made under and in conformity with the laws of the State of Kansas. This contract franchise ordinance shall be effective until adopted as provided by law.

Adopted by the City Commission this _____ day of _____, 2008.

Rick Sowers, Mayor

ATTEST:

APPROVED AS TO FORM:

Nannette Pogue, City Clerk

Ken Strobel, City Attorney

Approved by Southwester Bell Telephone L.P.

d/b/a AT&T Kansas:

Authorized Representative

Dated _____ of _____, 2008



City of Dodge City

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

Memorandum

To: City Commissioners
 Ken Strobel, City Manager
 Cherise Tieben, Asst. City Manager

From: Paul Lewis, Parks & Recreation Director

Date: May 14, 2009

Subject: Facility Pouring Rights

Recently staff published a Request for Proposals (RFP) regarding soft drink pouring rights at city facilities including the Dodge City Civic Center, Legends Park, St. Mary Soccer Complex, Municipal Pool, All-4-Fun and others.

Under a pouring rights contract, a vendor receives exclusive rights to distribute their product and some advertising privileges in exchange for certain considerations. In this RFP we asked for set product prices, dispensing equipment and a financial sponsorship commitment based on a five year contract. Pepsi Cola and Coca-Cola Bottling both responded to the RFP.

Subsequent to the submittal deadline, both vendors offered additional consideration to their proposals. Coca-Cola notified us they were offering an additional \$1,500 annually in cash sponsorship equaling \$7,500 over the life of the contract.

In amending their proposal, Pepsi Bottling offered per case rebates on product purchases. Carbonated soft drinks and isotonic beverages would be rebated \$1 per case, water \$4 per case, and energy drinks \$2 per case.

The table summarizes the pertinent information from each vendor based on the amended proposals. Some additional points to consider are as follows:

- Facilities to be included in this contract are Civic Center, Legends Park Baseball/Softball Complex, All-4-Fun, Municipal Pool, Sheridan Activity Center, Cavalier Field, and St. Mary Soccer Complex.
- Both proposals are based on a five year contract.
- Cash sponsorship from both vendors is paid out annually and divided equally over the life of the contract.

	<i>Coke</i>	<i>Pepsi</i>
Product Prices		
20 oz. carbonated	\$17.00	\$17.00
20 oz. bottled water	\$12.00	\$13.00
Isotonic Beverages	\$18.40	\$21.00
Cash Sponsorship	\$20,000	\$37,500

Differences in product prices must be factored into the evaluation of each proposal. Applying each vendor's proposed costs to our sales history, the difference in product cost figures to be approximately \$1,700 annually.

Taking into consideration the original submittals and the additional consideration offered by both vendors, Pepsi Bottling has provided the financially superior proposal. Pepsi has provided product under contract at various facilities over the years and always provided excellent service. Therefore, staff recommends the Commission accept the proposal from Pepsi Bottling and direct staff to prepare a contract to complete the agreement.

Accepting this proposal places all park and recreation facilities under a single contract for pouring rights. This will make ordering and distribution more efficient and improve our ability to respond to unusual events.

I will be happy to answer any questions or provide additional information if necessary.



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Memorandum

To: City Commissioners,
Ken Strobel, City Manager 
From: Paul Lewis, Parks & Recreation Director
Cc: Cherise Tieben, Asst. City Manager
Date: May 14, 2009
Subject: St. Mary Soccer Complex Playground Proposals

On Tuesday, May 12th, proposals were opened for the purchase of a playground structure to be installed at St. Mary Soccer Complex. Included with this memo is a tabulation of proposals received.

For this playground, we modified our RFP to provide a different type of system. At this location we're deviating from the traditional post and deck systems we've been installing and looking at a new design concept. These newer designs are ground based systems that promote balance and coordination, encourages stretching and upper body fitness, and provides broad tactile experience.

As has been our practice with previous playground system purchases, the proposal process is something of a beauty contest. Playground manufacturers are asked to design a playground based on an estimated budget. For this project, the budget was set at \$20,000. Once proposals are received they are evaluated by staff and reviewed by the Park & Recreation Advisory Board to determine which one provides the most play opportunities.

