

CITY COMMISSION AGENDA

City Commission Chambers
Monday, May 19, 2008 7:00 p.m.
MEETING #4712

CALL TO ORDER

ROLL CALL

INVOCATION: Elder David Smith, Hannah Memorial Church of God in Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, May 5, 2008
2. Approval of City Commission Meeting minutes, May 5, 2008
3. Appropriation Ordinance No. 10, May 19, 2008
4. Cereal Malt Beverage License
 - a. Tianguis Grocery Store, 512 S Second Ave, Dodge City
5. Approval of Change Order for Soccer Complex
6. Approval of Purchasing Policy
7. Approval of Lease Purchase Agreement for Golf Carts

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Approval of the Purchase of Utility Water Supplies, Meters and Software Upgrades. Presented by Mike Klein, Supervisor of Public Works Department

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

Joint City/County Commission Meeting

Monday, May 5, 2008 6:00 p.m.

MEETING #4710

CALL TO ORDER: Meeting was called to order by Mayor Kent Smoll.

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

1. Discussion with Heberling & Associates on the Master Tourism Plan for Dodge City.
Presented by Mike Husband and Judy Heberling.

.....
E. Kent Smoll, Mayor

ATTEST:

.....
Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Commission Chambers
Monday, May 5, 2008 7:00 p.m.
MEETING #4711

CALL TO ORDER

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

INVOCATION: Elder David Smith, Hannah Memorial Church of God in Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Train Day, May 10, 2008

National Tourism Week, May 10-17, 2008

National Public Works Week, May 18-24, 2008. Presented by Mike Klein, Superintendent of Public Works. Thanked Public Works employees and will be having a picnic at Mariah Hills Golf Clubhouse for all city employees on May 23, 2008 from 11:30 a.m. until 1:00 p.m.

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).

Larry Gerber. Commented on Master Tourism Study, law enforcement in Western wear, odor, and having the Lora Locke back operating as motel.

Commissioner Sowers moved to add to the agenda two (2) items. 1) New Business, Approval of Comprehensive Plan consultant. 2) Executive Session, to discuss land acquisitions. The motion was seconded by Commissioner Sherer, unanimous.

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, April 21, 2008
2. Approval of City Commission Meeting minutes, April 21, 2008
3. Appropriation Ordinance No. 9, May 5, 2008

4. Cereal Malt Beverage License
 - a. City of Dodge City, Mariah Hills Golf Course, 1800 Matt Down Lane, Dodge City, KS 67801
5. Approval of Supplemental Agreement with Schwab Eaton for Bicycle/Pedestrian Path.

Commissioner Sowers moved to approve the Consent Calendar, seconded by Commissioner Sherer, unanimous.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Project Agreement with State Historic Preservation Office for Federal Historic Preservation Funds. Commissioner Sherer moved to approve, seconded by Commissioner Sowers, motion approved by unanimous vote.
2. Approval of Smith Street Storm Drainage Bid to JAG Construction in the amount of \$29,788.00. Commissioner Sowers moved to approve, seconded by Commissioner Broeckelman, motion approved by unanimous vote.
3. Award the Comprehensive Plan Consultant to Denver Architects and gave the staff authority to begin negotiations to develop contract not to exceed \$150,000.00. Commissioner Sowers moved to approve recommendation, Commissioner Weber second, motion carried by a 4-1 vote, Commissioner Broeckelman-nay.

OTHER BUSINESS

City Manager's Report: Ken Strobel reiterated the thank you to the Public Works department. Public Works and Parks and Recreation Departments have been working diligently at the Racetrack. State of the City Address will be May 6th from 11:30 a.m. until 1:00 p.m. at Casey's Cowtown. The Lottery Commission will receive presentations on May 19th and 20th in Topeka.

Monte Broeckelman inquired about the regulation that the city commission discussed at the last meeting regarding dust debris from the construction site of Ross Elementary.

Jim Sherer commented that the 3rd Street project looks nice. The races at the Dodge City Raceway Park were good; the weather was bad on Friday but cleared on Saturday.

Commissioner Sherer moved to adjourn to Executive Session at 7:55 p.m. to discuss land acquisition not to exceed 15 minutes; Commissioner Weber seconded the motion, motion passed by a unanimous vote.

At 8:10 p.m. Commissioner Sherer moved to extend the Executive Session for another 15 minutes, Commissioner Sowers seconded, motion passed by a unanimous vote.
Meeting reconvened at 8:25 p.m.

Commissioner Weber moved to adjourn, Commissioner Sowers seconded, the motion passed by a unanimous vote.

ADJOURNMENT

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, April 11, 2008
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: 53
(c) Place and date of birth: Michoacan, Mx June 26 1954, 20
(d) Residence address: 2201 Robin Rd Dodge City KS 67801
(e) I have been a resident of the State of Kansas 4 years.

2. The premises for which the license is desired are located at 512 South Second Ave Dodge City KS 67801
(a) The legal description of said property is Lots 3 and 4, Block 9 of Replat of Block's 9 to 20

(b) The street number is 512 South Second Ave Dodge City KS 67801

(c) The building to be used is Tianguis Grocery Store, 512 South Second Ave Dodge City KS

(d) The business will be conducted under the following name: Tianguis

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Ismael Hernandez 2201 Robin Rd Dodge City KS 67801

4. I am a citizen of the United States. Yes (X), No ()
(a) My citizenship arises by birth (), Naturalization (X)
(b) My place of naturalization and the date thereof is as follows: Los Angeles, CA May 31 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.
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 \$ 75.00 is enclosed herewith.



City of Dodge City

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

Memorandum

To: City Commissioners
Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 14, 2008
Subject: St. Mary Change Order #2

A handwritten signature in black ink, appearing to be "P. Lewis".

Staff requests Commission approval for Change Order #2 for the St. Mary Soccer Complex Expansion project. This change order relates to a couple of minor additions as well as two deducts related to the project.

The total cost of the change is \$5,933.00. The breakdown for the change is as follows:

- Replace Asphalt paving - Add \$3885.00: Additional asphalt had to be removed and replaced at an entrance drive and in the existing parking lot to provide an appropriate tie in with the new construction.
- 6" Concrete & Grading – Add \$3716.00: Concrete approaches were added where a service road crosses the bicycle-pedestrian path to prevent dirt and debris from tracking across the path.
- Delete Sterilant – Deduct \$900.00: Specifications called for a ground sterilant to be applied below the new asphalt parking. A suitable product wasn't available and the consultants along with City staff agreed it wasn't necessary and was deleted from the project.
- Delete storm pipe – Deduct \$768.00: Original designs called for a storm drainage pipe to be installed where the service road intersects with the bicycle-pedestrian trail. After seeing the final grading, it was determined the pipe was not required and was eliminated from the project.

These items all came up during construction and are being presented to the Commission for final ratification. The cost for all construction and engineering services including this change are within the approved budget amount of \$1,530,000.

Staff recommends this change order be approved and staff be authorized to sign Change Order #2. If there are any questions or more information is needed I will be happy to provide it.

