

COMMISSION AGENDA

Work Session

Commission Chambers

806 North Second Ave.

Monday, May 21, 2007

5:45 p.m.

- 1) Smoke Free Ordinance
- 2) Pre-Budget Workshop

COMMISSION AGENDA
City Commission Meeting
Commission Chambers
May 21, 2007
7:00 p.m.
MEETING NO. 4677

CALL TO ORDER

ROLL CALL

INVOCATION –Reverend Gib Botten, Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Public Works Week, May 20—May 26, 2007

PUBLIC HEARING

Health Care Facilities Refunding and Improvement Revenue Bonds (Presbyterian Manors, Inc.) of the City of Wichita, Kansas

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 minutes of regular meeting on May 7, 2007
2. Approval of payment of bills
3. Approval Cereal Malt Beverage License
 - a. Tianguis Grocery Store, 512 South Second Ave, Dodge City

ORDINANCES & RESOLUTIONS

Ordinance NO 3431—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward.

Ordinance NO 3432—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward.

Ordinance NO 3433—An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520 et. Seq.; Providing for the Zoning Thereof; and Placing the Property in a Voting Ward.

Resolution NO. 2007-08-- A Resolution Authorizing the Issuance of Certain Health Care Facilities Refunding and Improvement Revenue Bonds in the Principal Amount Not to Exceed \$28,000,000 Pursuant to an Interlocal Cooperation Agreement by and Between the City of Wichita, Kansas, as Issuer, and the City of Dodge City, Kansas, as Participant.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of OMI Contract. Report by Joe Finley, Public Works Director

Approval of Bids for three (3) Utility Vehicles. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for Skid Steer. Report by Mike Klein, Director of Administration/Airport Director

Approval for Bid for Forklift. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for Backhoe. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid Utility Tractor. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for ¾ Ton 4x4 Pickup, with Snow Prep Package. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for One Ton Truck with Utility Box and Tommy Gate Lift. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for Crack Sealer Melter. Report by Mike Klein, Director of Administration/Airport Director

Approval of Bid for Debris Grinding Contract. Report by Paul Lewis, Park & Recreation, Director

Approval of Bid for Ceiling Tile Installation at Hoover. Report by Paul Lewis, Park & Recreation, Director

Approval of 2007 Street Program,. Report by Ray Slattery, City Engineer

Discussion of a Curfew Ordinance. Report by Clayton Carr, Coalition for the Youth of Dodge City

OTHER BUSINESS

City Manager

Commissioners

ADJOURNMENT

CITY OF DODGE CITY
OFFICE OF THE MAYOR
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, E. Kent Smoll, Mayor of the City of Dodge City, do hereby proclaim the week of May 20 through May 26, 2007 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 21st day of May, 2007.

E. Kent Smoll, Mayor

KUTAK ROCK LLP

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WASHINGTON
WICHITA

May 3, 2007

VIA E-Mail – linda.berry@dodgeglobe.com

The Dodge City Daily Globe
Legal Publications
Attn: Linda
705 Second Avenue
Dodge City, KS 67801

Re: Notice of Public Hearing - Not to Exceed \$28,000,000 Health Care Facilities Refunding and Improvement Revenue Bonds (Presbyterian Manors, Inc.), of the City of Wichita, Kansas

Dear Linda:

On behalf of the city of Dodge City, Kansas, I have attached a Notice of Public Hearing to be published in *The Dodge City Daily Globe* on Monday, May 7, 2007.

Please send five (5) printed copies of the Notice with the usual publisher's affidavit attached showing the date of publication to the attention of Ms. Janet S. Garms, Kutak Rock LLP, Suite 500, 1010 Grand Boulevard, Kansas City, Missouri 64106-2220.

The statement should be sent to Mr. Bruce Shogren, CFO/Treasurer, Presbyterian Manors, Inc., P.O. Box 20440, Wichita, Kansas 67208-1440, for the publication.

If you have any questions or if this publication date cannot be met, please contact me immediately. Thank you for your assistance.

Very truly yours,



Christine Stice
Legal Secretary

Attachment

cc: Mr. Ken Strobel
via e-mail wsmmr@swbell.net
Ms. Nannette Pogue
via e-mail nannette@dodgecity.org
Mr. Bruce Shogren
via e-mail bshogren@pmma.org

(Published in The Dodge City Daily Globe May 7, 2007)

NOTICE OF PUBLIC HEARING IN CONNECTION WITH THE ISSUANCE OF HEALTH CARE FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS BY THE CITY OF WICHITA, KANSAS

Public notice is hereby given that the governing body of the City of Dodge City, Kansas, will conduct a public hearing relating to the proposed issuance by the City of Wichita, Kansas (the "Issuer") of its Health Care Facilities Refunding and Improvement Revenue Bonds (Presbyterian Manors, Inc.), in one or more series, in an aggregate principal amount of not to exceed \$28,000,000 (the "Series 2007 Bonds"). Said public hearing will be held on May 21, 2007, at 7:00 p.m., or as soon thereafter as possible, at City Hall, 806 North Second Avenue, Dodge City, Kansas 67801.

Said Series 2007 Bonds are proposed to be issued by the Issuer, under the authority of K.S.A. 12-1740 et seq., as amended, and the authority of the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 et seq., for the purpose of (i) refunding the Issuer's outstanding Health Care Facilities Refunding Revenue Bonds, Series VIII-A, 2001 (Presbyterian Manors, Inc.) (the "Existing Bonds"); (ii) paying the cost of renovating, expanding and/or equipping the Facilities described below; (iii) funding a debt service reserve; and (iv) paying certain costs of issuance.

Proceeds of the Existing Bonds were used to finance or refinance the cost of acquiring, purchasing, constructing, renovating, furnishing and equipping the following health care facilities (the "2001 Financed Facilities"):

continuing care retirement facility located at 200 Campus Avenue, Dodge City, Kansas;
continuing care retirement facility located at 230 Industrial Road, Emporia, Kansas;
continuing care retirement facility located at 1200 E. 7th Street, Newton, Kansas; and
continuing care retirement facility located at 2601 East Crawford, Salina, Kansas.

A portion of the proceeds of the Series 2007 Bonds will be used to renovate and expand the Newton, Kansas facility described above, the continuing care retirement facility located at 4712 West Sixth Street, Topeka, Kansas (the "Topeka Facility") and the continuing care retirement facility located at 924 Eighth Street, Clay Center, Kansas (the "Clay Center Facility"), as well as to pay the costs of minor capital improvements to certain of the following health care facilities (the "Existing Facilities"):

continuing care retirement facility located at 1711 North Fourth, Arkansas City, Kansas;
continuing care retirement facility located at 230 Industrial Road, Emporia, Kansas;
assisted living retirement facility located at 2400 South Horton, Fort Scott, Kansas;
continuing care retirement facility located at 7850 Freeman, Kansas City, Kansas;
continuing care retirement facility located at 1428 Kasold Drive, Lawrence, Kansas;
continuing care retirement facility located at 3501 Dirr Avenue, Parsons, Kansas;
continuing care retirement facility located at 2601 East Crawford, Salina, Kansas; and
continuing care retirement facility located at 4700 West 13th Street, Wichita, Kansas.

The 2001 Financed Facilities, the Clay Center Facility, the Topeka Facility and the Existing Facilities are herein collectively referred to as the "Facilities." The Facilities are or will

be owned by the Issuer, and are leased and will continue to be leased or will be leased by the Issuer to Presbyterian Manors, Inc., a Kansas not-for-profit corporation.

The Series 2007 Bonds and the interest thereon will not be a debt or general obligation of the Issuer, the City of Dodge City, Kansas, the State of Kansas or any other municipality or political subdivision thereof, and neither the Series 2007 Bonds nor the interest thereon are payable in any manner from tax revenues of any kind or character.

All persons having an interest in this matter will be given an opportunity to be heard at the time and place specified. In the event the Series 2007 Bonds are not ultimately issued for any reason, the City of Dodge City, Kansas shall not be deemed to have assumed or incurred any liability or obligation to Presbyterian Manors, Inc., the Issuer, or any other party by virtue of any proceedings or actions taken in connection therewith.

CITY OF DODGE CITY, KANSAS

By: /s/ Nannette Pogue
City Clerk

COMMISSION MINUTES

May 7, 2007 - 7:00 p.m.

Commission Chambers

MEETING NO. 4676

Mayor Smoll called the meeting to order at 7:00 pm

Responding to Roll Call were Mayor Smoll, Commissioners Jim Lembright, Rick Sowers, Jim Sherer, Terry Lee, all present.

Invocation was given by Rev. Kirk Larson of Grace Community Church.

Pledge of Allegiance

Petitions & Proclamation

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)

1. Lauren Rambuagh read the City of Character Trait for May which is Boldness
2. Vernon Bogart, 2 issues: a) At the last meeting he felt there was a violation of the Kansas Open Meeting Act. B) Spoke of the negatives of Casinos and Special Events Center.
3. George Langhead, Jr. --announced the Kansas State Historic Preservation Conference will be held in DC this weekend and invited the City Commissioners.
4. Kirk Larson-Great job at Jean Russell Park. Thanked City Commissioners, City Manager, Paul Lewis from Parks Department, and special thanks to Vera Fox for mowing the park over the years.

Consent Calendar was approved on a motion by Commissioner Lembright, Seconded by Commissioner Lee, by unanimous vote

1. Minutes of Regular Meeting of April 16, 2007 were approved.
2. Minutes of Work Session of April 30, 2007 were approved.
3. Check report for 5/7/2007 was approved.
4. Cereal Malt Beverage License for El Charro, 1209 W. Wyatt Earp was approved.

ORDINANCES & RESOLUTIONS

Resolution 2007-07: Resolution establishing a Convention and Visitors Advisory Committee was adopted on a motion by Commissioner Sowers, second by Commissioner Lee, by unanimous vote

UNFINISHED BUSINESS

NEW BUSINESS

1. Terry Janson was Appointed to Horse Thief Reservoir Benefit District, on a motion by Commissioner Lembright, seconded by Commissioner Sherer, by unanimous vote
2. A bid for St. Mary Soccer Complex from APAC-Shears in the amount of \$1,257,610 was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer, by unanimous vote.

3. Resignation of Jennifer Sherber from the Historical Landmark Commission and appointment of Darlene Smith was approved on a motion by Commissioner Lee, seconded by Commissioner Lembright, by unanimous vote.
4. A proposal by Layne Western for the Rehab of Well #6 in the amount of \$46,930 was approved on a motion by Commissioner Lembright, seconded by Commissioner Lee, by unanimous vote.
5. Service contract with Foley Tractor for Generator Service Agreement in the amount of \$9,505.48 was approved on a motion by Commissioner Sowers, seconded by Commissioner Lembright, by unanimous vote.
6. Recommended acquisition of permanent right of way and temporary easement along Wyatt Earp Blvd. for Phase II of the reconstruction and authorize Public Works Director to execute contracts was approved on a motion by Commissioner Sherer, seconded by Commissioner Lembright, by unanimous vote.