Funds for this project were included in the allowances held back in the construction budget for the St. Mary Soccer Complex which was funded by the Why Not Dodge Sales Tax fund. In addition to the structure, additional costs include installation of protective surfacing underneath the playground and miscellaneous sidewalk and curbing. The protective surfacing is being funded from recycling funds and a grant received from KDHE.

Seven vendors responded to this RFP and provided 15 different proposals. As part of the specifications, vendors were asked to provide a 3D color rendering of the proposed structures. Proposals were narrowed down to three by staff based on play features, aesthetics, and cost. Those three proposals were then presented to the Parks and Recreation Advisory Board for their review and a final recommendation.

The three proposals recommended to the Park and Recreation Advisory Board included the Sterling West, ReAction system at a cost of \$19,450, Cunningham & Associates, GameTime Xscape at a cost of \$19,999.92 and Fry & Associates Option 5 proposed at \$11,172.

The Park and Recreation Advisory Board recommends the purchase of the GameTime Xscape system at a cost of \$19,999.92. Staff supports that recommendation and asks for Commission approval for purchase of the playground system.

If there are any questions I will be happy to answer them or provide more information if needed.

St. Mary Soccer Complex Playground

May 12th, 2009

Bidder	Manufacturer	Playground
ABCreative	Xcent Fusion	\$21,525
PG Playgrounds	Kompan Enif	\$20,000
Riggs Recreation	Burke	\$18,965
Sterling West	Union and RePlay (Option 1)	\$19,193
	Union and ReAction (Option 2)	\$19,540
CPSI	Miracle, Kid's Choice	\$15,795
Cunningham & Assoc.	GameTime Xscape	\$19,999.92
Fry & Assoc.	PlayWorld Systems (Opt. 1)	\$13,993
	PlayWorld Systems (Opt. 2)	\$12,740
	PlayWorld Systems (Opt. 3)	\$10,008
	PlayWorld Systems (Opt. 4)	\$8,136
	PlayWorld Systems (Opt. 5)	\$11,172
	PlayWorld Systems (Opt. 6)	\$17,717
	PlayWorld Systems (Opt. 7)	\$13,373
	PlayWorld Systems (Opt. 8)	\$22,724



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Memorandum

To: City Commissioners
Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
cc: Cherise Tieben, Asst. City Manager
Date: May 13, 2009
Subject: Bike Path Consultants

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

Recently staff published a Request for Proposals (RFP) soliciting engineering/architectural firms interested in providing design services for the bicycle/pedestrian path extension project. Three firms responded to the RFP and submitted proposals outlining their qualifications, experiences, and interest in the project.

The firms submitting were Schwab-Eaton, BHC Rhodes, and Sloan Meier Hancock. Based on a preliminary review, all three firms offered the necessary expertise, qualifications, and past experience for this project and interviews were scheduled for each firm.

To assist with the interview process, a review committee was established including Ray Slattery, City Engineer, Joe Finley, Director of Engineering Services, and I.

Interviews with the three firms were conducted on April 28th. At the conclusion of the interviews, the committee believed any of the firms were qualified and each would serve the community well in this project. Staff's recommendation is to contract with BHC Rhodes.

BHC Rhodes is the City's engineer on the 14th Avenue reconstruction project. The bicycle/pedestrian path extension interfaces with that project and it is highly likely that construction will be going on for both projects simultaneously. For that reason, staff believes BHC Rhodes is in the best position to efficiently manage all inter-related details associated with both projects.

Therefore, staff recommends contracting with BHC Rhodes to provide engineering services for the bicycle/pedestrian path project and that staff be directed to negotiate a contract for those services. If there are any questions I'll be happy to answer them or provide additional information if necessary.

Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: May 15, 2009
*Subject: Civil Design Services Special Events
Center Parking Lot*

Attached for your review and approval is an agreement between the City of Dodge City and Cook, Flatt & Strobel providing for civil engineering and design services for the Special Events Center parking lot. Global has been working closely with Cook, Flatt & Strobel who also designed the Casino parking lot and feels comfortable in recommending the firm for the Events Center work. In addition, the City has used this firm on various projects and has been fully satisfied with their services. All costs for the engineering services will be paid form the "Why Not Dodge" Events Center fund.

Staff recommends approval of the agreement.

If you have any questions or concerns, please feel free to call me.



Cook, Flatt & Strobel
ENGINEERS, P.A.

9229 Ward Parkway, Suite 110
Kansas City, Missouri 64114
(816) 333-4477
(816) 333-6688 Fax
www.cfse.com

May 13, 2009

Other Offices:
Topeka, Kansas
Wichita, Kansas

City of Dodge City, Kansas
806 North 2nd Avenue
Dodge City, Kansas 67801

Attn: Mr. Ken Strobel
City Administrator

Re: Civil Design Services
Special Event Center
Dodge City, Kansas

Gentlemen:

We propose to furnish professional engineering services in connection with the Special Event Center in Dodge City, Kansas located on approximately 34 acres at Comanche Road and 50 Highway by-pass to be known as Lot 2 Mariah Center (hereinafter called the "project").

Our services will consist of professional engineering services as set forth in the printed General Provisions, consisting of three pages, and as amended and supplemented in Exhibit A, consisting of one page thereto, both of which are attached to this letter.

Fees for our services are as follows:

Civil Construction Documents	\$65,000.00
Storm Drainage Study.....	\$7,500.00
Water Line Plans.....	\$10,300.00
Coordination with City, Contractor, Architect.....	\$8,500.00
Bid Documents.....	\$2,800.00
Sanitary Sewer Plans.....	\$8,500.00
Topographical surveys.....	\$7,300.00
Construction Services.....	\$11,490.00
Total Lump Sum Fee.....	\$121,390.00

John G. Bayless, P.E.
Chairman

Kenneth M. Blair, P.E.
President

Melvin D. Chapman, P.E.
Vice President-Secretary

Robert S. Chambers, P.E.
Vice President-Treasurer

Douglas W. Flatt, P.E.
Consultant

Additional or noncustomary services will be negotiated as required. Construction Related Services fee will be based on actual effort and expenses per the CFS hourly rate schedule. Payments will be made monthly based on progress invoices prepared by CFS.

CFS will begin services promptly after the receipt of your acceptance of this proposal.

If there are protracted delays exceeding one year for reasons beyond our control, we would expect to renegotiate with you the basis for our compensation in order to take into consideration changes in price indices and pay scales applicable to the period when services are in fact being rendered.



Cook, Flatt & Strobel
ENGINEERS, P.A.

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Kansas City, Missouri 64114
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Other Offices:
Topeka, Kansas
Wichita, Kansas

Services rendered in the customary phases which, together with the general understandings applicable to our relationship, are set forth in the printed General Provisions and Exhibit A thereto, which are attached to and made a part of this proposal and may only be modified in writing signed by both parties. Your responsibilities are set forth in the General Provisions. Provided this proposal is satisfactory, please sign the enclosed copy and return to our office.

The opportunity to provide this service to the City of Dodge City is appreciated.

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

John G. Bayless, P.E.
Chairman, Board of Directors

Accepted this _____ day of _____, 20__

City of Dodge City, Kansas

Signature of Officer or Authorized Agent

Name/Title of Officer or Authorized Agent

John G. Bayless, P.E.
Chairman

Kenneth M. Blair, P.E.
President

Melvin D. Chapman, P.E.
Vice President-Secretary

Robert S. Chambers, P.E.
Vice President-Treasurer

Douglas W. Flatt, P.E.
Consultant

EXHIBIT A

FURTHER DESCRIPTIONS OF BASIC ENGINEERING SERVICES AND RELATED MATTERS:

This is an exhibit attached to and made part of the General Provisions attached to the Letter Agreement dated April 15, 2009, between the City of Dodge City (**OWNER**) and Cook, Flatt & Strobel, Engineers, P.A. (**ENGINEER**) providing for professional engineering services. The basic services of **ENGINEER** as described in Section 1 of the said General Provisions are amended or supplemented as indicated below and the time periods for the performance of certain services as indicated in said General Provisions are stipulated as indicated below.