CHANGE ORDER

No. 2

DATE OF ISSUANCE 04/18/08

EFFECTIVE DATE 04/18/08

OWNER City of Dodge City, Kansas
 CONTRACTOR APAC-Kansas, Inc., Shears Division.
 Contract: Dated 05/10/07
 Project: St. Mary Soccer Complex Expansion
 OWNER's Contract No. N/A ENGINEER's Project No. 06.136
 ENGINEER Schwab-Eaton, P.A.

You are directed to make the following changes in the Contract Documents:

Additions:

1. Remove/Replace asphalt (existing parking) Refer to APAC letter & plan diagrams dated 3/07/08.
2. 6" Concrete & Grading (trail at service drive) Refer to SE letter & plan diagram dated 4/09/08.

Deductions:

1. Delete sterilant (under asphalt)
2. Delete 12" x 60' storm pipe w/ end sections Refer to APAC fax dated 4/15/08 & Hajoca invoice dated 4/23/07.

Reason for Change Order:

- Add 1. Additional removal & replacement of asphalt is required to enhance blending of existing asphalt to new pavement & curb.
 Add 2. Additional concrete & grading requested by Owner to control drainage & limit migration of asphalt millings from service drive onto trail.
 Ded 1. Consultant questioned application of Contractor's desired product. Owner decided to disregard sterilant application.
 Ded 2. Storm pipe & end sections not required due to relocation of service drive & construction of concrete aprons described above.

Attachments: (List documents supporting change)

- A. Change Order Pricing from APAC dated 4/11/08.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price \$ <u>1,257,610.00</u>	Original Contract Times: Substantial Completion: <u>260 calendar days</u> Ready for final Payment: <u>260 calendar days</u> (days or dates)
Net Increase (Decrease) from previous Change Orders No. <u>0</u> to No. <u>1</u> : \$ <u>87,003.00</u>	Net change from previous Change Orders No. <u>0</u> to No. <u>1</u> : Substantial Completion: <u>30</u> Ready for final payment: <u>30</u> (days)
Contract Price prior to this Change Order: \$ <u>1,344,613.00</u>	Contract Times prior to this Change Order: Substantial Completion: <u>290 calendar days</u> Ready for final payment: <u>290 calendar days</u> (days or dates)
Net increase (decrease) of this Change Order: \$ <u>5,933.00</u>	Net increase (decrease) this Change Order: Substantial Completion: <u>4</u> Ready for final payment: <u>4</u> (days)
Contract Price with all approved Change Orders: \$ <u>1,350,546.00</u>	Contract Times with all approved Change Orders: Substantial Completion: <u>294 calendar days</u> Ready for final payment: <u>294 calendar days</u> (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: 04/18/08

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: 4/25/08

EJCDC 1910-8B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.

May 1, 2008

MEMO

TO: Ken Strobel, City Manager

FROM: Nannette Pogue, City Clerk

SUBJECT: Approval of Purchasing Policy for the City of Dodge City

Attached is the proposed purchasing policy for the City of Dodge City. In a recent audit of a Community Development Block Grant, it was discovered that our purchasing policy did not include some points that government grants require. The changes in the proposed policy include the addition of competitive negotiation for professional services requests for proposals and noncompetitive negotiation for procurement of services or supplies where there is a sole source, or is proprietary because of other supplies, hardware or software we currently use. It also states that the City will solicit qualified small, minority and women's businesses.

The proposed policy will satisfy the grant requirements and reflects the practices we already exhibit in Requests for Proposal for professional services.

I would recommend approval of the Purchasing Policy. If you have any questions or wish additional information, please let me know. Thanks.

PURCHASING POLICY

COPY

NAME OF POLICY: Purchasing
Date of Initial Adoption: July 16, 1979
Date of Revised Policy: May 5, 2008
Department Involved: All Departments

PURPOSE. It is the goal of the City of Dodge City Purchasing Department to assist departments in acquiring the materials, supplies or services that are required at a fair and competitive price. It is the purpose of the purchasing policy to ensure that sound business judgment is utilized in all procurement transactions and the supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable local, state and federal laws. The Purchasing Policy, as established and approved by the City Commission shall be guidelines of purchasing information and procedures for purchasing of all supplies, equipment, construction and services of and for the City of Dodge City. All City employees should familiarize themselves with the regulations set forth herein and shall adhere to the procedures and practices established by this purchasing policy. All purchases will be reasonable and be within budget and policy guidelines. The City Manager, Finance Director and agent responsible for purchases are aware that exceptions to the Purchasing Policies will occur as needs and responsibilities change. The City Manager, therefore, reserves the right to waive regulations established in this policy so long as the spirit and intent of these policies is upheld. The Agent responsible for purchases is prepared to offer assistance whenever a need arises. Proper planning by Departments with assistance from the Agent responsible for purchases will eliminate duplication of effort and increased City purchasing power by consolidating purchases and encouraging competition among vendors.

JOINT GOVERNMENTAL PURCHASES. The City of Dodge City may join with and cooperate with other cities, school districts, counties, state or federal agencies for the purchase of supplies, goods and/or services when the City of Dodge City deems it to be in the best interest of the City.

PURCHASES LESS THAN \$5,000. Department Heads will be responsible for purchases under \$5,000. They shall insure that two or more quotations are obtained for purchases over \$500.

1. Each Department will have specific personnel who can make authorized purchases. A list of those personnel shall be given to the Accounts Payable Department and kept updated. Those personnel shall be given a copy of these purchasing policies and shall be familiar with all aspects of it.
2. The City has purchase cards issued to authorized employees. All employees who have a purchase card will sign an agreement as to the use of these cards.

3. Personal items will not be purchased by the City. (example: desk clocks, book ends, wall frames, tissue, etc.)

PURCHASES OF \$5,000 BUT LESS THAN \$10,000. Purchases for products or services in excess of \$5,000 but less than \$10,000 will follow the procedures outlined below. They shall be approved by the City Manager after a review of price quotations by the Agent responsible for purchases. The Agent responsible for purchases or Finance Director may authorize purchases in the absence of the City Manager.

1. Purchases of products in excess of \$5,000 shall have a purchase order number before that purchase will be authorized. Purchase order numbers shall be obtained from the Accounts Payable Department. If this policy is not followed the purchase may not be authorized.
2. Purchase orders will be made in writing with firms who can supply the needed products or services. Purchase orders may be made orally only on an emergency basis and after a purchase order number is received from Accounts Payable.
3. Written price quotations or bids are required from a minimum of three vendors if available. Written documentation including date, vendor, salesperson, quantity and price for the item must be submitted and maintained with the purchase order.

PURCHASES IN EXCESS OF \$10,000. All purchases in excess of \$10,000 shall have the proper approval of the Governing Body after bids/proposals have been received. Bids/proposals shall be accompanied by an estimate from the appropriate authority and shall be advertised in the local paper. Exception: Purchases for Public Works Improvements of less than \$25,000 need not be advertised.

