

CITY COMMISSION WORK SESSION AGENDA

City Commission Chambers
Monday, October 6, 2008 6:15 p.m.
MEETING #4728

CALL TO ORDER

ROLL CALL

NEW BUSINESS: Review of 2007 Audit. Presented by Pat Kolb.

ADJOURNMENT

CITY COMMISSION AGENDA

City Commission Chambers
Monday, October 6, 2008 7:00 p.m.
MEETING #4729

CALL TO ORDER

ROLL CALL

INVOCATION: Father Zimmerman, St Cornelius Episcopal Church

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).

City Character Trait: Obedience vs Willfulness

Dodge City Public Library, Cathy Reeves

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, September 15, 2008
2. Approval of City Commission Meeting minutes, September 15, 2008
3. Appropriation Ordinance No. 19, October 6, 2008
4. Cereal Malt Beverage License
 - a. Kate's, 305 East Trail Street, Dodge City
5. 6th Ave. Reconstruction Change Order Decrease of \$1,408.00
6. Purchase of Back Up Motor for OMI

ORDINANCES & RESOLUTIONS

Ordinance No. 3463: An Ordinance Regulating Parking of Certain Motor Vehicles

Ordinance No. 3464: An Ordinance for Condemnation for Properties along 14th Avenue.

Resolution No. 2008-17: A Resolution Approving the Form of an Amendment to a Certain Bond Agreement Entered into by the City in Connection with the Issuance by the City of its Taxable Industrial Revenue Bonds (Kimbroy's Properties L.L.C.)

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Bids for 14th Street Sewer Extension. Presented by Joe Finley, Director of Engineering Services.

Appointment to Golf Course Advisory Board Member. Presented by Paul Lewis, Director of Park and Recreation.

Approval of 2007 Audit. Presented by Nannette Pogue, City Clerk.