ENGINEER shall perform and limit his work to the following:

- A. Construction Documents – Construction Documents for on-site Civil including Site Plans, Grading Plans, Utility Plans, Erosion Control Plan, & Details for the Special Event Center. Work is further defined as follows:
 - a. Engineer shall identify the limits of construction for the Event Center Site. The Event Center Limits of Construction will include the Event Center footprint and the surrounding area within 5'-0" of the building exterior as well as the building loading Dock and utility yard. The Event Center Limits of construction will be coordinated with the City, County, and Architect.
 - b. Construction Documents shall also include written technical specifications.
 - c. The utility plans shall include dimensions from lines to exterior of building, required dimensions between adjacent utilities, and cross sections for all gravity fed systems with existing grade (if applicable) and finish grade shown.
 - d. Construction documents shall include layout and dimensional information for any site retaining walls (if required) and a written performance specification for retaining wall design.
 - e. Paving plans shall include finish elevations at curb lines, pavement marking, and site signage plans and details.
 - f. Grading plans shall include subgrade elevations for areas of mass excavation (if required) and shall be coordinated to the finish floor elevation established by the Architect.
 - g. Engineer will prepare SWPPP, land disturbance, and general permit applications for the project site as required by City/County/State authorities.
- B.
- B. Storm Drainage Study – Storm Drainage design, detention design, and preparation of study to submit to the City for review.
- C. Water Line Plan – Prepare public water line plans for the water loop around the building and coordination with Sink Combs Dethlefs.
- D. Coordination with City, Contractor and Architect. Coordination with City, Contractor, and Architect: Utilities are to be coordinated with SCD and their project engineers and shall be brought to within 5'-0" of the building envelope or the point of connection with public utility equipment. Cook Flatt Strobel shall coordinate layout and requirements with local utility companies. Engineer will be responsible for any required coordination with KDOT. To include up to 6 site visits as requested.
- E. Bid Documents – Preparation for bid documents for a single bid package.
- F. Sanitary Sewer Plans – prepare all necessary plans per City requirements. Include sanitary sewer flow calculations, design and date on overall construction plans.

G. Topographical Surveys for Lot 2 plus a distance of 30 feet outside of Lot 2. Boundary work and platting are done by CFS through a separate agreement with BHC.

H. Construction Administration services shall include review/response of bidder questions, shop drawings, submittals, response to RFIs, site inspections, and coordination meetings as required, as well as, preparation of any necessary easement descriptions for utilities, and preparation of a site punchlist prior to substantial completion. Site inspections/coordination meetings shall be limited to no more than six trips.

Scope does not specifically include:

Landscape Services

Construction Services other than those listed above

Traffic Studies

Off-Site Improvements

Platting

Coordination with utility companies

2009 RATE SCHEDULE

COOK, FLATT & STROBEL ENGINEERS, P.A.

<u>LABOR CATEGORY</u>	<u>HOURLY RATE</u>
Principal	\$180.00
Project Manager	\$150.00
Senior Engineer	\$120.00
Engineer	\$105.00
Junior Engineer	\$80.00
Senior Design Technician	\$100.00
Senior Technician	\$90.00
Technician	\$80.00
Junior Technician	\$65.00
Licensed Surveyor	\$110.00
Survey Chief	\$78.00
Survey Technician	\$60.00
Survey Crew (2 men)	\$138.00
Survey Crew (3 men)	\$198.00
Construction Manager	\$110.00
Construction Supervisor	\$88.00
Senior Construction Technician	\$80.00
Construction Technician	\$70.00
Junior Construction Technician	\$65.00
Administrative	\$60.00
Clerical/Support	\$40.00

Direct Expenses

Mileage	\$0.55/mile
Motel	At Cost
Meals	\$35.00/Day
Printing	\$0.20/sq.ft.
Mylars	\$3.00/sq.ft.