1. Bid notices shall be published by the City Clerk a minimum of three (3) times with the first publication being not less than seven (7) days prior to the bid opening. Bid notices shall be approved by the City Clerk, Agent responsible for purchases or City Manager prior to publication. All bids which require Commission approval will be opened in the City Manager's Conference Room or another place designated by the City Clerk at 2:00 p.m. on the designated Tuesday. Exception: If prior arrangements are made with the City Clerk's office, the time of bid opening may be changed. The department head or other authorized department representative will be at the bid opening.
2. All bids shall be marked on the outer envelop "Sealed Bid for _____." Bids will be accepted by mail or in person at City Hall, P.O. Box 880, 2nd Avenue, Dodge City, KS 67801. Bids received prior to the bid opening time will be kept in the City Hall safe.

3. The Agent responsible for purchases will maintain a schedule of bid openings that provides updated information regarding when bids are to be opened. One copy of the bid specs will be kept at City Hall.
4. All requests for bids will include a contact person from the department, where additional information can be obtained. This will normally be the department head and will be limited to one (1) person during the bidding process.
5. Bids which are received that do not follow these procedures may not be submitted to the City Commission for approval.
6. After the bid/proposal is approved by the Governing Body, the Department Head or designee shall obtain a purchase order from the Accounts Payable Department. The Purchase Order shall be made in writing to the vendor authorized by the Governing Body.
7. The City Manager is authorized to waive these procedures when it is deemed necessary to make a purchase on an immediate basis. He shall inform the Commission of any such activities.

COMPETITIVE NEGOTIATION. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized. Competitive negotiations may be used if conditions are not appropriate for the use of competitive sealed bids. The following requirements shall apply for Competitive Negotiations:

1. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized in local and regional media and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The request shall be published in the local newspaper at least one time, 7 days prior to the proposal deadline.
2. The Request for Proposals shall identify all significant evaluation factors, including price or cost where required and their relative importance.
3. Awards may be made to the responsible bidder whose proposal will be most advantageous to the procuring party, price, and other factors considered. Unsuccessful bidders will be notified promptly.
4. The City of Dodge City may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, or other professional services whereby competitor's qualifications are evaluated and the most qualified competitors' qualifications are selected subject to negotiation of fair and reasonable compensation.

NONCOMPETITIVE NEGOTIATION: Noncompetitive negotiation is procurement though solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate or in the event of a public emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation

SMALL, MINORITY AND WOMEN'S BUSINESS ENTERPRISES: The City of Dodge City shall solicit qualified small, minority, and women's businesses

This policy is effective immediately and shall apply to all purchases including those which involve State or Federal funds.

Adopted by the Governing Body of the City of Dodge City, Kansas, _____, 2008.

Mayor

ATTEST:

City Clerk



City of Dodge City

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

Memorandum

To: City Commission
Cherise Tieben, Asst. City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 14, 2008
Subject: Golf Car Lease Purchase Agreement

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

Staff requests approval of a lease purchase agreement for the acquisition of 20 golf cars to be used at Mariah Hills Golf Course. Attached with this memo is supporting information for the agreement.

Paul Meininger's resignation as golf pro at Mariah Hills is the impetus for this agreement. Mr. Meininger's employment contract with the City allowed him to maintain the golf car operation for which he paid the City 10% of the gross revenues. With his resignation, the intent is for the City to retain that business and all associated revenues as well as expenses.

With Meininger's resignation, the City was faced with three options: 1) Assume the existing lease from Meininger which would cost \$47,680 over four years but at the end the cars would either revert to Yamaha or the City would have to purchase the five year old cars; 2) Purchase outright the cars at the buyout cost of \$64,131; or 3) Enter into a new agreement for the existing cars.

Because funds are not available to make an outright purchase, it was determined the best option is to enter into a new lease-purchase agreement to acquire the one year old cars. This allows the City to benefit from an attractive interest rate of 3.79% and have ownership of the cars with no residual at the end of the three year agreement. The total payments with interest are \$67,816. This new agreement eliminates any interest or obligation Meininger has with the cars.

The purchase price of \$64,131 equates to \$3,206 per car which is a fair market value for a golf car of the style and type we're acquiring.

As Meininger's resignation was not anticipated, funds for this purchase are not specifically budgeted. The cost for this agreement will come from the golf course budget in the general fund. Golf car rentals at Mariah typically generate over \$40,000 annually so sufficient revenue will be available to meet this expense.

Staff recommends approval of the lease purchase agreement and that staff be authorized to execute and complete the application for the agreement. If there are any questions, I'll be happy to answer them or provide additional information if needed.

LESSEE	Full Legal Name City of Dodge City	Phone Number 620-225-8100
	DBA Name (if any)	Purchase Order Acquisition Number
	Billing Address P.O. Box 880	City Dodge City
		Zip 67801
	Send Invoice to Attention of:	

EQUIPMENT INFORMATION	Equipment Make	Model No.	Serial Number	Description (Attach Separate Schedule if Necessary)
				See attached Equipment Description
	Equipment Location (if not same as above)		City	State Zip

PAYMENT INFORMATION	Number of Lease Payments 4	Lease Payments: See Lease Payment Schedules Attached as Attachment 1
	Full Lease Term (in Months) 48	Payment Frequency <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Semiannually <input checked="" type="checkbox"/> Annually <input type="checkbox"/> Other _____
		End of Lease Option: \$1 _____

BANK QUALIFICATION	By checking the box below, YOU hereby designate this Lease as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(E) of the Internal Revenue Code and represent that the aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501 (c)(3) bonds) issued or to be issued by YOU and YOUR subordinate entities during the calendar year in which WE fund this Lease is not reasonably expected to exceed \$10,000,000.
	<input type="checkbox"/> Bank Qualification Elected

TERMS AND CONDITIONS

Please read YOUR copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask US any questions YOU may have about it. Words "YOU" and "YOUR" refer to the "Lessee" and the words "WE," "US" and "OUR" refer to De Lage Landen Public Finance LLC, its successors and assigns, as the "Lessor" of the Equipment.

1. **LEASE.** WE agree to lease to YOU and YOU agree to lease from US, the equipment listed above (and on any attached schedule) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedule.

2. **TERM.** This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for an original term ("Original Term") ending at the end of YOUR budget year in effect on the Commencement Date and may be continued by YOU for additional one-year renewal terms ("Renewal Terms") coinciding with YOUR budget year up to the total number of months indicated above as the Full Lease Term; provided, however, that at the end of the Original Term and at the end of each Renewal Term until the Full Lease Term has been completed, YOU shall be deemed to have continued this Lease for the next Renewal Term unless YOU shall have terminated this Lease pursuant to Section 5 or Section 17. Lease Payments will be due as set forth on Attachment 1 until the balance of the Lease Payments and any additional Lease Payments or expenses chargeable to YOU under this Lease are paid in full. As set forth in the Lease Payment Schedule, a portion of each Lease Payment is paid as, and represents payment of, interest. YOUR obligation to pay the Lease Payments and YOUR other Lease obligations are absolute and unconditional and are not subject to cancellation, reduction, setoff or counterclaim except as provided in Section 5. THIS LEASE IS NON-CANCELABLE EXCEPT AS PROVIDED IN SECTION 5.