OWNER	ADDRESS	TEMPORARY EASEMENT	RIGHT OF WAY
Ford County	W. Wyatt Earp & Matt Down Rd	1,400.00	8,100.00
Janki, Inc	2408 W. Wyatt Earp Blvd.	4,500.00	
Lillian Brown	2400 W. Wyatt Earp Blvd	7,150.00	1,350.00
Hotel Properties, LLC	2320 W. Wyatt Earp Blvd.	4,950.00	1,550.00
Davis	2300 W. Wyatt Earp Blvd	8,000.00	
Cole	2208 W. Wyatt Earp Blvd.	2,900.00	
Brown	1800 W. Wyatt Earp Blvd.	3,450.00	450.00
Hotel Dodge	1708 W Wyatt Earp Blvd.	5,300.00	400.00
Tate	1700 W. Wyatt Earp Blvd.	1,850.00	850.00
Akash	1610 W. Wyatt Earp Blvd.	7,000.00	1,600.00
McBride	1520 W. Wyatt Earp Blvd.	Pending at this time	
Henrichs	1514 W. Wyatt Earp Blvd.	1,900.00	3,400.00
Richland	1510 W. Wyatt Earp Blvd.	Pending at this time	
Burdick	1509 W. Wyatt Earp Blvd.	Pending at this time	
O'Reilly Auto	1511 W. Wyatt Earp Blvd.	Pending at this time	
High Plains Pizza	1513 W. Wyatt Earp Blvd.	Pending at this time	
Liebl	1601 W. Wyatt Earp Blvd.	2,100.00	
Southwinds Mex	1603 W. Wyatt Earp Blvd.	2,150.00	
Guthrie	1605 W. Wyatt Earp Blvd.	3,400.00	
Haack	1701 W. Wyatt Earp Blvd.	3,600.00	
Buehne	W. Wyatt Earp Blvd.	6,500.00	
Lopez	1803 W. Wyatt Earp Blvd.	4,200.00	
Strickland	1811 W. Wyatt Earp Blvd.	5,900.00	
Fast Foods	1905 W. Wyatt Earp Blvd.	2,500.00	
Hernandez	2001 W. Wyatt Earp Blvd.	6,050.00	350.00
Brady	2011 W. Wyatt Earp Blvd.	3,200.00	
MAC, Inc.	2111 W. Wyatt Earp Blvd.	6,900.00	
Heiland	2303 W. Wyatt Earp Blvd.	2,100.00	
Winans	2305 W. Wyatt Earp Blvd.	6,700.00	
Cox	2313 W. Wyatt Earp Blvd.	6,500.00	
Tuxhorn	2401 W. Wyatt Earp Blvd.	Pending at this time	

OTHER BUSINESS

- City Manager: 1) Joe Finley gave an update on Phase I Wyatt Earp.
 2) Jeff Pederson: All 4 Fun opened on Saturday, May 5th.
 3) The Steve King Memorial Race at Dodge City Raceway was cancelled due to weather and rescheduled for Saturday, May 12th.
 4) There is a tentative Work Session on Monday, May 14th.

- 5) Dodge City had some of the first emergency units on the scene for the tornado that hit Greensburg. Local Kansas Emergency Management were also on the scene.
- 6) City auction will be held on Saturday, May 12th

Commissioners: **Commissioners Lembright, Sowers, Sherer, Lee, and Smoll** all conveyed their thoughts and prayers for all the residents of Greensburg and surrounding areas that have experienced the tornados of the past week. Also mentioned was the pride in how Dodge City responded to the call for help from Greensburg.

Commissioner Lembright asked about the restroom facility at Cavalier Field and also said that the Dodge City Globe's Progress Edition was very positive.

Commissioner Sowers attended the ribbon cutting ceremony for the Midwest Life Team Helipad at the hospital, asked about a sign at Legend's Field.

Commissioner Sherer echoed sentiments from Commissioner Lembright on the article in the Dodge City Globe.

Commissioner Lee asked about Security Guard Ordinance.

Commissioner Smoll attended and spoke at the ribbon cutting for the Midwest Life Team Helipad, mentioned that there was a Joint City/County Commissioners meeting earlier that day and supported the Global Contract, and thanked CFAB and Commissioner Sowers.

ADJOURNMENT Commissioner Lembright moved, seconded by Commissioner Sowers

(Individual)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, May 8, 2007

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 52
 (c) Place and date of birth Michoacan, Mex. June 26, 1954
 (d) Residence address 2201 Robin Rd. Dodge City, KS. 67801
 (e) I have been a resident of the State of Kansas 5 years.
 I have been a resident of the City of Dodge City, Ford County 5 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.

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, 1996

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.
 (a) If the answer is would not, explain what the fact or facts are that would cause your spouse to be ineligible.
 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 \$ 125.00 is enclosed herewith.

I, _____, the above-named applicant, hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of my cereal malt beverage license, by the proper officials, for the violation of such laws, rules or regulations.

Ismael Hernandez
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF Ford, ss.

I, Ismael Hernandez, the above-named applicant, do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Ismael Hernandez
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 8 day of May A.D. 2007

(Character of official administering oath)

My commission expires on the 7-10-08 day of 10 A.D. 2008

APPLICATION APPROVED this _____ day of _____ A.D. 20____

By _____
(Official position)

of _____, Kansas.
(City or county)

Recorded in Volume _____, at page _____

City of Dodge City

Memorandum

Date: May 15, 2007

TO: Jeff Pederson, City Manager

FROM: Dennis Veatch, Development Services



RE: Ordinance annexing portions of Ross Blvd.

Attached for your review and approval by the City Commission are three ordinances annexing portions of the North right-of-way of Ross Blvd. This is a voluntary annexation owned by the city and adjacent to the existing city boundary. No resolution, notice and public hearing are required as a prerequisite to the annexation of land owned by the city.

I have also attached a map showing the area of annexation and the relationship to the city boundary line.

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

Ordinance No. 3431

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; PROVIDING FOR THE ZONING THEREOF; AND PLACING THE PROPERTY IN A VOTING WARD.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Ks. is hereby annexed to, and made part of the City of Dodge City:

THE SOUTH 40.00 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER, SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M. AND THE NORTH 60 FEET OF THE SOUTH 100 FEET OF THE EAST 160 FEET OF THE SAID WEST HALF, NORTHWEST QUARTER, SECTION 14.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will maintain that zone designation, in accordance with the Dodge City Zoning Regulations.

SECTION 3: The property annexed is placed in the Precinct 5 voting ward.

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

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

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, IN REGULAR SESSION AND APPROVED BY THE MAYOR THIS TWENTYFIRST DAY MAY, 2007.

KENT SMOLL, MAYOR

NANNETTE POGUE, CITY CLERK

Ordinance No. 3432

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; PROVIDING FOR THE ZONING THEREOF; AND PLACING THE PROPERTY IN A VOTING WARD.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Ks. is hereby annexed to, and made part of the City of Dodge City:

THE SOUTH 30.00 FEET OF THE WEST HALF OF THE SOUTH HALF OF THE NORTHEAST QUARTER, SECTION 15, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M., TOGETHER WITH A TRACT DESCRIBED AS:

COMMENCING AT THE CENTER OF SAID SECTION 15; THENCE EAST 627.40 FEET ALONG THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SAID SECTION 15; THENCE NORTH 30.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 40.00 FEET; THENCE EAST 40.00 PARALLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 40.00 FEET; THENCE WEST 40.00 FEET PARELLEL TO THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE POINT OF BEGINNING.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will maintain that zone designation, in accordance with the Dodge City Zoning Regulations.

SECTION 3: The property annexed is placed in the Precinct 5 voting ward.

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

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

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, IN REGULAR SESSION AND APPROVED BY THE MAYOR THIS TWENTYFIRST DAY MAY, 2007.

KENT SMOLL, MAYOR

NANNETTE POGUE, CITY CLERK

Ordinance No. 3433

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; PROVIDING FOR THE ZONING THEREOF; AND PLACING THE PROPERTY IN A VOTING WARD.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Ks. is hereby annexed to, and made part of the City of Dodge City:

THE SOUTH 30.00 OF THE EAST 160.00 FEET OF THE EAST HALF OF THE NORTHWEST QUARTER, SECTION 15, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will maintain that zone designation, in accordance with the Dodge City Zoning Regulations.

SECTION 3: The property annexed is placed in the Precinct 5 voting ward.

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

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

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, IN REGULAR SESSION AND APPROVED BY THE MAYOR THIS TWENTYFIRST DAY MAY, 2007.

KENT SMOLL, MAYOR

NANNETTE POGUE, CITY CLERK

**Proposed Annexation
Dodge City, Ks.
21 May, 2007**



Memo

To: Jeff Pederson, City Manager
From: Nannette Pogue, City Clerk *NP*
Date: May 16, 2007
Re: Public Hearing for Issuance of Health Care bonds by the City of Wichita and Resolution No. 2007-08

On the agenda Monday evening is a Public Hearing to listen to public comment regarding the issuance of Health Care Facilities Revenue Bonds by the City of Wichita to refund current bonds and issue new bonds for improvements to Presbyterian Manor properties, one of which is located in Dodge City. An interlocal agreement was executed in 1994 that allowed the City of Wichita to issue all revenue bonds for Presbyterian Manors in the State of Kansas. When new or refunding bonds are issued for these properties the requirement by the cities is to hold a public hearing and to pass a resolution to allow the City of Wichita to issue the bonds. They are currently proposing to issue an amount not to exceed \$28,000,000 for refunding and new improvements for the facilities in Arkansas City, Clay Center, Dodge City, Emporia, Fort Scott, Lawrence, Newton, Parsons, Salina, Topeka, and Kansas City. The facility in Dodge City will have no new improvements, only refinancing of existing revenue bonds.

If you have any questions or wish additional information, please do not hesitate to contact me.

RESOLUTION NO. 2007-08

A RESOLUTION AUTHORIZING THE ISSUANCE OF CERTAIN HEALTH CARE FACILITIES REFUNDING AND IMPROVEMENT REVENUE BONDS IN THE PRINCIPAL AMOUNT NOT TO EXCEED \$28,000,000 PURSUANT TO AN INTERLOCAL COOPERATION AGREEMENT BY AND BETWEEN THE CITY OF WICHITA, KANSAS, AS ISSUER, AND THE CITY OF DODGE CITY, KANSAS, AS PARTICIPANT.

WHEREAS, the City of Dodge City, Kansas, hereinafter sometimes referred to as the "City," desires to promote, stimulate and develop the general economic welfare and prosperity of the City and its environs, and thereby to further promote, stimulate and develop the general economic welfare and prosperity of the State of Kansas; and

WHEREAS, the Kansas Interlocal Cooperation Act, K.S.A. 12-2901 *et seq.*, as amended (the "Interlocal Cooperation Act"), permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities, persons, associations and corporations on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, pursuant to the Interlocal Cooperation Act, the cities of Arkansas City, Clay Center, Emporia, Fort Scott, Lawrence, Newton, Parsons, Salina, and Topeka, the Unified Government of Wyandotte County/Kansas City, Kansas and the City (collectively, the "Participants") have heretofore entered into and delivered or will enter into and deliver Interlocal Cooperation Agreements with the City of Wichita, Kansas (the "Issuer"), authorizing the Issuer to issue certain health care facilities improvement and/or refunding bonds, in one or more series, pursuant to K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the "Act"), for the purposes set forth therein; and

WHEREAS, Presbyterian Manors, Inc., a Kansas not-for-profit corporation (the "Corporation"), has requested that the Participants cooperate with one another to facilitate the refunding of certain outstanding revenue bonds and the financing of construction of improvements and additions to existing facilities located within the boundaries of the respective Participants in order to secure to the Participants and to the Corporation the economic and other benefits to be derived through the orderly and efficient financing of such facilities to be leased by the Issuer to the Corporation; and

WHEREAS, pursuant to Act, the Issuer is authorized to issue certain revenue bonds of the Issuer, and it is hereby found and determined to be advisable and in the interest and for the welfare of the Issuer and its inhabitants that revenue bonds in the principal amount not to exceed \$28,000,000 be authorized and issued for the purpose of (i) refunding the Issuer's outstanding Health Care Facilities Refunding Revenue Bonds, Series VIII-A, 2001 (Presbyterian Manors, Inc.) (the "Existing Bonds"), the proceeds of which were used to finance or refinance the cost of acquiring, purchasing, constructing, renovating, furnishing and equipping certain health care facilities located within the boundaries of the Participants (collectively, the "Facilities");

(ii) paying the cost of renovating, expanding and equipping the continuing care retirement facilities located at 924 Eighth Street, Clay Center, Kansas, 1200 E. 7th Street, Newton, Kansas and 4712 West Sixth Street, Topeka, Kansas, as well as the costs of minor capital improvements to certain of the Facilities; (iii) funding a debt service reserve; and (iv) paying certain costs of issuance; and

WHEREAS, the Facilities, including the facility located in the City, are owned by the Issuer, and are leased and will continue to be leased to the Corporation.

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

Section 1. For the purposes of refunding the Existing Bonds and renovating, expanding and equipping the Facilities, there shall be issued health care facilities refunding revenue bonds in the aggregate principal amount not to exceed \$28,000,000. It is contemplated that in order to expedite the commencement of the refunding and the renovation, expanding and equipping of the Facilities, and realization of the benefits to be derived thereby, the Corporation may, in reliance upon this Resolution, incur temporary indebtedness and expend its own funds in connection with the refunding and renovation, expansion and equipping of the Facilities prior to the ultimate issuance of said bonds. Said bonds herein authorized and all interest thereon shall, in any event, be paid solely from the money and revenue received from the Facilities and not from any other fund or source, and nothing contained herein shall obligate the Issuer in any way except as herein provided.

Section 2. That pursuant to the Interlocal Cooperation Act, the City hereby authorizes the Issuer to issue health care facilities refunding revenue bonds on behalf of the City for the purpose of refunding the Existing Bonds and renovating, expanding and equipping the Facilities, and to execute and deliver on behalf of the City indentures of trust, leases, and such other documents and agreements as the Governing Body of the Issuer may determine to be necessary or desirable to secure payment of the bonds. The City hereby authorizes the principal amount of the health care facilities refunding revenue bonds to be issued by the Issuer which may be allocated to the City.

Section 3. That the Mayor or Vice Mayor of the City is hereby authorized and directed to execute such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the purposes and intent of this Resolution and deliver the same for and on behalf of and as the act and deed of the City in the manner provided herein and in the Interlocal Cooperation Agreement by and between the Issuer and the City, as Participant. The City Clerk or any Deputy or Assistant Clerk of the City is hereby authorized and directed to attest the execution of such documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

Section 4. That this Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED by the Governing Body of the City of Dodge City, Kansas,
this _____ day of May, 2007.

CITY OF DODGE CITY, KANSAS

By: _____
Jim Sherer, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Seal)

Memorandum

To: Jeff Pederson, City Manager
cc: Joe Finley, Director of Public Works
From: Ken W. Strobel, City Attorney *KWS*
Date: May 10, 2007
Subject: OMI Contract

Jeff:

Enclosed for presentation to the City Commission is the final draft of a revised and rather comprehensive agreement regarding OMI's management responsibilities for the wastewater treatment plant. As you know, for the past several months Joe and I have been working with OMI and its attorney in resolving several issues which were not covered in the previous OMI agreement.

When the original OMI proposed new agreement was presented to the commission several months ago, both staff and individual commissioners had several questions concerning various aspects of the proposal. Those issues, as well as others which came to light during the course of our negotiations, have been addressed by the enclosed agreement.

Basically, (and highly summarized) the major points of the enclosed proposed agreement are as follows:

- The scope of the OMI services has been revised and now reflects and specifically describes the services which OMI has been actually providing;
- The term of the agreement has been reduced to a period of five years, with options to renew the agreement for successive five year periods, with both the City and OMI having the right to terminate the agreement at the end of any five year term;
- OMI base fee for calendar year 2007 will be \$1,009,941. This represents an approximate 3% cost of living increase over last year's annual fee. This increased fee does, however, reflect several additional duties which OMI has been performing on behalf of the City for sometime now;
- The base fee for each of the remaining four years for the agreement will be negotiated annually and established by mutual agreement of the parties;
- If, however, the parties cannot agree on the annual fee for the coming calendar year, the previous year's fee remains in effect for the coming year during which time the parties continue to negotiate and OMI continues to provide the services. The base fee would eventually be established either by mutual agreement, or in the absence of a mutual agreement, would be

adjusted based on a CPI formula, but in no event would the new annual fee exceed a total increase of 3.5 % over the prior year's base fee;

- If the parties are unable to reach a fee agreement during the Year, either party may terminate the agreement at the end of the extended year by providing at least six months advance notice;
- Any environmental penalties or fines assessed as a result of OMI's improper operation of the treatment facility would be paid solely by OMI.

As you know, we had originally intended to present the new agreement for the Commission's adoption at the last regular meeting, however, a last minute glitch developed which required us to pull the item from the agenda. That problem has now been resolved with cooperation from OMI's attorney and the agreement is now being submitted for commission action with a staff recommendation for approval.

If you or any of the commissioners have any questions concerning the proposed agreement, please feel free to contact either Joe or myself prior to the meeting.

KWS/skp

AGREEMENT
for
OPERATIONS, MAINTENANCE, AND
MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into this 1st day of, March, 2007, by and between The City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City Kansas 67801 and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9193 South Jamaica Street, Suite 400, Englewood, CO 80112.

Owner and CH2M HILL OMI agree:

1. SERVICES

- A. CH2M HILL OMI shall, within the design capacity and capability of the Owner's facilities, manage, operate and maintain the Project so that the effluent discharged from the wastewater treatment plant meets the requirements specified in Appendix C. The Scope of Services is defined in detail in Appendix B.

2. STANDARD OF PERFORMANCE

- 2.1 CH2M HILL OMI shall perform the Services with the degree of skill and diligence normally employed by operations and maintenance professionals performing the same or similar services.

3. OWNER'S RESPONSIBILITIES

- 3.1 The Owner shall pay for all Capital Expenditures. Capital Expenditures over the amount of One Thousand (\$1,000.00) Dollars must have prior written authorization from the Owner. All Capital, including but not limited to all equipment, supplies, tools, computers, software and all other personal or real property purchased for use in the Project and billed to the Owner shall become the property of the Owner, but may be utilized by CH2M HILL OMI at the Project site during the term of this Agreement.
- 3.2 The Owner shall be responsible to maintain and renew, with respect to all existing portions of the Project, any warranties, guarantees, easements, permits, authorizations and licenses that have been granted to the Owner, to the extent the maintenance thereof is not a responsibility of CH2M HILL OMI hereunder.
- 3.3 The Owner shall pay all costs associated with the occupancy or operation of the Project and the performance of the Services, including but not limited to, all utility costs, all property, franchise, or other taxes assessed against the Project, except to the extent CH2M HILL OMI shall be obligated to pay any such costs in

accordance with the law or the terms of this Agreement.

- 3.4 The Owner shall provide CH2M HILL OMI, within a reasonable time after request, any piece of Owner's heavy equipment that is readily available and not currently in use by the Owner so that CH2M HILL OMI may discharge its obligations under this Agreement in the most cost-effective manner.
- 3.5 The Owner shall provide all licenses and insurance for Owner supplied vehicles used in connection with the project.
- 3.6 The Owner shall provide for CH2M HILL OMI's use of all vehicles and equipment currently in use by CH2M HILL OMI at the Project, including the vehicles described in Appendix F.
- 3.7 The Owner agrees to not offer employment or other compensation to Project Management and Supervisory personnel of CH2M HILL OMI directly working on the Project for a period of two years (2) after the end date of this Agreement or said employees re-assignment from this Project.
- 3.8 B. Owner will provide to CH2M HILL OMI all data in Owner's possession relating to the Project. CH2M HILL OMI will reasonably rely upon the accuracy and completeness of the information provided by the Owner.

4. COMPENSATION AND PAYMENT

- 4.1 Compensation for the Services is described in Appendix E.

5. TERM

- 5.1 The initial term of this Agreement shall be for a period of five (5) calendar years commencing January 1, 2007, through December 30, 2012, notwithstanding the later date of execution of this Agreement. The compensation for the initial term of this Agreement as setout in Appendix E shall be paid retroactively to January 1, 2007. Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) calendar years each unless cancelled by either party not less than 120 days prior to expiration of the initial term, or any successive term, or under the provisions so established in Appendix E.
- 5.2 Either party may terminate this Agreement at any time for a material breach of this Agreement by the other party after giving written notice of the breach and allowing the other party a reasonable time to correct the breach. Excepting breaches by Owner for non-payment of CH2M HILL OMI's invoices in a timely manner, neither party shall terminate this agreement without giving the other party thirty (30) days' written notice of intent to terminate for failure of the other party to correct the breach within a reasonable time.

5.3 This Agreement may be terminated at anytime by mutual written agreement of the parties.

6. INDEMNITY AND LIABILITY

- 6.1 CH2M HILL OMI hereby agrees to indemnify and hold Owner harmless from any claim, cause of action, liability or damages for property damage or bodily injury, including death, which may arise from CH2M HILL OMI's negligent operations under this Agreement, or resulting from CH2M HILL OMI's breach of this Agreement, to the proportion such negligence or breach contributed to the damages, injury, or loss, whether such negligent operation or breach be by CH2M HILL OMI or by a subcontractor of CH2M HILL OMI.
- 6.2 Owner agrees to indemnify and hold CH2M HILL OMI harmless from any claim, cause of action, liability or damages asserted by any third party for property damage or bodily injury, including death, which may arise out of the ownership or operation of the Project, except to the proportionate extent caused by the negligence or willful misconduct of CH2M HILL OMI, its employees or its subcontractors or CH2M HILL OMI's breach of this Agreement.
- 6.3 It is understood and agreed that, in seeking the services of CH2M HILL OMI under this Agreement, Owner is requesting CH2M HILL OMI to undertake obligations for Owner's benefit involving the presence or potential presence of hazardous substances for which CH2M HILL OMI has special training, experience and expertise.. Therefore, Owner agrees to hold harmless, indemnify, and defend CH2M HILL OMI from and against any and all claims, losses, damages, liability, and costs including, but not limited to, costs of defense arising out of or in any way connected with the presence, discharge, release, or escape of contaminants of any kind asserted by a third party excepting only such liability as may arise as the result of the negligence or willful misconduct of CH2M HILL OMI, its employees or its subcontractors in the performance of services under this Agreement or results from CH2M HILL OMI's breach of the Agreement, or claims asserted by CH2M HILL OMI employees or their assigns.
- A. In no event shall either party, its subcontractors or their officers or employees be liable to the other for special, indirect or consequential damages, whether such liability arises in breach of contract or warranty, tort including negligence, strict or statutory liability, or any other cause of action.
- 6.5 CH2M HILL OMI's responsibility is to operate the certain aspects of the Project in compliance with current laws and regulations as may be amended from time to time, to the extent that such compliance is possible within the design and physical capacity of the Owner's facilities. It is not part of CH2M HILL OMI's scope of Services to test for or eliminate water borne bacteria or viruses, except as required by current laws and regulations as may be amended from time to time. Any

additional costs incurred due to compliance with changes in law after the execution of this Agreement shall be compensated to CH2M HILL OMI by Owner.

7. INSURANCE

7.1 CH2M HILL OMI shall provide the following insurance coverages throughout the term of this Agreement and all subsequent terms, and shall provide to Owner Certificates of Insurance demonstrating compliance with this provision:

7.1.1 Statutory Worker's Compensation and Employers Liability Insurance as required by the State of Kansas.

7.1.2 Comprehensive Automobile and Vehicle Liability Insurance with Three Million Dollars (\$3,000,000) combined single limits, covering claims for injuries to members of the public and/or damages to property of others arising from the use of CH2M HILL OMI owned or leased motor vehicles, including onsite and offsite operations.

7.1.3 Comprehensive Commercial General Liability Insurance with limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, covering claims for injuries to members of the public or damages to property of others arising out of any covered act or omission of CH2M HILL OMI or any of its employees, and subcontractors, or CH2M HILL OMI's provision of Services under this Agreement

7.2 Owner will maintain the following insurances throughout the term of this Agreement and all subsequent terms, and shall provide CH2M HILL OMI with Certificates of Insurance to demonstrate compliance with this provision:

7.2.1 Property Damage Insurance for all property including Owner supplied vehicles and equipment for the full fair market value of such property.

7.2.2 Liability Insurance for all motor vehicles and equipment provided by Owner and operated by CH2M HILL OMI under this Agreement.