3. **LATE CHARGES.** If a Lease Payment is not made on the date when due, YOU will pay US a late charge at the rate of 10% per annum or the maximum amount permitted by law, whichever is less, from such date.

4. **CONTINUATION OF LEASE TERM.** YOU currently intend, subject to Section 5, to continue this Lease through the Full Lease Term and to pay the Lease Payments hereunder. YOU reasonably believe that legally available funds in an amount sufficient to make all Lease Payments during the Full Lease Term can be obtained. YOUR responsible financial officer shall do all things lawfully within his or her power to obtain and maintain funds from which the Lease Payments may be made, including making provision for the Lease Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with YOUR applicable procedures and to exhaust all available reviews and appeals if that portion of the budget is not approved. Notwithstanding the foregoing, the decision whether to budget or appropriate funds and to extend this Lease for any Renewal Term is solely within the discretion of YOUR governing body.

5. **NONAPPROPRIATION.** YOU are obligated only to pay such Lease Payments under this Lease as may lawfully be made from funds budgeted and appropriated for that purpose during YOUR then current budget year. If YOU fail to appropriate or otherwise make available funds to pay the Lease Payments required to be paid in the next occurring Renewal Term, this Lease shall be deemed terminated at the end of the then current Original Term or Renewal Term. YOU agree to deliver written notice to US of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice shall not extend the term of this Lease beyond the then current Original Term or Renewal Term. If this Lease is terminated in accordance with this Section, YOU agree, at YOUR cost and expense, to peacefully deliver the Equipment to US at the location or locations specified by US.

6. **WARRANTIES.** WE are leasing the Equipment to YOU "AS-IS" and WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. WE transfer to YOU, without recourse, for the term of this Lease all warranties, if any, made by the manufacturer. YOU ALSO ACKNOWLEDGE THAT NO ONE IS AUTHORIZED TO WAIVE OR CHANGE ANY TERM, PROVISION OR CONDITION OF THIS LEASE AND, EXCEPT FOR THE MANUFACTURER WARRANTIES, MAKE ANY REPRESENTATION OR WARRANTY ABOUT THIS LEASE OR THE EQUIPMENT. WE SHALL NOT BE LIABLE FOR SPECIAL, RESULTING OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFIT OCCASIONED BY ANY BREACH OF WARRANTY OR REPRESENTATION OR RESULTING FROM THE USE OR PERFORMANCE OF THE EQUIPMENT. YOUR OBLIGATION TO PAY IN FULL ANY AMOUNT DUE UNDER THE LEASE WILL NOT BE AFFECTED BY ANY DISPUTE, CLAIM, COUNTERCLAIM, DEFENSE OR OTHER RIGHT WHICH YOU MAY HAVE OR ASSERT AGAINST THE SUPPLIER OR THE EQUIPMENT MANUFACTURER.

7. **DELIVERY AND ACCEPTANCE.** YOU ARE RESPONSIBLE, AT YOUR OWN COST, TO ARRANGE FOR THE DELIVERY AND INSTALLATION OF THE EQUIPMENT (UNLESS THOSE COSTS ARE INCLUDED IN THE COSTS OF THE EQUIPMENT TO US). IF REQUESTED, YOU WILL SIGN A SEPARATE EQUIPMENT DELIVERY AND ACCEPTANCE CERTIFICATE. WE MAY AT OUR DISCRETION CONFIRM BY TELEPHONE THAT YOU HAVE ACCEPTED THE EQUIPMENT AND THAT TELEPHONE VERIFICATION OF YOUR ACCEPTANCE OF THE EQUIPMENT SHALL HAVE THE SAME EFFECT AS A SIGNED DELIVERY AND ACCEPTANCE CERTIFICATE.

(Terms and Conditions continued on the reverse side of this Lease.)

LESSEE SIGNATURE	YOU agree to all of the Terms and Conditions contained in both sides of this Lease, and in any attachments to same (all of which are included by reference) and become part of this Lease. YOU acknowledge to have read and agreed to all the Terms and Conditions.	
	You agree that this is a non-cancelable lease. The Equipment is: <input type="checkbox"/> NEW <input type="checkbox"/> USED	
	Signature _____	Date _____
	Title _____	
	Print Name _____	
	Legal Name of Corporation City of Dodge City (LEASE MUST BE SIGNED BY AUTHORIZED OFFICIAL OF LESSEE)	

LESSOR	Lessor Signature _____	Date _____
	Print Name _____	
	Title _____	
	For DE LAGE LANDEN PUBLIC FINANCE LLC	
	Lease Number PUB 7221	
	Lease Commencement Date May 15, 2008	
Vendor I.D. Number J2695		

8. **TITLE, PERSONAL PROPERTY, LOCATION, INSPECTION, NO MODIFICATIONS OR ALTERATIONS.** YOU have title to the Equipment; provided that title to the Equipment will immediately and without any action by YOU vest in US, and YOU shall immediately surrender possession of the Equipment to US, (a) upon any termination of this Lease other than termination pursuant to Section 17 or (b) if YOU are in default of this Lease. It is the intent of the parties hereto that any transfer of title to US pursuant to this Section shall occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. YOU shall, nevertheless, execute and deliver any such instruments as WE may request to evidence such transfer. As security for YOUR obligations hereunder, WE retain a security interest in the Equipment and all proceeds thereof. YOU have the right to use the Equipment during the term of this Lease, except as otherwise expressly set forth in this Lease. Although the Equipment may become attached to real estate, it remains personal property. YOU agree not to alter or modify the Equipment or permit a lien to be placed upon the Equipment or to remove the Equipment without OUR prior written consent. If WE feel it is necessary, YOU agree to provide US with waivers of interest or liens from anyone claiming any interest in the real estate on which any items of Equipment is located. WE also have the right, at reasonable times, to inspect the Equipment.

9. **MAINTENANCE.** YOU are required, at YOUR own cost and expense, to keep the Equipment in good repair, condition and working order, except for ordinary wear and tear, and YOU will supply all parts and servicing required. All replacement parts used or installed and repairs made to the Equipment will become OUR property.

YOU ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE FOR PROVIDING ANY REQUIRED MAINTENANCE AND/OR SERVICE FOR THE EQUIPMENT. YOU WILL MAKE ALL CLAIMS FOR SERVICE AND/OR MAINTENANCE SOLELY TO THE SUPPLIER AND/OR MANUFACTURER AND SUCH CLAIMS WILL NOT AFFECT YOUR OBLIGATION TO MAKE ALL REQUIRED LEASE PAYMENTS.

10. **ASSIGNMENT.** YOU AGREE NOT TO TRANSFER, SELL, SUBLEASE, ASSIGN, PLEDGE OR ENCUMBER EITHER THE EQUIPMENT OR ANY RIGHTS UNDER THIS LEASE WITHOUT OUR PRIOR WRITTEN CONSENT. YOU agree that WE may sell, assign or transfer this Lease and, if WE do, the new owner will have the same rights and benefits that WE now have and will not have to perform any of OUR obligations and the rights of the new owner will not be subject to any claims, counterclaims, defenses or set-offs that YOU may have against US. YOU hereby appoint Municipal Registrar Services (the "Registrar") as YOUR agent for the purpose of maintaining a written record of each assignment in form necessary to comply with Section 149(a) of the Internal Revenue Code of 1986, as amended. No such assignment shall be binding on YOU until the Registrar has received written notice from the assignor of the name and address of the assignee.

11. **LOSS OR DAMAGE.** YOU are responsible for the risk of loss or destruction of, or damage to the Equipment. No such loss or damage relieves YOU from any obligation under this Lease. If any of the Equipment is damaged by fire or other casualty or title to, or the temporary use of, any of the Equipment is taken under the exercise of the power of eminent domain, the net proceeds ("Net Proceeds") of any insurance claim or condemnation award will be applied to the prompt replacement, repair, restoration, modification or improvement of that Equipment, unless YOU have exercised YOUR option to purchase the Equipment pursuant to Section 17. Any balance of the Net Proceeds remaining after such work has been completed shall be paid to YOU.

12. **INDEMNITY.** WE are not responsible for any losses or injuries caused by the manufacture, acquisition, delivery, installation, ownership, use, lease, possession, maintenance, operation or rejection of the Equipment or defects in the Equipment. To the extent permitted by law, YOU agree to reimburse US for and to defend US against any claim for losses or injuries relating to the Equipment. This indemnity will continue even after the termination of this Lease.

13. **TAXES.** YOU agree to pay all applicable license and registration fees, sale and use taxes, personal property taxes and all other taxes and charges, relating to the ownership, leasing, rental, sale, purchase, possession or use of the Equipment (except those based on OUR net income). YOU agree that if WE pay any taxes or charges, YOU will reimburse US for all such payments and will pay US interest and a late charge (as calculated in Section 3) on such payments with the next Lease Payment, plus a fee for OUR collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities.

14. **INSURANCE.** During the term of this Lease, YOU will keep the Equipment insured against all risks of loss or damage in an amount not less than the replacement cost of the Equipment, without deductible and without co-insurance. YOU will also obtain and maintain for the term of this Lease, comprehensive public liability insurance covering both personal injury and property damage of at least \$100,000 per person and \$300,000 per occurrence or bodily injury and \$50,000 for property damage. WE will be the sole named loss payee on the property insurance and named as an additional insured on the public liability insurance. YOU will pay all premiums for such insurance and must deliver proof of insurance coverage satisfactory to US. If YOU do not provide such insurance, YOU agree that WE have the right, but not the obligation, to obtain such insurance and add an insurance fee to the amount due from you, on which we make a profit.

15. **DEFAULT.** Subject to Section 5, YOU are in default of this Lease if any of the following occurs: (a) YOU fail to pay any Lease Payment or other sum when due; (b) YOU breach any warranty or other obligation under this Lease, or any other agreement with US, (c) YOU become insolvent or unable to pay YOUR debts when due, YOU make an assignment for the benefit of creditors or YOU undergo a substantial deterioration in YOUR financial condition, or (d) YOU file or have filed against YOU a petition for liquidation, reorganization, adjustment of debt or similar relief under the Federal Bankruptcy Code or any other present or future federal or state bankruptcy or insolvency law, or a trustee, receiver or liquidator is appointed for YOU or a substantial part of YOUR assets.

16. **REMEDIES.** WE have the following remedies if YOU are in default of this Lease: WE may declare the entire balance of the unpaid Lease Payments for the then current Original Term or Renewal Term immediately due and payable; sue for and receive all Lease Payments and any other payments then accrued or accelerated under this Lease; charge YOU interest on all monies due US at the rate of eighteen percent (18%) per year from the date of default until paid, but in no event more than the maximum rate permitted by law; charge YOU a return-check or non-sufficient funds charge ("NSF Charge") of \$25.00 for a check that is returned for any reason; and require that YOU return the Equipment to US and, if YOU fail to return the Equipment, enter upon the premises peacefully with or without legal process where the Equipment is located and repossess the Equipment. Such return or repossession of the Equipment will not constitute a termination of this Lease unless WE expressly notify YOU in writing. If the Equipment is returned or repossessed by US and unless WE have terminated this Lease, WE will sell or re-rent the Equipment to any persons with any terms WE determine, at one or more public or private sales, with or without notice to YOU, and apply the net proceeds after deducting the costs and expenses of such sale or re-rent, to YOUR obligations with YOU remaining liable for any deficiency and with any excess over the amounts described in this Section plus the then applicable Purchase Price to be paid to YOU.

YOU are also required to pay (i) all expenses incurred by US in connection with the enforcement of any remedies, including all expenses of repossessing, storing, shipping, repairing and selling the Equipment, and (ii) reasonable attorneys' fees.

17. **PURCHASE OPTION.** Provided YOU are not in default, YOU shall have the option to purchase all but not less than all of the Equipment (a) on the date the last Lease Payment is due (assuming this Lease is renewed at the end of the Original Term and each Renewal Term), if this Lease is still in effect on that day, upon payment in full of Lease Payments and all other amounts then due and the payment of One Dollar to US, (b) on the last day of the Original Term or any Renewal Term then in effect, upon

at least 60 days' prior written notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule; or (c) if substantial damage to or destruction or condemnation of substantially all of the Equipment has occurred, on the day specified in YOUR written notice to US of YOUR exercise of the purchase option upon at least 60 days' prior notice to US and payment in full to US of the Lease Payments and all other amounts then due plus the then applicable Purchase Price set forth on the Lease Payment Schedule.

18. **REPRESENTATIONS AND WARRANTIES.** YOU warrant and represent as follows: (a) YOU are a public body corporate and politic duly organized and existing under the constitution and laws of YOUR State with full power and authority to enter into this Lease and the transactions contemplated hereby and to perform all of YOUR obligations hereunder; (b) YOU have duly authorized the execution and delivery of this Lease by proper action by YOUR governing body at a meeting duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval, and all requirements have been met and procedures have occurred in order to ensure the validity and enforceability of this Lease; (c) YOU have complied with such public bidding requirements as may be applicable to this Lease and the acquisition by YOU of the Equipment; (d) all authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by YOU of this Lease or in connection with the carrying out by YOU of YOUR obligations hereunder have been obtained; (e) this Lease constitutes the legal, valid and binding obligation of YOU enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally; (f) YOU have, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current budget year to make the Lease Payments scheduled to come due during the current budget year and to meet YOUR other obligations under this Lease for the current budget year, and those funds have not been expended for other purposes; (g) the Equipment is essential to YOUR functions or to the services YOU provide to YOUR citizens, YOU have an immediate need for the Equipment and expect to make immediate use of the Equipment, YOUR need for the Equipment is not temporary and YOU do not expect the need for any item of the Equipment to diminish in the foreseeable future, including the Full Lease Term, and the Equipment will be used by YOU only for the purpose of performing one or more of YOUR governmental or proprietary functions consistent with the permissible scope of YOUR authority and will not be used in the trade or business of any other entity or person; and (h) YOU have never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement.