7.3 Owner and CH2M HILL OMI will provide for a waiver of subrogation against the other as to all insurances required to be carried hereunder, and each party waives any claim against the other arising in contract or in tort which are covered by their respective insurance hereunder.

8. LABOR DISPUTES

8.1 In the event activities by Owner's employee groups or unions causes disruption in CH2M HILL OMI's ability to perform Services, Owner, with CH2M HILL OMI's assistance, or CH2M HILL OMI at its own option, may seek appropriate

injunctive court orders during any such disruption, CH2M HILL OMI shall operate the facilities on a best efforts basis until any such disruptions cease, but CH2M HILL OMI cannot assure compliance with all contract conditions.

9. FORCE MAJEURE

9.1 Neither party shall be liable for damages, delays, or failure to perform its obligations under this Agreement if performance is made impractical, abnormally difficult, or abnormally costly, as a result of any unforeseen occurrence, including but not limited to fire, flood, strike, acts of God, or other occurrences, beyond its reasonable control. The party invoking this Force Majeure clause shall notify the other party immediately by verbal communication and in writing of the nature and extent of the contingency within ten (10) working days after its occurrence, and shall take reasonable measures to mitigate any impact of Force Majeure.

9.2 In the case of Force Majeure events (including Acts of God), parties agree to share equally any Costs and expenses (including all overtime charges and additional equipment charges) in order to maintain the proper operation of the Project so that the effluent discharged from the facilities meets current permit specifications.

10. ACCESS TO FACILITIES AND PROPERTY

A. Owner will make its Project facilities accessible to CH2M HILL OMI as required for CH2M HILL OMI's performance of its Services, and will secure access to any other Owner property necessary for performance of CH2M HILL OMI's Services.

10.2 CH2M HILL OMI shall provide 24-hour per day access to Project for Owner's personnel. Visits may be made at any time by any of Owner's employees so designated by Owner's Representative. Keys for the Project shall be provided to Owner by CH2M HILL OMI. All visitors to the Project shall comply with CH2M HILL OMI's operating and safety procedures.

11. CHANGES

11.1 Owner and CH2M HILL OMI may from time to time during the term of this Agreement and all subsequent terms mutually make changes within the general Scope of Services of this Agreement. In the event of such changes the contract price and schedule for the remainder of the term will be equitably adjusted pursuant to a written Change Order, Modification or Amendment to the Agreement executed by both parties.

12. NO THIRD PARTY BENEFICIARIES

12.1 This Agreement and all subsequent terms gives no rights or benefits to anyone

other than Owner and CH2M HILL OMI and has no third party beneficiaries.

13. JURISDICTION

A. This Agreement and all subsequent terms shall be governed by and interpreted in accordance with the laws of the State of Kansas.

14. SEVERABILITY AND SURVIVAL

14.1 If any of the provisions contained in this Agreement or any subsequent Agreements are held for any reason to be invalid, illegal, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby.

15. FINES AND CIVIL PENALTIES

15.1 CH2M HILL OMI shall be liable for those fines or civil penalties, which may be imposed against either the Owner or CH2M HILL OMI by a regulatory agency or court for violations of the effluent quality requirements specified in Appendix C.1, that are a result of CH2M HILL OMI's negligent operation or breach of this Agreement. Owner will assist CH2M HILL OMI to contest any such fines in administrative proceedings and/or in court prior to any payment by CH2M HILL OMI. CH2M HILL OMI shall pay the costs of contesting any such fines.

16. AUTHORITY

16.1 Both parties represent and warrant to the other party that the execution delivery and performance of this Agreement has been duly authorized by the responsible parties thereof. Both parties warrant that all required approvals have been obtained and the executing party below has such authority to bind the party.

17. ENTIRE AGREEMENT

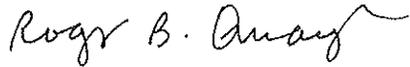
17.1 This Agreement, together with all Appendix attached to this Agreement, contains all representations and the entire understanding between the parties with respect to the subject matter of this Agreement. Any prior correspondence, memoranda, or agreements, whether or not such correspondence, memoranda or agreements are in conflict with this Agreement, are intended to be replaced in total by this Agreement and its Appendix. The parties mutually declare there are no oral understandings or promises not contained in the Agreement which contains the complete, integrated, and final agreement between the parties.

SIGNATURE PAGE FOLLOWS

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF DODGE CITY KANSAS

Authorized signature:



Name: Roger B. Quayle

Title: Senior Vice President

Date: 04/30/2007

Authorized signature:

Name:

Title:

Date: _____

Appendix A

DEFINITIONS

- A.1 “**Adequate Nutrients**” means plant influent nitrogen, phosphorous, and iron contents proportional to BOD₅ in the ratio of five (5) parts nitrogen, one (1) part phosphorous, and one-half (0.5) part iron for each one hundred (100) parts BOD₅.
- A.2 “**Base Fee**” means the compensation paid by Owner to CH2M HILL OMI for the base services defined in Appendix B of this Agreement for any year of the Agreement. The Base Fee is specified in Appendix E.1 and will be renegotiated annually. This compensation does not include payments for Requests by Owner that are incidental to or outside the Scope of Services, but does include the City funded repairs budget and the gypsum purchase and application budget.
- A.3 “**Biologically Toxic Substances**” means any substance or combination of substances contained in the plant influent in sufficiently high concentrations so as to interfere with the biological processes necessary for the removal of the organic and chemical constituents of the wastewater required to meet the discharge requirements of Owner’s NPDES permit. Biologically Toxic Substances include but are not limited to heavy metals, phenols, cyanides, pesticides, and herbicides.
- A.4 “**BOD**” means Biochemical oxygen demand.
- A.5 “**Capital Expenditures**” means any expenditures for (1) the purchase of new equipment or facility items that cost more than One Thousand Dollars (\$1,000.00); or (2) Major Repairs that significantly extend equipment or facility service life and cost more than One Thousand Dollars (\$1,000.00); or (3) expenditures that are planned, non-routine, and budgeted by Owner.
- A.6 “**Change in the Scope of Services**” means those events or services which either change the basis of cost or add additional scope to the services provided in this Agreement which are anticipated as long term events (greater than one year). Such events or services include but are not limited to, services and/or cost presently the responsibility of Owner, newly mandated regulatory requirements, construction and the impacts thereof, and changes in the Project(s) characteristics.
- A.7 “**Cost**” means the total of all costs determined on an accrual basis in accordance with Generally Accepted Accounting Principles (GAAP), including but not limited to direct labor, labor overhead, chemicals, materials, supplies, utilities, equipment, maintenance, repair, and outside services.
- A.8 “**Incidental Services**” means those services requested by Owner incidental to/or not

specifically identified or included in CH2M HILL OMI's Costs, but are related or similar in nature to the services contemplated under this Agreement, including but not limited to, services and/or cost for plant or facility upgrades, rate studies, short term construction and the impacts thereof, engineering studies, and other short term incidental projects.

- A.9 **“Major Repairs”** means those repairs performed by mutual agreement that significantly extend equipment or facility service life and cost more than One Thousand Dollars (\$1,000.00).
- A.10 **“Minor Repairs”** means those repairs which arise during normal operations and cost less than One Thousand Dollars (\$1,000.00) which will be provided by CH2M HILL OMI as part of Base Fee.
- A.11 **“Preventive Maintenance”** means the cost of those routine and/or repetitive activities required or recommended by the equipment or facility manufacturer or CH2M HILL OMI to maximize the service life of the equipment, sewer, vehicles, and facility, which will be provided by CH2M HILL OMI as part of Base Fee.
- A.12 **“Project”** means all equipment, vehicles, grounds, and facilities described herein and where appropriate, the operations, maintenance, and management of such, involved in the Owner's wastewater treatment and land application process. CH2M HILL OMI's responsibilities for operation, management and maintenance are related primarily to the wastewater treatment facilities and process, but also include other aspects of the total Project as indicated in the Scope of Services.
- A.13 **“Repairs Cost”** means the cost of those routine/non-repetitive activities and Major Repairs required for operational continuity, safety, and performance generally resulting from failure or to avert a failure of the equipment, sewer, vehicle, or facility or some component thereof.
- A.14 **“TSS”** means total suspended solids.

Appendix B

SCOPE OF SERVICES for PROJECT

CH2M HILL OMI, IN ADDITION TO SERVICES AND OBLIGATIONS SET FORTH IN THE BODY OF THIS AGREEMENT, CH2M HILL OMI SCOPE OF SERVICES SHALL INCLUDE:

B.1 GENERAL

- B.1.1 Alter as needed, the process, procedures and/or facilities to achieve the objectives of this Agreement; provided, however, that no alteration shall be without Owner's written approval if such alteration shall cost in excess of One Thousand Dollars (\$1,000.00).
- B.1.2 Provide appropriate staff during the normal work day so as to assure the efficient and uninterrupted operation of the Project 8 hours per day, 7 days per week, including staff response to emergency calls 24 hours per day, 7 days per week, within one (1) hour of its occurrence.
- B.1.3 Staff the Project with a sufficient number of properly trained and qualified employees who possess the managerial, administrative, technical skills, expertise, training and experience to perform the Services specified in this Agreement, and where appropriate, the certification requirements mandated by State and/or Federal governmental regulatory agencies.
- B.1.4 Payment of all Cost incurred in normal Project operations of the wastewater treatment aspect of the Project except as specifically provided otherwise in this Agreement.
- B.1.5 Without limiting the generality of the foregoing, to maintain the following specific aspects of Project:
 - B.1.5.1 Maintain all facilities, equipment and structures for which it has responsibility under this Agreement in a clean, neat, and orderly fashion including painting and Minor Repairs as needed.
 - B.1.5.2 Perform Major Repairs subject to the provisions of Appendix E.1.4.
 - B.1.5.3 Perform administrative and laboratory work involved in preparing billing for National Beef Inc. and submit the same to City.
 - B.1.5.4 Operate and maintain 10 lift stations and 8 grinder pump stations located throughout the City.

- B.1.5.5 Clean (pig) the three 15 inch and one 20 inch force mains from the Primary Pump Station to the reservoirs semi-annually.
- B.1.5.6 Inspect and perform preventive maintenance for all aspects of the Project for which it has responsibility under this Agreement, including but not limited to the 55 air-vac stations located on the force mains as needed, but at least semi-annually, or as otherwise recommended by manufacturer.
- B.1.5.7 Perform all mowing and grounds upkeep at the Primary and Booster Pump Stations, lift stations, North and South reservoirs, and air-vac stations.
- B.1.5.8 Maintain all irrigation pipelines from the reservoirs up to and including screening units located at the center pivots of irrigation systems utilized in the land application aspects of the Project.
- B.1.5.9 Operate and maintain all equipment at the Primary and Booster pump stations.
- B.1.5.10 Operate and maintain all equipment at the reservoirs including making any Minor Repairs to the floating covers on the odor control system.
- B.1.5.11 Inspect and report any abnormalities on the City owned water wells and chlorine facility located outside the city limits of Dodge City on weekends and holidays.
- B.1.6 Place, at each permanently staffed Project facility, a copy of CH2M HILL OMI's Corporate Safety Program and provide all employees training specific to this Program. The cost of any Capital Improvement required at the Project to bring the facilities within OSHA compliance at commencement of services will be paid by the Owner. Any changes in OSHA regulations requiring subsequent improvements to the facilities will be an out-of-scope event subject to compensation changes.
- B.1.8 Provide job related training for personnel in the areas including but not limited to operation, quality, maintenance, safety, supervisory skills, laboratory, and energy management. All such training shall be fully documented. Where employees are required by law or regulation to hold current licenses, certificates or authority to perform the work required of their respective positions, CH2M HILL OMI shall provide the training and a reasonable time frame for the employee to qualify for such certificate, license or authority.
- B.1.9 CH2M HILL OMI shall comply with all State and Federal Laws with regard to affirmative action provisions for minority hiring as well as all federal or state non-

discrimination laws.

B.2 WASTEWATER TREATMENT PLANT

- B.2.1 Within the design capacity and capability of the Wastewater Treatment Plant (Plant), manage, operate, and maintain the Plant so that effluent discharged from the Plant meets the requirements specified in NPDES permit No. M-UA11-NO01 (copy attached), except only if one or more of the following occurs: (1) Plant influent does not contain Adequate Nutrients to support operation of the Plant's biological processes and/or contains Biologically Toxic Substances that cannot be removed by the existing process(es) and facilities; (2) dischargers into Owner's sewer system violate any or all regulations as stated in the applicable Sewer Ordinance and, (3) the flow, influent biochemical demand (BOD₅) and/or total suspended solids (TSS) exceeds the Plant's design parameters; in which case Appendix C, Section 1.2 specifies responsibilities and remedies.
- B.2.2 Operate the facilities in a manner such that odor and noise are minimized within the design capacity and capabilities of the facilities. The cost of any upgrades or modifications to the facility above its design capacity and specifications to accomplish this will be treated as a Capital Improvement.
- B.2.3 Prepare and submit to Owner for transmittal to appropriate agencies, all required regulatory reports pertaining to operation and maintenance of the Project. CH2M HILL OMI shall comply with all current local, State and Federal notices and reporting requirements, regarding violations, upsets, excursions, or emergencies related to the Project and take appropriate remedial actions.
- B.2.4 As long as land application is used as the method for disposal of biosolids from the wastewater treatment Plant, CH2M HILL OMI shall comply with the State and Federal 40 CFR 503 regulations and any other regulations including but not limited to any county or city codes, applicable to such disposal process. CH2M HILL OMI shall assist Owner in securing all permits and land use agreements, perform soils and biosolids testing, report the volume and quantity of biosolids land applied and shall acquire and apply as part of its Base Fee charges an adequate supply of gypsum and manage the application thereof.
- B.2.5 Provide computerized maintenance, process control and laboratory management systems for the Project. Owner shall have the right to inspect these records during normal business hours. The maintenance program will include documentation of spare parts inventory. This system shall be capable of providing historical data.
- B.2.6 Where applicable, monitor and report the volume and nature of septic tank hauler discharges and prepare billings therefore and submit to Owner.
- B.2.7 Perform all laboratory testing and sampling currently required by the NPDES permit. Additional laboratory testing and sampling requested by the Owner will

be provided on a fee per test basis to be determined at the time of the request.

- B.2.8 Provide and document all Preventive Maintenance for the Plant and other aspects of the Project for which it is responsible under the Scope of Services. Owner shall have the right to inspect maintenance work and records during normal business hours.
- B.2.9 Provide and document repairs for the aspects of the Project for which it has responsibility under the Scope of Services. The Repairs Limit described in Appendix E shall not include the salary cost of CH2M HILL OMI's onsite personnel assigned to the Project making such repair, which salary cost is part of the Base Fee. However, due to the size, complexity, technical nature, or timing for completion of such repairs, CH2M HILL OMI may with Owner's consent subcontract or provide CH2M HILL OMI personnel outside of the Project to make such repairs and charge such services to the Repairs budget. CH2M HILL OMI will provide Owner with a monthly report of expenditures for Repairs.

Appendix C

CAPACITY
and
CHARACTERISTICS

C.1 CAPACITY AND CHARACTERISTICS OF WASTEWATER TREATMENT PLANT(S)

C.1.1 Wastewater Treatment Plant Design Capacities/ described as follows :

<u>Parameter</u>	<u>Plant No. 1</u>
Flow, million gals/day	7.2
BOD ₅ , pounds per day	103,010
TSS, pounds per day	86,010
Daily Peaking Factor	_____

All parameters shall be based on the design average dry weather flow with the Daily Peaking Factor being the multiplier applied to the design average dry weather flow.

C.1.2 In the event any one of the Project influent characteristics, suspended solids, BOD₅, or flow, exceeds the design parameters stated above, CH2M HILL OMI shall return the plant effluent to the characteristics required by the NPDES permit in accordance with the following schedule after Project influent characteristics return to within design parameters:

<u>Characteristics Exceeding Design Parameters By</u>	<u>Recovery Period Maximum</u>
10% or Less	5 days
Above 10% Less than 20%	10 days
20% and Above	30 days

Notwithstanding the above schedule, if the failure to meet effluent quality limitations is caused by the presence of Biologically Toxic Substances or the lack of Adequate Nutrients in the influent, then CH2M HILL OMI will have a thirty (30) day recovery period after the influent is free from said substances or contains Adequate Nutrients.

C.1.3 CH2M HILL OMI shall not be responsible for fines or legal action as a result of discharge violations within the period that influent exceeds design parameters, does not contain Adequate Nutrients, contains Biologically Toxic Substances, and the subsequent recovery period.

C.1.4 The estimated Cost for Services under this specification is based on the following Project characteristics:

<u>Parameter</u>	<u>Plant No. 1</u>
Flow, million gals/day	N/A
BOD ₅ , pounds per day	N/A
TSS, pounds per day	N/A

The above characteristics are the actual twelve (12) month averages prior to the date Services are first provided under this Agreement. An increase of five percent (5%) or more in any of these characteristics during the term of this Agreement, shall constitute a change in scope of Services.

Appendix D

LOCATION AND DESCRIPTION OF PROJECT

WASTEWATER TREATMENT PLANT

CH2M HILL OMI agrees to provide the Services necessary for the operation, maintenance, and management of the facilities described herein as part of the Project:

- D.1 All equipment, grounds, and facilities now existing within the current property boundaries of or being used as part of the operation of Owner's Wastewater Treatment Plant located at in Section 23, Township 28s, Range 25W Ford County, Kansas, including but not limited to all waste water irrigation lines to the center pivot or discharge site.
- D.2 All equipment, grounds, and facilities now existing and being used as part of the operation of Owner's Water Treatment Plant including but not limited to Primary and Booster Pump Stations, lift stations located throughout the City, and wastewater transportation lines from the City to the Wastewater Treatment Plant.

Appendix E

COMPENSATION, PAYMENT AND BASE FEE ADJUSTMENT PROCEDURES

E.1 COMPENSATION

E.1.1 Owner shall pay to OMI as compensation for Services performed under this Agreement a Base Fee of One Million Nine Thousand Nine Hundred Forty-one) Dollars (\$1,009,941.00) for the 2007 calendar year of the initial term of this Agreement. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

E.1.2 Changes in the Base Fee shall be negotiated annually, preferably at least three (3) months prior to the expiration of the calendar year of the then current term. Base Fee adjustments shall be negotiated based on increases or decreases in Labor & Benefits, Chemicals, Sludge Hauling, Repairs, modifications in the Scope of Services and Other Direct Costs to CH2M HILL OMI. The parties agree that good faith negotiations resulting in mutual Agreement is the preferred methodology to be used to determine changes in the Base Fee and other contract provisions. So long as there is no change in the Agreement Scope of Services, and in the event that Owner and CH2M HILL OMI fail to agree on a Base Fee for the new calendar before the start of the new calendar year of the current term (the "Extended Year"), then the Base Fee for the Extended Year shall be the amount as determined by the application of the Base Fee adjustment formula shown in Appendix E.3, or the amount of the current Base Fee increased by three and half percent (3 1/2%), whichever amount is less. The parties agree to continue negotiations during the Extended Year. Absent a mutual agreement during the Extended Year either party may declare its intent to terminate the Agreement at the end of the Extended Year by providing written notice of such termination to the other at least 6 months prior to the expiration of the Extended Year. In the event such notice is timely provided and absent mutual written agreement to the contrary, upon the expiration of the Extended Year the Agreement shall terminate and both parties shall be released from any further contract

responsibilities thereunder. In the event no mutual agreement is reached during the Extended Year and neither party has provided notice of the intent to terminate as provided above, then upon the expiration of the Extended Year, the Extended Year shall automatically continue (the "Extended Period") under the same terms and condition as the original Extended Year, with the Base Fee for the Extended Period being the amount as determined by the application of the Base Fee adjustment formula shown in Appendix E.3, or the amount of the Extended Year Base Fee increased by three and half percent (3 1/2%), whichever amount is less, until such time as the parties reach an agreement or either party provides to the other written notice of intent to terminate the Agreement upon the expiration of 6 months from the date of said notice. In the event the parties reach an agreement anytime during the Extended Year or the Extended Period, CH2M HILL OMI shall issue an invoice retroactively adjusting the agreed upon Base Fee amount for the entire Extended Year and Extended Period, unless such agreement provides otherwise.

- E.1.3 Notwithstanding the provisions of E.1.2 above to the contrary, at any time during the calendar year the parties reach a written agreement, establishing a Base Fee different than that established under the provisions of E.1.2 the Base Fee so agreed to shall be retroactive to the beginning of the current calendar year.
- E.1.4 The total amount OMI shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000.00) for the calendar year January 1, 2007 to December 31, 2007. OMI shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay OMI for all monies in excess of such limit. OMI will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.
- E.1.5 The total amount OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of \$150,000 during year January 1, 2007 to December 31, 2007. OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. OMI

shall within 60 days following the expiration of calendar year provide Owner with an invoice for any Repair Cost over the annual Repairs Limit, and Owner shall pay OMI for all Repair Cost in excess of such limit. OMI will rebate to Owner the entire amount that actual Repair Cost are less than the annual Repairs Limit during the calendar year.

E.1.6 The Gypsum Limit and Repairs Limit shall be negotiated each calendar year. Should Owner and OMI fail to agree, the Gypsum Limit and Repairs Limit will be determined by the prior years actual direct Gypsum and Repairs Cost.

E.1.7 Services that are provided by OMI at the request of Owner that are outside or beyond the Scope of Services shall, absent mutual written agreement to the contrary, be invoiced to Owner at OMI's Cost plus ten percent (10%).

E.1.8 In the event of a material change in the Scope of Services provided by OMI occurs as a result of a request by Owner or such required by a regulatory agency, Owner and OMI will negotiate an appropriate adjustment in Base Fee.

E.2 PAYMENT OF COMPENSATION

E.2.1 One-twelfth (1/12) of the calendar year Base Fee shall be due and payable on the first of the month.

E.2.2 All other compensation owing to OMI is due on receipt of OMI's invoice and payable within fifteen (15) days.

E.2.3 Any monies due to Owner due to rebate reconciliations will be due and payable within sixty (60) days after the end of each calendar year.

E.2.4 Both parties shall pay interest at an annual rate equal to Wells Fargo Bank, N.A.'s prime rate plus one and one-half percent (1-1/2%) (said amount of interest not to exceed any limitation provided by law) on payments not paid and received within fifteen (15) calendar days, of the due date such interest being calculated from the due date of the payment.

E.3 BASE FEE ADJUSTMENT FORMULA

$$ABF = BF \times AF$$

Where:

BF = Base Fee specified in Article E.1.1

ABF = Adjusted Base Fee

AF = Adjustment Factor as determined by the formula:

$$AF = [((E-E_0)/E_0) .5 + ((C-C_0)/C_0) .5] + .02 + 1.0$$

E_0 = ECI for Compensation for Civilians Workers, Not Seasonally Adjusted (Employment Cost Index) for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report, which is the month of June.

E = ECI for Compensation for Civilians Workers, Not Seasonally Adjusted (Employment Cost Index) for the month that is six (6) months prior to the beginning of the period for which an ABF is being calculated as published by U.S. Department of Labor, Bureau of Labor Statistics in the Detailed Report, which is the month of June.

C_0 = C_0 = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month that is eighteen (18) months prior to the beginning of the period for which an ABF is being calculated, which is the month of June.

C = Consumer Price Index for all urban consumers as published by U.S. Department of Labor, Bureau of Labor Statistics in the CPI Detailed Report for the month that is six (6) months prior to the beginning of the period for which an Adjusted Base Fee is being calculated, which is the month of June.