19. **UCC FILINGS AND FINANCIAL STATEMENTS.** YOU authorize US to file a financing statement with respect to the Equipment. If WE feel it is necessary, YOU agree to submit financial statements (audited if available) on a quarterly basis.

20. **UCC - ARTICLE 2A PROVISIONS.** YOU agree that this Lease is a Finance Lease as that term is defined in Article 2A of the Uniform Commercial Code ("UCC"). YOU acknowledge that WE have given YOU the name of the Supplier of the Equipment. WE hereby notify YOU that YOU may have rights under the contract with the Supplier and YOU may contact the Supplier for a description of any rights or warranties that YOU may have under this supply contract. YOU also waive any and all rights and remedies granted YOU under Sections 2A-508 through 2A-522 of the UCC.

21. **TAX EXEMPTION.** YOU will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103 and 148 thereof, and the applicable regulations thereunder to maintain the exclusion of the interest portion of the Lease Payments from gross income for purposes of federal income taxation.

22. **BANK QUALIFICATION.** If YOU checked the "Bank Qualification Elected" box on the front page of this Lease YOU and all YOUR subordinate entities will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including this Lease but excluding private activity bonds other than qualified 501(c)(3) bonds) during the calendar year in which WE fund this Lease without first obtaining an opinion of nationally recognized counsel in the area of tax-exempt municipal obligations acceptable to US that the designation of this Lease as a "qualified tax-exempt obligation" will not be adversely affected.

23. **CHOICE OF LAW; JURY TRIAL WAIVER.** This Lease shall be governed and construed in accordance with the laws of the state where YOU are located. To the extent permitted by law, YOU agree to waive YOUR rights to a trial by jury.

24. **ENTIRE AGREEMENT; SEVERABILITY; WAIVERS.** This Lease contains the entire agreement and understanding. No agreements or understandings are binding on the parties unless set forth in writing and signed by the parties. Any provision of this Lease which for any reason may be held unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective without invalidating the remaining provisions of this Lease. THIS LEASE IS NOT INTENDED FOR TRANSACTIONS WITH AN EQUIPMENT COST OF LESS THAN \$1,000.

25. **FACSIMILE DOCUMENTATION.** YOU agree that a facsimile copy of this Lease with facsimile signatures may be treated as an original and will be admissible as evidence of this Lease.

CITY OF DODGE CITY
ATTACHMENT 1
LEASE PAYMENT SCHEDULE

	<u>Date</u>	<u>Payment</u>	<u>Interest</u>	<u>Principal</u>	<u>Balance</u>	<u>Purchase Price</u>
Loan	05/15/2008				64,131.30	
1	05/15/2008	16,954.00	0.00	16,954.00	47,177.30	48,592.62
2	05/15/2009	16,954.00	1,819.41	15,134.59	32,042.71	33,003.99
3	05/15/2010	16,954.00	1,235.74	15,718.26	16,324.45	16,814.18
4	05/15/2011	16,954.00	629.55	16,324.45	0.00	0.00
Grand Totals		67,816.00	3,684.70	64,131.30		

APPROVED:

CITY OF DODGE CITY

Signed by _____

De Lage Landen Public Finance LLC
2600 Grand Boulevard, Suite 380
Kansas City, Missouri 64108

ACCEPTANCE CERTIFICATE

Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of May 15, 2008, between
De Lage Landen Public Finance LLC, as Lessor, and City of Dodge City, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.
2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.
4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(SEAL)

LESSEE SIGNATURE	Lessee City of Dodge City
	Signature _____ Date _____
	Print Name _____
	Title _____

07PFD00055

**Information Return for Small Tax-Exempt
 Governmental Bond Issues, Leases and Installment Sales**
 > Under Internal Revenue Code Section 149(e)
 Caution: If the issue price is under \$100,000, Use Form 8038-G

Part I		Reporting Authority	Check Box if Amended Return > <input type="checkbox"/>
1 Issuer's Name City of Dodge City		2 Issuer's employer identification number	
3 Number and street (or P.O. box if mail is not delivered to street address) P.O. Box 880		Room/Suite	
4 City, town, or post office, state and ZIP code Dodge City KS 67801		5 Report number 2008	
6 Name and title of officer or legal representative whom the IRS may call for more information		7 Telephone number of officer or legal representative	

Part II		Description of Obligations Check if Reporting: a single issue <input checked="" type="checkbox"/> or on a consolidated basis <input type="checkbox"/>	
8 a Issue price of obligations(s) (see instructions)	8a	64131.30	
b Issue date (single issue) or calendar year (consolidated) (see instructions) >			
9 Amount of the reported obligation(s) on line 8a:			
a Used to refund prior issue(s)	9a		
b Representing a loan from the proceeds of another tax-exempt obligation (e.g., bond bank)	9b		
10 If the issuer has designated any issue under section 266(b)(3)(B)(i)(III) (small issuer exception), check box	> <input type="checkbox"/>		
11 If any obligation is in the form of a lease or installment sale, check this box	> <input checked="" type="checkbox"/>		
12 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check this box	> <input type="checkbox"/>		

Under the penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete.

Sign Here	> _____	Date	> _____	Type or print name and title
	Signature of issuer's authorized representative			

Mariah Hills Golf Course
Dodge City, KS

11:43 AM 5/8/2008

	Mariah Hills	YM Lease 87700	Year	Model	Serial #'s	Fleet #'s
1			2007	YDRA	JW1005934	
2					JW1005939	
3					JW1006201	
4					JW1006297	
5					JW1006580	
6					JW1006814	
7					JW1006829	
8					JW1006840	
9					JW1006850	
10					JW1006853	
11					JW1006868	
12					JW1006872	
13					JW1006874	
14					JW1006878	
15					JW1006888	
16					JW1006896	
17					JW1006897	
18					JW1006898	
19					JW1006899	
20					JW1006903	

Memorandum

To: Ken Strobel, City Manager
City Commission
From: Mike Klein, Superintendent of Public Works *mk*
Date: Monday, May 12, 2008
Subject: 2008 Utility Water Supply bids
2008 Budget Fund and Amount
Utility Fund: 510-4100-441-30-04 \$290,000

Seven bids were received and opened on May 6, 2008 at 2:00 p.m. for utility water supplies. The bid package consists of meters, brass items, brass saddles, meter jars and lids, repair clamps, gate valves, fire hydrants, other items and pipe. Supplies will be utilized to maintain and upgrade the City's water system. This purchase is an annual restocking of supplies.