Appendix F

(Description of Owner Vehicles Provided)

Make	Model	Year
International	Boom/Dump Truck	1981
International	Camel Truck	1992

Appendix G

30-DAY CHEMICAL INVENTORY

N/A

Memorandum

To: City Commission
Jeff Pederson, City Manager
From: Mike Klein, Director of Administration *MK*
Date: Wednesday, May 16, 2007
Subject: Bids: Utility Vehicles
2007 Budget Fund & Amount
MERF \$ 22,000.00

Three bids were received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for three Utility Vehicles. Two of these vehicles will be utilized by the Golf Course and one will be utilized by the Zoo Division.

The bids received are as follows:

Kan-Equip, Dodge City, KS

Land Pride 4210	\$ 7,826.00 ea. X3	Total Bid	\$ 23,478.00
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Unruh Foster, Dodge City, KS

John Deere Gator TX	\$ 8,174.00 ea. X3	Total Bid	\$ 24,522.00
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White-Star Machinery, Garden City, KS

Bobcat 2200	\$ 8,713.77 ea. X3	Total Bid	\$ 26,141.31
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Based on the bids received, Staff would recommend purchasing the three Utility Vehicles from Kan-Equip of Dodge City for a total bid of \$ 23,478.00. This bid is \$ 1,478.00 over budget, funds are available in the MERF Fund to cover the difference.

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

MK/bjs

Memorandum

To: Jeff Pederson, City Manager
City Commission

From: Mike Klein, Director of Administration *MJK*

Date: Wednesday, May 16, 2007

Subject: Bids: Skid Steer/All Wheel Steer Loader
And Trailer
2007 Budget Fund & Amount
MERF \$ 47,000.00

Two bids were received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for one skid steer/all wheel steer loader with bucket, blade and trailer. This unit will be utilized at the Park Department for snow removal, park maintenance, planting trees and loading and off loading equipment. The new unit will be replacing a 773 Bobcat which will be transferred to the Golf Division.

The bid received is as follows:

White Star Machinery, Garden City, KS

Bobcat A300	\$ 37,772.76
Attachments	
Bucket	\$ 892.67
Blade	\$ 1,788.70
Sub Total	\$ 40,454.13
Belshe Trailer	\$ 4,950.00
Total	\$ 45,404.13

B & S Trailer Sales, Dodge City, KS

Neal Trailer Only	\$ 3,750.00
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Based on the bids received, staff would recommend accepting the bid from White Star Machinery, of Garden City, KS, for a total bid of \$40,454.13 for the Bobcat A300, Bucket and Blade.

Staff would recommend accepting the bid from B & S Trailer Sales of Dodge City for the Neal Trailer in the amount of \$3,750.00. Total purchase, \$ 44,204.13, this is \$2,795.87 under budget.

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

Memorandum

*To: Jeff Pederson, City Manager
City Commission*

From: Mike Klein, Director of Administration MK

Date: Tuesday, May 15, 2007

*Subject: Bids: Fork Lift
2007 Budget Fund & Amount
Sanitation Fund \$ 22,000.00*

One bid was received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for one fork lift. This unit will be utilized at the CREW facility, moving recycle bins and recyclable materials. The new unit will be replacing a 1985 Yale fork lift which will be transferred to the airport for the remainder of its days until it is sold at the surplus auction.

The bid received is as follows

Kansas Fork Lift, Wichita, KS

2007 Nissan 30LV	Total Bid	\$ 21,995.00
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Based on the bid received, staff would recommend accepting the bid from Kansas Fork Lift of Wichita, Kansas for a total bid of \$ 21,995.00.

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

Memorandum

*To: Jeff Pederson, City Manager
City Commission*

From: Mike Klein, Director of Administration MK

Date: Tuesday, May 15, 2007

*Subject: Bids: Backhoe
2007 Budget Fund and Amount
MERF \$ 70,000.00*

Two bids were received and opened on Tuesday, May 15, 2007, for a backhoe to be utilized by the Street Division. At the current time the Street Department utilizes a 2000 New Holland backhoe which will be rotated to the Wastewater Treatment Division to replace their 1978 John Deere backhoe. The 1978 unit will be disposed of at next year's surplus auction.

The bids received are as follows:

Murphy Tractor, Dodge City, KS John Deere 310 SJ	\$ 69,952.00
Foley Equipment, Dodge City, KS Caterpillar 420E	\$ 80,731.97

Based on the bids received staff is recommending accepting the bid from Murphy Tractor of Dodge City for a total bid of \$ 69,952.00 for a John Deere 310 SJ Backhoe.

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

MK/bjs

Memorandum

*To: Jeff Pederson, City Manager
City Commission*

From: Mike Klein, Director of Administration MK

Date: Tuesday, May 15, 2007

*Subject: Bid: Utility Tractor
2007 Budget Fund & Amount
Wastewater Fund \$ 45,000.00*

One bid was received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for one Utility Tractor to be utilized by the Wastewater Treatment plant for mowing operations. The new unit will be replacing a 1964 International Tractor that was sold at the May 12 surplus auction for \$3200.00.

The bid received is as follows

Unruh Foster, Inc. Dodge City, KS

John Deere 5425	Total Bid	\$ 40,050.00
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Based on the bid received, staff would recommend accepting the bid from Unruh Foster, Inc. Dodge City, Kansas for a total bid of \$ 40,050.00. This purchase is \$ 4,950.00 under budget.

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

Memorandum

*To: City Commission
Jeff Pederson, City Manager*
From: Mike Klein, Director of Administration ^{MK}
Date: Wednesday, May 16, 2007
*Subject: Bids: 2007 ¾ Ton 4 x 4 Pickup, w/Snow
Prep Package
2007 Budget Fund & Amount
MERF \$ 28,000.00*

Two bids were received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for a ¾ Ton 4 x 4 Pickup, w/Snow Plow Prep package. This vehicle will be utilized by the Cemetery for maintenance activities and snow removal. The new unit will be replacing a 2000 Dodge 4x4 which will be transferred to the Park Department.

The bids received are as follows:

Frontier Ford, Dodge City, KS

Ford F-250 4x4	Total Bid	\$ 20,624.00
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Magouirk Chevrolet, Dodge City, KS

Chevrolet 2500	Total Bid	\$ 23,275.00
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Based on the bids received, Staff would recommend purchasing the ¾ Ton 4 x 4 Pickup, w/Snow Prep Package from Frontier Ford of Dodge City for a bid price of \$20,624.00. This purchase is \$ 7,376.00 under budget.

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

MK/bjs

Memorandum

To: *Jeff Pederson, City Manager*
City Commission
From: *Mike Klein, Director of Administration MK*
Date: *Wednesday, May 16, 2007*
Subject: *Bid: One Ton Truck w/Utility Box and*
Tommy Gate Lift
2007 Budget Fund & Amount
MERF \$ 45,000.00

One bid was received and opened on Tuesday, May 15, 2007, at 2:00 p.m. for a One Ton Truck with Utility Box and Tommy Gate Lift. This unit will be utilized by Street Department for maintenance of street markings and sign installation. The new unit will be replacing a 2001 Ford F-350 which will be used by the Street Maintenance Division and we will dispose of a 1992 Dodge with utility box and gate lift at the next surplus auction.

The bid received is as follows:

Frontier Ford, Dodge City, KS

Ford F-350, Utility Box and Gate Lift	Total Bid	\$ 41,377.00
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Based on the bid received, Staff would recommend purchasing of the One Ton Truck w/Utility Box and Tommy Gate Lift from Frontier Ford of Dodge City for a total bid of \$ 41,377.00. This purchase is \$3,623.00 under budget.

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

MK/bjs

Memorandum

To: *Jeff Pederson, City Manager*
City Commission

From: *Mike Klein, Director of Administration* *mk*

Date: *Tuesday, May 15, 2007*

Subject: *Bids: Crack Sealer Melter*
2007 Budget Fund and Amount
MERF \$ 35,000.00

Two bids were received and opened on Tuesday, May 15, 2007 for a crack sealer a/k/a 125 Gallon Melter Applicator with On Demand features. This unit will be utilized by the Street Department to seal cracks in our asphalt streets that need periodic repair and maintenance. The new unit will be replacing a 1991 Crafcro 200D Melter with 3,683 hours. Staff is recommending using this unit as a trade in.

The bids received are as follows:

Paving Maintenance Supply, Wichita, KS

Crafcro Super Shot 125	Total	\$ 34,498.00
	Less Trade In	- 1,000.00
	Total Bid	\$ 33,498.00

Cummings, McGowan & West, St. Louis, MO

Cimline Matrix 1500	Total	\$ 29,020.00
	Less Trade In	- 2,500.00
Total Bid	Total Bid	\$ 26,520.00

(Unit does not meet specification, engine, trailer capacity, expansion tank, hydraulic pump)

Based on the bids received, staff recommends accepting the bid from Paving Maintenance Supply of Wichita, Kansas, for a total bid of \$ 33,498.00. This purchase is \$ 1,502.00 under budget.

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

MDK/bjs



City of Dodge City

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

Memorandum

To: City Commissioners
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 16, 2007
Subject: Debris Reduction Bids

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

Bids were opened on Tuesday, May 15th for grinding and reduction of the brush pile associated with the ice storm that occurred at the beginning of the year. Attached with this memo is a tabulation of bids received.

At the time of the ice storm, all of the limbs and branches that fell from the ice accumulation were staged at Wright Park in the old McCarty Stadium area. A small portion of the debris was hauled to the county landfill but once a federal disaster declaration was made, it was decided to leave the debris in place and use federal funds to deal with the problem.

In the base bid, contractors were asked to provide a cost to reduce the volume of the debris pile using a single pass through a tub grinder or equivalent chipper. After the pile is reduced, the City would then contract with a hauler to load and haul the chipped material to the landfill.

An alternate bid was requested for a second pass through the grinder. Under this scenario, the chipped material would be a sufficient quality to use for mulching and instead of disposing of the material, it would be retained for city use and made available to the public for their private use.

The low bid was provided by Arbor Master Tree Service in the amount of \$34,000 for single pass chipping. The alternate bid for the second pass grinding was an additional \$14,450 for a total of \$48,450.

Staff recommends accepting the bid and alternate for double chipping from Arbor Masters for a total of \$48,450 and authorizing staff to enter into contract for the work. If the material is only single chipped, the additional cost to haul and dispose of the material is an added \$72,000. We believe between the City and public use, the majority of the chipped product can be utilized making the double chip process more economical.

Because this is a disaster related project, FEMA will reimburse the City 75 percent of the cost. Additionally, the State should reimburse us an additional 10 percent leaving the City's direct cost at \$7,267. Those funds can come from previous FEMA reimbursements that were made for our overtime charges and use of City equipment related to this disaster.

If there are any questions, I will be happy to answer them or provide additional information if necessary.

Dodge City Parks & Recreation Debris Grinding and Reduction

May 15, 2007

Bidder	Base Bid	Alt. Bid 1	Addendum	Bid Bond
Quality Timber Products	44,000	33,000	n/a	No
Arensman Services	90,000	255,000	n/a	Yes
Arbor Master Tree & Landscape	34,000	14,450	n/a	Yes



City of Dodge City

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

Memorandum

To: City Commissioners
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 16, 2007
Subject: Hoover Ceiling Tile

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

Bids were opened on Tuesday, May 15th for installation of a suspended ceiling system for the main hall at Hoover Pavilion. A bid tabulation is attached with this memo.

This project installs a new suspended ceiling system at Hoover using a decorative tin look tile. City construction crews have framed and trimmed soffit areas throughout the main hall and the ceiling contractor will now install the suspended system in recessed areas created by the soffits. He is also required to paint the tiles prior to installation to coordinate with the facilities color scheme.

One bid was received for this work from LR Lee Contracting of Dodge City in the amount of \$18,925.00. Staff's original estimate for the work was \$15,500 which did not include painting the tiles. After considering the logistics of painting the tiles and having a second party doing the installation, it was decided it would be less problematic to have a single source responsible for all the work. With that fact considered, the bid provided is in line with the original estimate.

Funds are available in the CIP for this work as part of the Hoover Renovation project. To date, project costs are on target with the original estimates and other than a structural issue involving the roof trusses, no significant surprises have occurred. The only remaining components of the project still to be bid include staining of the new concrete floor and installing a epoxy floor system in the service area.

Staff recommends accepting the bid of LR Lee Contracting in the amount of \$18,925 and authorizing staff to enter into contract for the work. If there are any questions, I will be happy to answer them or provide additional information if requested.

Dodge City Parks & Recreation Hoover Acoustical Grid Ceiling

May 15, 2007

Bidder	Base Bid	Addendum	Bid Bond
LR Lee Contracting	\$18,925.00	n/a	Yes

City of Dodge City

Memorandum

To: Jeff Pederson
City Manager

From: Ray Slattery, P.E.
City Engineer

Date: May 15, 2007

Subject: Annual Street Program

Below please find my recommendations for the 2007 Street Program. Due to the fact that the City is in the middle of reconstructing and/or designing for reconstruction of several of the City's Arterial Streets, a majority of this year's program will focus on finalizing the funding of these projects. There is a small amount of money allocated on maintaining and/or reconstructing our residential asphalt streets and repair of other streets.

This year's program will basically consist of the following projects; funding the remaining monies needed for Phase II of Wyatt Earp Reconstruction, Additional funds needed for the 14th Ave. Reconstruction Project since the addition of the fifth lane, Construction of 6th Ave. north of Ross Blvd., and Payment to KDOT for the City's share of the North 14th Ave. Reconstruction. The Asphalt Program will consist of Chip Sealing residential streets and Residential Asphalt Street Reconstruction. There will also be some smaller maintenance projects; the Sidewalk Cost Share Program, Sidewalk Repair, Concrete Street Repairs, and Traffic Signal Improvements.

A majority of the funding for this year's projects will need to come from General Obligation Bonds, a small amount will be from the Special Street Fund. See the attached Project Listing/Funding for the exact amounts.

The following is a list of the proposed projects for this year.

- Wyatt Earp Reconstruction, Phase II** **\$5,000,000**
Although there has been a significant amount of money from KDOT and FHA, there is a shortfall of about \$5 million that will be the City's responsibility. This dollar amount should cover all the anticipated costs, i.e. right-of-way acquisition, razing any buildings (if needed), construction, engineering, and contingencies. Attached is an outline of the anticipated costs of Phase II along with the costs of Phase I.

2. **14th Ave. Reconstruction, Comanche St to US 50 \$2,900,000**
 This additional money along with what was bonded for in 2005 should cover the anticipated cost of this project. With the addition of the fifth lane additional money was needed.

3. **14th Ave. Reconstruction, Ross Blvd. to Iron Rd. \$ 200,000**
 This is the City's share for this project that is a partnership between KDOT which is responsible for 80% and the City and Ford County funding 10% each of the project.

4. **6th Ave. Construction, Ross Blvd. to Iron Rd. \$1,500,000**
 The design for this project has been completed. Construction Easements need to be acquired before this project can be let. This project will connect the residential streets of a new sub-division north of Ross Blvd. to 6th Ave. It will also provide an additional entrance/exit into Legend's Park. A majority of the project costs will be special assessed to the adjacent property owners. The City will be responsible for additional cost for the extra width and construction with concrete.

5. **2007 ASPHALT STREET SEALING PROGRAM \$ 400,000**
 This is the 5th year of the Sealing Program. The 2007 phase of the Street Sealing Program will encompass all residential Streets between Comanche St. and US 50 from Avenue A to Avenue P. See the attached map of streets proposed for sealing.

6. **2007 ASPHALT STREET RECONSTRUCTION \$ 360,000**
 This project consists of reconstructing residential asphalt streets. The process used is removing the existing asphalt pavement and replacing it with 6" of new asphalt pavement over paving fabric and a treated sub-grade. Some curb and gutter will be replaced, if needed, but a majority of the curb and gutter will remain.

The streets proposed for reconstruction are shown in the following table:

Street	From	To
Melencamp Ave.	Country Acres Dr.	North End Park
Windsong Way	Elbow Bend	Circle Lake Dr.
Elbow Bend	Circle Lake Dr.	Ave. P

7. **2007 Sidewalk Program \$ 50,000**

This money would be split between the Cost Share Program and sidewalk replacement on or near city owned property.

8. Concrete Street Repairs \$ 75,000

This money will be allocated for contractor work for concrete street repair around town.

**9. TRAFFIC SIGNAL LOOP \$ 15,000
SIGNAL CAMERA IMPROVEMENTS**

The City Electrician will prioritize which intersections around town are in need of updating or major maintenance. It is our goal to install traffic control cameras on at least one intersection a year.

10. 6th Ave. Reconstruction, Phase I; Plains St. to Ross Blvd. \$ 385,000

This project would replace the existing asphalt pavement that is starting to fail with concrete from Plains St. to Ross Blvd., adjacent to the new elementary school that is proposed. After Phase I is completed 6th Ave. would be stripped as a four lane to handle the higher traffic because of the new school. Next year, Phase II would be constructed, Frontview Rd. to Plains St. Phase I of this project could be delayed until next year and combined with Phase II so that the entire roadway could be reconstructed at the same time. I just think it is important to have this roadway reconstructed before the new school opens, because I believe the construction traffic for the school will cause many maintenance issues for this section of 6th Ave.

TOTAL \$ 10,885,000

This is my recommendation for the 2007 Street Program. As always, Staff would be happy to make any additions or deletions to the program that you or the commission desire.

For your information, the two Asphalt project are completed and are waiting to be bid as soon as funding is secured. On the City let projects we have given the Contractor a "to be finished" date instead of a "start date", we are hoping this will result in better bids on our behalf.

If you have any comments or questions, please let me know.

West Wyatt Earp Blvd. Funding & Expenses

Secured Funding

Source	\$ Amount
2005 GOB	\$ 3,750,000.00
HPP Funds	\$ 3,500,000.00
City's HPP Match	\$ 875,000.00 See Note A
TCSP Funds	\$ 800,000.00
City's TCSP Match	\$ 200,000.00 See Note A
KDOT - Phase I	\$ 300,000.00 (Preliminary Engineering)
KDOT - Phase I	\$ 3,750,000.00 See Note B
	\$ 13,175,000.00

NOTE A - City's Match is planned for, but not yet secured.

NOTE B - Funds from KDOT Phase I	\$ 2,850,000.00	Turn back Maintenance Payment
	\$ 700,000.00	Bridge Replacement Funds
	\$ 500,000.00	Funds from Sen. Roberts
	\$ (300,000.00)	Payment received for Preliminary Engineering
	\$ 3,750,000.00	

FUNDING STILL NEEDED:

EXPENSES	\$ 16,996,430.97
FUNDS	\$ 13,175,000.00
	\$ 3,821,430.97 Still Needed
plus	\$ 1,075,000.00 City's Match for HPP & TCSP
GOB AMOUNT	\$ 4,896,430.97

2007 GOB AMOUNT \$ 5,000,000.00

Expenses - Phase I

Source	\$ Amount
Adams & Jones	\$ 28,857.51
Dobson Bros.	\$ 5,224,305.48
Change Orders to Date	\$ 11,088.51
Future Change Orders	\$ 522,430.55
G & G Dozer	\$ 57,483.00
LAI	\$ 200,278.00
OCI	\$ 4,800.00
Safety-Kleen	\$ 8,890.00
Terracon	\$ 9,600.00
Railroad Fee	\$ 1,000.00
R/W Acquisition	\$ 2,649,496.24
CF&S	\$ 1,232,160.00
	\$ 9,950,389.29

Expenses - Phase II

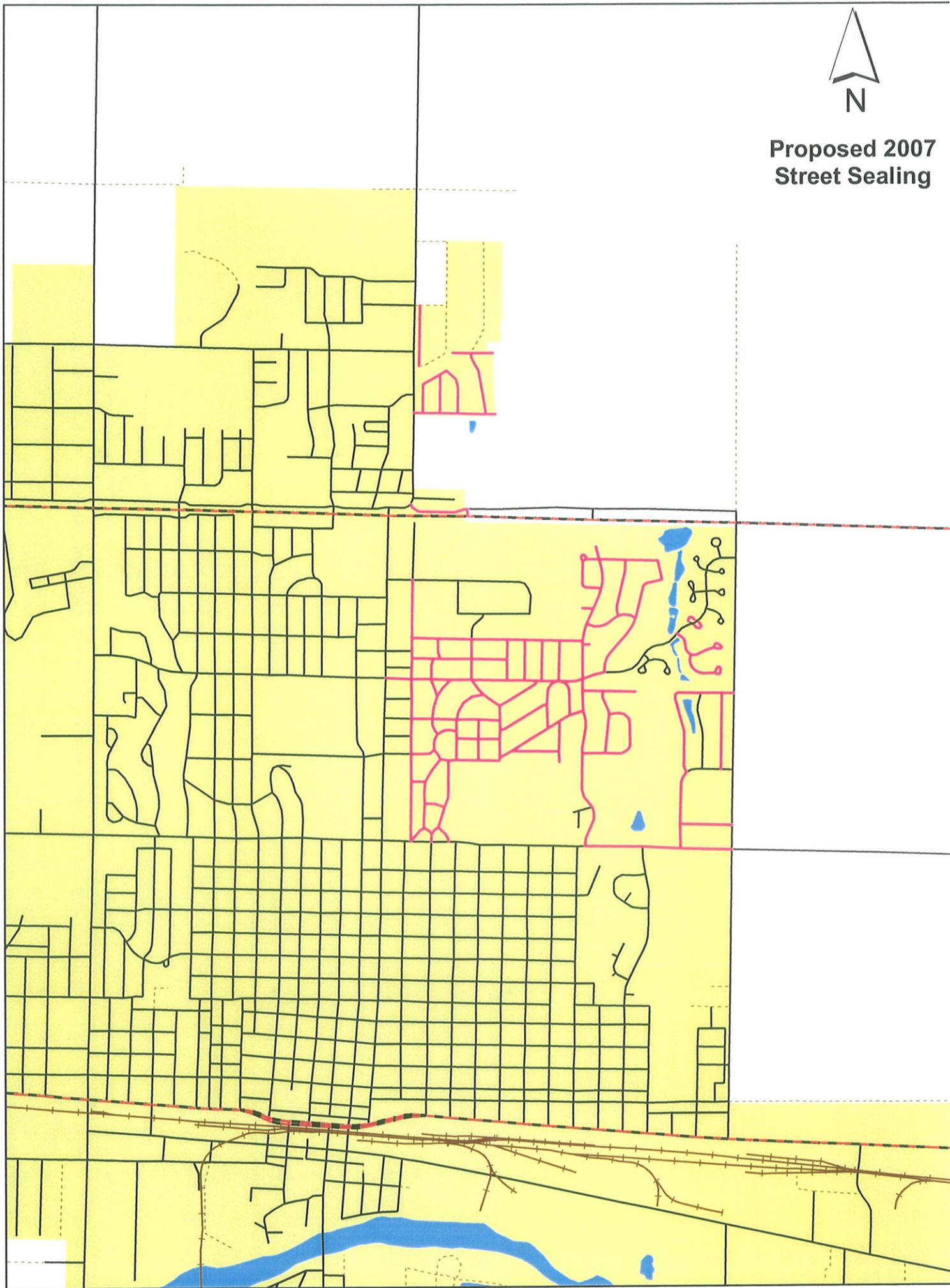
Source	\$ Amount
Adams & Jones	\$ 25,000.00
Contractor	\$ 4,250,000.00
Estimated Change Orders (12%)	\$ 510,000.00
Demolition	\$ 100,000.00
LAI	\$ 150,000.00
Buried Obstacles	\$ 15,000.00
Railroad Fee	\$ 1,000.00
R/W Acquisition	\$ 1,250,000.00
CF&S	\$ 250,000.00
	\$ 6,551,000.00