As you will notice from the bid tabulation, the major expense of \$124,587 for meters and Meter Reading Laptop, three handheld units, software upgrades, and training for \$ 45,997.23. The meters are radio read which will be replacing the old manual read meters. The meters are Neptune E-Coder R900 that interface with our hand held and lap top meter reading computers. To date we have installed 4,389 radio read meters. We still have 4051 meters that are manual read with a total of 8,440 water accounts. The city has been notified by Neptune that they will no longer support the current software or carry repair parts for our current computer equipment. Neptune has ceased to support the equipment as of December 31, 2007 and the software will no longer have support after December 31, 2008. It is necessary to replace our laptop, handheld and software to maintain our radio meter reading capabilities. A detailed report is attached from Barb Slagle, Office Manager Utility Billing for your review.

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

Municipal Supply, Inc. Hastings Nebraska

Laptop, Hand Held Units and Software	\$ 45,997.23
Meters	\$ 124,587.50
Repair Clamps	\$ 5,972.59
TOTAL	\$ 176,557.32

Water Products, Inc. McPherson, Kansas

Brass Items	\$ 1,413.00
Meter Jars and Lids	\$ 2,101.20
Fire Hydrants	\$ 16,807.50
Other Items	\$ 5,466.00
TOTAL	\$ 25,787.70

Wichita Winwater, Wichita, Kansas

Brass Saddles	\$ 3,045.00
TOTAL	\$ 3,045.00

HD Supply Waterworks, Wichita, Kansas

Gate Valves	\$ 11,268.00
Pipe	\$ 547.20
Total	\$ 11,815.20
Total Expenditure	\$ 217,205.22
Line Item Balance	\$ 72,794.78

The remaining balance will be utilized through out the year to replace supplies as needed. The commission will be informed as expenditures are made.

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

Municipal Supply, Inc.
of Nebraska
 P. O. Box 2045
 Hastings, Nebraska 68902-2045
 Phone (402) 462-4181
 Fax (402) 462-4408

**MUNICIPAL
 SUPPLY, INC.**
 Municipal, Contractors, and
 Industrial Supplies



QUOTE

QUOTED TO: City of Dodge City
 FAX: 620-225-8144
 ATTN: Mike Klein

DATE: 4-07-08
 JOB NAME: _____
 LOCATION: _____
 FOB: _____

QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
400	3/8 x 1/2 E-Coder) R900i pit set (Stub Antenna)	232 ⁹⁴	93,176 ⁰⁰
100	3/8" Register - E-Coder) R900i Gal 3/8" T-10	209 ⁴¹	20,941 ⁰⁰
25	1/2" Register E-coder) R900i Gal 1/2" T-10	209 ⁴¹	5,235 ²⁵
25	2" Register E-coder) R900i Gal 2" T-10	209 ⁴¹	5,235 ²⁵
	Total		124,587 ⁵⁰

*GENERAL SUPPLIES
 #290,000*

SIGNATURE: Allan Stoll

ARBY UTILITY MANAGEMENT SYSTEMS™



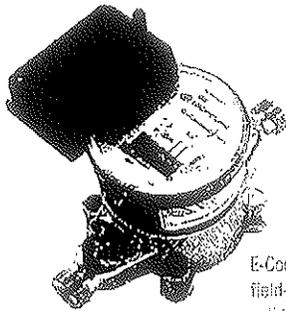
E-CODER) R900/™

INSIDE AND PIT VERSIONS



E-Coder) R900/™

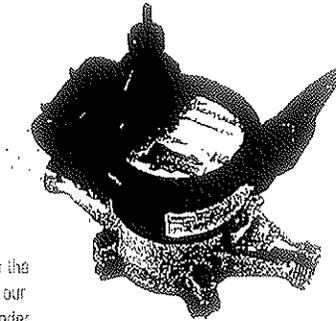
Inside Version



E-Coder)R900/ combines the field-proven R900™ with our solid state absolute E-Coder.

E-Coder) R900/™

Pit Version



The E-Coder)R900/ combines the field-proven R900™ radio frequency meter interface unit (MIU) with our solid state absolute E-Coder™ into one integrated package to offer utilities the advantages of the cost savings associated with the ease and speed of installation. The E-Coder)R900/ does not have any external wires to be installed or require any special programming for operation. The E-Coder)R900/ operates within the 902-925 unlicensed HF band width.

The R900 MIU portion of the integrated unit collects meter-usage data and transmits the data for collection by the meter reader. Data transmitted by the R900 MIU is received by the Neptune walk-by, mobile, or targeted fixed-network data collection systems and stored for downloading at the utility office. The R900 MIU is a one-way communication device that transmits data every 14 seconds using frequency hopping spread spectrum technology to ensure data security and improved meter reading accuracy and reliability. The E-Coder portion of the integrated unit features a custom integrated circuit design that digitally encodes the rotation of the measuring chamber providing "absolute" registration with no internal battery requirement.

The E-Coder)R900/ provides high resolution, 8-digit remote meter reading and value-added features including leak detection, tamper detection, and reverse flow detection. In

addition to this data, E-Coder provides a visual read out on rate of flow every six seconds when the LCD is activated. True point-of-use leak detection is provided by monitoring a 24-hour period in fifteen-minute intervals. Tamper detection is provided by reverse flow detection and the number of days of zero consumption over the previous 35 days.

The E-Coder)R900/ PLUS features are communicated through the E-Coder protocol allowing host software platforms to interpret the data and pass the information directly to billing packages, CIS screens, and operations and maintenance reports. The E-Coder)R900/ features enhance customer service and improve operational efficiencies for water utilities.

The E-Coder)R900/ Inside Version
The inside version features a non-oil-filled plastic enclosure with an integrated antenna. This unit also features a field-replaceable battery.

The E-Coder)R900/ Pit Version
The pit version features a non-oil-filled roll-sealed copper shell and glass lens housing for superior protection in a flooded pit environment. The standard unit is designed with a whip antenna for installation under a pit lid and can be easily upgraded to a through-the-lid antenna if desired. The unit also features a field replaceable battery.

KEY FEATURES

- Ease of installation – no external wiring
- Integral antenna
- "Absolute" 9-digit meter reading on display
- 8-digit remote meter reading
- No FCC license required
- No MIU programming required
- Batteryless encoder metrology
- Long-life lithium battery with HLC capacitor
- Available in both pit and inside versions
- Fully submersible pit version
- Leak, tamper and reverse flow detection
- LCD leak indicators
- Directional flow indicator
- Rate of flow on LCD display

KEY BENEFITS

- Enhanced cost savings and ease of installation
 - No external wires
 - Reduces labor cost
 - Reduces potential wire vandalism
- Enhanced "customer care"
 - Leak history/diagnostics
 - Proactive leak notification
 - Improves meter reading accuracy
 - Eliminates estimated reads
- Increased operational efficiencies
 - Reduces costs
 - Minimizes reading time
 - Improves meter reading safety
 - Work order reduction for high water bill inquiries
 - Prioritization of meter maintenance
- Drought management
 - Reduction of water loss through proactive notification of water leaks
- Tamper management
 - Identification and prioritization of potential tamper situations

Mike Klein

From: Barb Slagle
Sent: Tuesday, May 13, 2008 3:56 PM
To: Mike Klein
Cc: R.T. Reid
Subject: Recommendation for Laptop, etc.