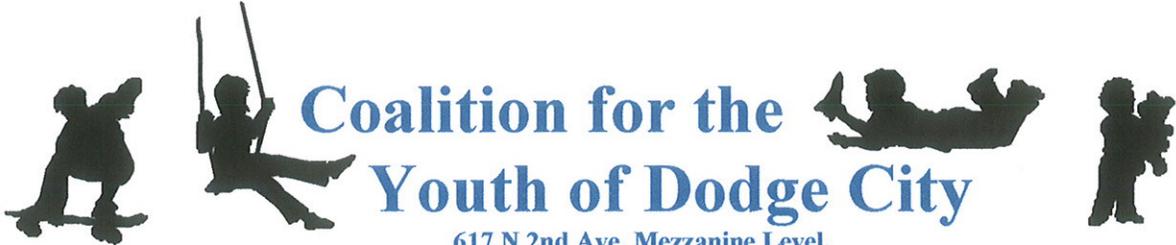
Total Expenses = \$ 16,501,389.29
3% contingences \$ 495,041.68

GRAND TOTAL = \$ 16,996,430.97



**Proposed 2007
Street Sealing**





617 N 2nd Ave, Mezzanine Level,
Dodge City, KS 67801 (620) 225-7850

Prevention:
Stanna Unruh
225-7850,

Community
Education:

Randy Smith
227-1669

Health:
Clayton Carr
225-7850

Law Enforcement:
Dean Bush
227-4590

Youth Activities:
Open

Coordinator:
Clayton Carr
225-7850

April 10, 2007

Dodge City Commissioner's
806 N. 2nd Ave
Dodge City, Kansas
67801

Re: Dodge City Curfew

Dear Dodge City Commissioners,
The Coalition for The Youth of Dodge City requests your consideration and approval of reinstating the curfew for children under the age of 17 years in the city of Dodge City. The elapsed curfew greatly impacted the amount of juvenile delinquent acts as well as gang related violence in the city. The curfew provides Dodge City residents with an effective public policy that promotes public safety of our youth. The curfew provided law enforcement agencies with an effective tool to prevent violence of all kinds.

Sincerely,

Clayton Carr
Coordinator,
Coalition for the Youth of Dodge City

jdjscarr@sbcglobal.net

ORDINANCE NO. 3369

AN ORDINANCE TO ESTABLISH NOCTURNAL CURFEW APPLICABLE TO MINORS (AS DEFINED HEREIN) AND REGULATING THEIR ACTIONS IN PUBLIC PLACES; DEFINING THE DUTIES OF PARENTS OR GUARDIANS OF MINORS; PROVIDING FOR RELATED MATTERS INCLUDING EXCEPTIONS, POLICE PROCEDURES, AND PENALTIES FOR THE VIOLATION THEREOF.

BE IT ENACTED BY THE COMMISSION OF THE CITY OF DODGE CITY, That this ordinance may be cited as the "Juvenile Curfew Ordinance of 1999".

Section 1. Findings and purpose.

- A. The Commission of the City of Dodge City (Commission) has determined that persons under the age of 17 years are particularly susceptible, because of their lack of maturity and experience, to participate in unlawful and gang-related activities and to be the victims of older perpetrators of crime.
- B. The Commission has an obligation to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over, and responsibility for, children, for the protection of the general public, and for the reduction of the incidence of juvenile criminal activities.
- C. The Commission has found that there has been a significant breakdown in the supervision and guidance normally provided by parents for minor children resulting in an increase in crimes and other unacceptable behavior including vandalism, public drinking and littering, drug use, breaking and entering and harassment of residents.
- D. The Commission has determined that parental responsibility for the whereabouts of their children is the accepted norm and legal sanctions to enforce such responsibility will increase parental responsibility for minor children within their control and decrease juvenile delinquency.
- E. The Commission has determined that a curfew for those under the age of 17 years will be in the interest of the public health, safety, and general welfare and will help to attain these objectives and to diminish the undesirable impact of this conduct on the citizens of the City of Dodge City.
- F. The commission determines that passage of a curfew ordinance will protect the welfare of minors by:
 - 1. Reducing the likelihood that minors will be the victims of criminal acts during the curfew hours;
 - 2. Reducing the likelihood that minors will become involved in criminal acts or exposed to narcotics trafficking during the curfew hours; and
 - 3. Aiding parents or guardians in carrying out their responsibility to exercise reasonable supervision of minors entrusted to their care.

Section 2. Definitions.

For the purposes of this ordinance, the term:

- A. "Curfew hours" means from 11:00 p.m. on any Sunday, Monday, Tuesday, Wednesday or Thursday, until 6:00 a.m. on the following day, and from 12:01 a.m. until 6:00 a.m. on any Saturday or Sunday. During the months of June, July and August, the term "curfew hours" mean from 12:01 a.m. until 6:00 a.m.
- B. "Emergency" means an unforeseen combination of circumstances or the resulting state that calls for immediate action. The term "emergency" includes, but is not limited to, a fire, a natural disaster, an automobile accident, or any situation that requires immediate action to prevent serious body injury or loss of life.
- C. "Establishment" means any privately-owned place of business operated for profit to which the public is invited, including, but not limited to, any place of amusement or entertainment and parking lots adjacent thereto.
- D. "Guardian" means a person who, under court order, is the guardian of the person or a minor or a public or private agency with whom a minor has been placed by the court.
- E. "Minor" means any person under the age of 17 years, but does not include a judicially emancipated minor or a married minor.
- F. "Narcotic trafficking" means an act of engaging in any prohibited activity related to narcotic drugs or controlled substances as defined by Kansas Statutes Annotated.
- G. "Parent" means a natural parent, adoptive parent or stepparent, or any person who has legal custody by court order or marriage, or any person not less than 21 years of age who is authorized by the natural parent, adoptive parent, stepparent or custodial parent of a child to be a caretaker for the child.
- H. "Public place" means any place to which the public, or a substantial group of the public, has access, and includes, but is not limited to, streets, highways, parking lots and the common areas of schools, hospitals, apartment houses, office buildings, transport facilities, and shops.
- I. "Serious bodily injury" means bodily injury that creates a substantial risk of death or that causes death, serious permanent disfigurement, or protracted loss or impairment of the function of any bodily member organ.

Section 3. Curfew authority and defenses.

- A. A parent or guardian of a minor commits a violation of this ordinance if he or she knowingly permits, or by insufficient control allows, the minor to be present in any public place or on the premises of any establishment within the City of Dodge City during curfew hours.
- B. It is a defense to prosecution under this ordinance that the minor was:
 - 1. Accompanied by the minor's parent or guardian.
 - 2. On an errand at the direction of the minor's parent or guardian, without any detour or stop;
 - 3. In a motor vehicle, train, or bus involved in interstate travel;
 - 4. Engaged in an employment activity, or going to, or returning home from, an

- employment activity, without detour or stop;
5. Involved in an emergency;
 6. On the sidewalk that abuts the minor's residence or that abuts the residence of a next-door neighbor, if the neighbor did not complain to the Dodge City Police Department about the minor's presence;
 7. In attendance at an official school, religious, or other recreational activity sponsored by the City of Dodge City, a civic organization, or other similar entity that takes responsibility for a minor, or going to, or returning home from, without any detour or stop, an official school, religious, or other recreational activity supervised by adults and sponsored by the City of Dodge City, a civic organization, or other similar entity that takes responsibility for a minor; or
 8. Exercising First Amendment rights protected by the United States Constitution, including free exercise of religion, freedom of speech, and the right of assembly, if the minor or parent has provided prior written notice to the Chief of Police of when and where the minor will be exercising the First Amendment Rights specified in the notice.

Section 4. Enforcement:

- A. Before taking any enforcement action under this section, a police officer shall ask the apparent minor's age and reason for being in the public place or establishment during curfew hours. The officer shall not take any enforcement action under this section unless the officer reasonably believes that a violation of this ordinance has occurred and that, based on any response and other circumstances, no defense in subsection (B) of Section 3 is proffered or is present.
- B. If a police officer reasonably believes that a minor is in a public place or establishment in violation of this ordinance, the officer shall notify the minor that he/she is in violation of curfew hours and shall require the minor to provide his/her name, address, telephone number and how to contact his/her parent or guardian. In determining the age of the minor and in the absence of convincing evidence, a police officer shall use his/her best judgment in determining age.
- C. The police officer shall issue the minor a written warning that the minor is in violation of curfew hours and shall either (1) order the minor to go promptly and directly home, or (2) the police officer, or any adult person designated by the officer, shall accompany the minor to the minor's residence or to any other location where the parents or guardian of said minor may be found, and shall entrust the custody of said minor to the parents, guardian or other responsible individual.
- D. In determining whether said minor should be ordered to return home or escorted home, the police officer shall take the course of action that would be in the best interest of said minor under the circumstance then existing. Circumstances to be considered by the officer may include, but are not necessarily limited to, the minor's age, the circumstances under which the violation of this ordinance occurred, the distance to the minor's home, the time of night the violation occurred, weather conditions and any other conditions or circumstance which would lead the officer to reasonably believe that the minor would be susceptible to the commission of any illegal act or the victim of any illegal act.

- E. If the minor is escorted home and there is no responsible person at the residence to whom to entrust the custody of said minor, or if the minor's parents or guardian cannot be located, the officer or the person designated by the officer may deliver said minor to the police station where reasonable efforts shall immediately be made to notify a parent or guardian to come for the minor. If no parent, guardian or other responsible person can be located to come for said minor, the minor may be referred to the Department of Social and Rehabilitation Services.
- F. When a minor is issued a written warning for a violation of curfew hours, a copy of said warning shall be delivered or sent to the parent or guardian of said minor. In the case of a first violation of curfew hours by said minor, the Chief of Police shall, by certified mail, send to the parent or guardian written notice of the violation with a warning that any subsequent violation will result in full enforcement of this ordinance, including enforcement of parental responsibility and of applicable penalties.

Section 5. Penalties.

- A. If, after the warning notice pursuant to paragraph 4-F, a parent or guardian violates the provisions of paragraph 3-A, such shall be treated as a first offense by the parent or guardian. For a first offense by a parent or guardian, a citation will be issued directing the parent or guardian to appear in municipal court at the date and time designated in the citation. Upon conviction of a violation of this ordinance constituting a first offense, the parent or guardian shall be fined \$50.00. For a second offense by parent or guardian, the fine shall be increased to \$100.00, and to \$200.00 for the third and all subsequent offenses. The Judge of the Municipal Court, upon finding a parent or guardian guilty of a violation of this ordinance, shall sentence the parent to pay the appropriate fine and the costs of prosecution, and may require the parent or guardian to complete parenting classes at the Dodge City Area Mental Health Center or Department of Social and Rehabilitation Services.
- B. Any minor who shall violate curfew hours more than three (3) times may be reported by the Chief of Police to the Department of Social and Rehabilitation Services as a minor in need of care and the Chief of Police may proceed to file an appropriate complaint with juvenile authorities.

Section 6. Reports.

The City Manager shall report to the Commission every six months after the effective date of this act, on the curfew's effectiveness.

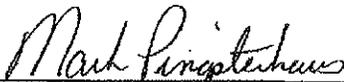
Section 7. Expiration Date.

This ordinance shall expire and shall be null and void after the 31st day of December, 2005. This provision, commonly known as a "sunset provision" is included in this ordinance to insure that the ordinance, its effectiveness, and its necessity will be reviewed by the governing body within a reasonable time after its adoption.

Section 8. Effective Date.

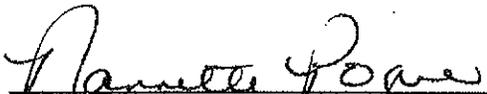
This ordinance shall take effect from and after its publication in the official City newspaper.

ADOPTED this 17th day of May, 2004, by the governing body of the City of Dodge City, Kansas.



MARK PINSTERHAUS, MAYOR

ATTEST:



NANNETTE POGUE, CITY CLERK