Mike,
Here's my recommendation:

We have been notified by Neptune that they no longer support or carry repair parts for our Meter Reading Laptop and our three handheld meter reading units. They have ceased to support these models since December 31, 2007. They also will no longer support our EZ Route software after Dec. 31, 2008; therefore, it is necessary for us to also upgrade to their new software program Equinox. I was told by Neptune support representatives, that their repair facility for the Schlumberger meter reading equipment, which is what we have, ceased to exist last year and parts are no longer available.

One of our handheld units no longer functions, and the other unit no longer picks up radio reads. We currently have only one handheld that is fully operational. Our laptop has been giving us problems since December. It is getting weaker and harder to boot up. It now requires deep cycling every month now to recharge its battery. Deep cycling is recommended only every three months for this unit. It no longer picks up all the radio reads properly, therefore our meter readers have to go back out and reread a larger share of our radio read meters on each cycle each month. We are operating this meter reading equipment with no guarantees that it will last much longer, and we no longer have any warranty on it.

The bid from Municipal Supply, Hastings, NE, includes an EZ laptop radio read computer for a total amount of \$20,522.00. The EZ laptop computer is designed as a vehicle mount drive by radio read unit. The unit has an external antennae with 10 times more power, faster reading time and has a filter to filter out unwanted signals at the 900 mh range. We will be trading in our old laptop for a trade in value of \$7,200.00. The old laptop cost \$26,200.00 new in 2004.

We will utilize hand helds along with the EZ laptop computer to make our time more productive. Three handheld units with radio receivers, cradles and adapters totals \$15,575.01.

The Equinox software with agreement to purchase a 3 year maintenance contract is \$2,250.00. A one time license fee of \$150.00 is also charged.

Training and implementation on all units and software is \$7,500.00.

I would recommend purchase of all of the above for a total cost of \$45,997.23.

When Ryan called Itron and one other vendor, he found that their meter reading equipment would not work with our Neptune meters, so it wasn't feasible to obtain quotes from them because we would have to change out all our radio read meters to go their system. Neptune meters are proprietary and only the Neptune meter reading equipment works with them. It would be too costly to change out the 4,389 radio read meters that we have and

replace them with new meters to make them work on some other meter reading system. That's my thoughts, anyway.

Thank you, Mike!

Barb Slagle, Office Manager
City of Dodge City
P.O. Box 880
Dodge City, KS 67801
Ph. (620) 225-8100
Fax (620) 225-8144

Municipal Supply, Inc.
of Nebraska
 P. O. Box 2045
 Hastings, Nebraska 68902-2045
 Phone (402) 462-4181
 Fax (402) 462-4408

**MUNICIPAL
 SUPPLY, INC.**
 Municipal, Contractors, and
 Industrial Supplies



QUOTE

FOR: DODGE CITY, KANSAS
ATTN: RYAN REED

FROM: ALLAN STROBL

DATE: JANUARY 8, 2008

RE: SPECIAL PRICING PACKAGE

PAGE: 1 OF 1

NOTE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
		SPECIAL SYSTEM QUOTE PACKAGE PRICE		
	3	DAP CE 5320X HANDHELD UNIT w/ HR 2650i RADIO RECEIVER, CRADLE & ADPT - COMPLETE	5,191.67	\$ 15,575.01
	1	MRX 920 COMPLETE	27,722.22	\$ 27,722.22
OR	1	MRX 920 COMPLETE w/ MOBILE UNIT TRADE-IN	20,522.22	\$ 20,522.22
	1	EQUINOX SOFTWARE	2,666.67	\$ 2,666.67
OR	1	EQUINOX SOFTWARE w/ AGREEMENT TO PURCHASE A 3 YR MAINTENANCE CONTRACT ON SOFTWARE @ \$750.00 YR.	2,250.00	\$ 2,250.00
	1	ONE TIME SOFTWARE LICENSE FEE(REQUIRED)	150.00	\$ 150.00
	1	TRAINING & IMPLEMENTATION ON ALL UNITS AND SOFTWARE	7,500.00	\$ 7,500.00
*		*NOTE: CITY OF DOGE CITY IS RESPONSIBLE FOR THE COST OF ANY CHARGES ASSOCIATED WITH THEIR BILLING SYSTEM FOR SYSTEM INTEGRATION.		
PREPARED BY: as/lbv				
DATE: NOVEMBER 1, 2007 QUOTE GOOD FOR 60 DAYS				

BID TAB
 UTILITY (WATER) SUPPLIES
 Tuesday, May 6, 2008

CONTRACTOR	BRASS ITEMS	BRASS SADDLES	METER JARS & LIDS	ALTERNATE METER JARS & LIDS	FULL CIRCLE REPAIR CLAMPS	RESILIENT SEAT GATE VALVES	ALTERNATE RESILIENT SEAT GATE VALVES	FIRE HYDRANTS	PIPE	OTHER	TOTAL BID	ALTERNATE BID TOTAL
Hajoca Corp. Wichita, KS	\$2,718.00	\$ 4,110.00	\$ 2,995.68		\$ 11,583.94	\$ 13,023.06		\$ 19,304.25	\$662.40	\$ 7,187.00	\$61,584.33	N/A
Municipal Supply Inc. Hastings, NE	\$1,613.00	\$ 3,620.00	N/A		\$ 5,972.59	\$ 11,992.92	\$ 11,097.18	\$ 17,853.00	N/A	\$ 5,630.50	\$46,682.01	\$ 45,786.27
Water Products, Inc. McPherson, KS	\$1,413.00	\$ 3,110.00	\$ 2,101.20		\$ 6,255.55	\$ 11,310.90		\$ 16,807.50	\$548.40	\$ 5,466.00	\$47,012.55	N/A
Wichita Winwater Wichita, KS	\$1,438.00	\$ 3,045.00	N/A		N/A	\$ 11,328.00		\$ 19,875.00	\$649.20	N/A	\$36,335.20	N/A
D.C. Wholesale Concordia, KS	N/A	N/A	\$ 2,887.20		N/A	N/A		N/A	N/A	N/A	\$ 2,887.20	N/A
D.C. & B Supply, Inc. Pratt, KS	N/A	\$ 3,245.00	N/A		\$ 7,428.15	N/A		N/A	N/A	N/A	\$10,673.15	N/A
HD Supply Waterworks Wichita, KS	\$1,420.00	\$ 3,126.50	N/A Alt. Only	\$ 2,040.00	\$ 7,173.50	\$ 11,268.00	\$ 10,476.00	\$ 16,815.00	\$547.20	\$13,100.00	\$53,450.20	\$ 54,698.20