OTHER BUSINESS

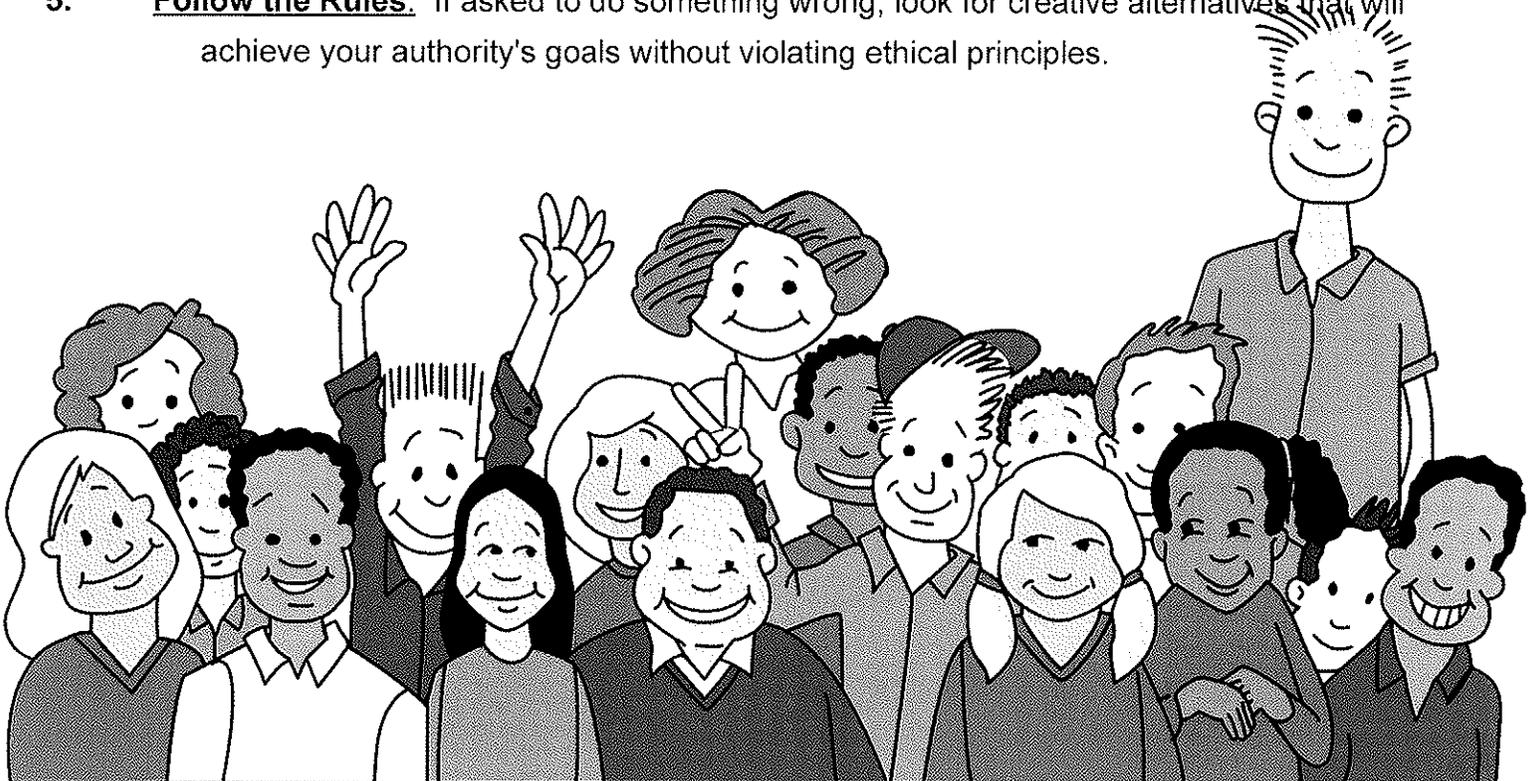
ADJOURNMENT

OBEDIENCE vs. WILLFULNESS

Quickly and cheerfully carrying out the direction of those who are responsible for me!

Five keys to practice OBEDIENCE:

1. **Get Full Instructions:** Clarify instructions if you do not understand what to do. Doing things right the first time will save time, energy, and frustration.
2. **Have a Good Attitude:** Attitude makes a big difference in the way others respond and in your effectiveness. Adjust your attitude, and do your best, even when faced with unpleasant jobs.
3. **Act Immediately:** Begin thinking about how you can follow through. Do not put things off until later.
4. **Go the Extra Mile:** Discern what your authority's goals are, and go beyond minimum requirements. "A good man goes one mile; a great man goes two; the hero forgets to count."
5. **Follow the Rules:** If asked to do something wrong, look for creative alternatives that will achieve your authority's goals without violating ethical principles.



CITY COMMISSION WORK SESSION MINUTES

City Commission Chambers
Monday, September 15, 2008 6:15 p.m.
MEETING #4726

CALL TO ORDER

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

At 6:35 p.m. Commissioner Weber joined the meeting.

WORK SESSION

Municipal Code-Chapter 4, Building & Construction

ADJOURNMENT

CITY COMMISSION MINUTES

City Commission Chambers

Monday, September 15, 2008 7:00 p.m.

MEETING #4727

CALL TO ORDER

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

INVOCATION: Pastor Albert Schrock, Bible Baptist Church

PLEDGE OF ALLEGIANCE

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).

Mike Weber: Discussed code issues, cautioned Commission to be careful not to enact something that can't be enforced.

Rod Allen: Currently possesses the oldest mechanical license in Dodge City.

Lowell Brakey: Has reviewed the code changes and for the most part he is very supportive.

Fred Stewart, Stewart Heating & Plumbing: asking for three (3) year grace period for code changes regarding Journeyman.

Dan Reichenberg: talked about the 1997 ballot & vote for the Special Event Center.

Amy Winkler, Director and Treasurer, Meals on Wheels: asking for suggestions for a kitchen since Trinity will be closing as of December 1st.

Virginia Brown, Friendship Meals, Vice President: wants help to find a home.

Vernon Bogart: talked about the senior meals.

Janet Splitler, Eldercare: funds the nutrition program in Southwest Kansas. Recommends that the task force meet with City and County staff and make recommendation with report a back at next meeting.

Bray Norman: customer of Friendship Meals, meals are high quality for a donation of \$3.00.

Mike Weber: publicly stated he got over passionate about the wastewater treatment plant issue and apologized.

Commissioner Broeckelman motioned to move the Consent Calendar Item #4, Access Easement to New Business, seconded by Commissioner Sowers. Motion carried 5-0.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, September 2, 2008
2. Appropriation Ordinance No. 18, September 15, 2008
3. Cereal Malt Beverage License
 - a. Mexican Restaurant, 307 Military, Dodge City
 - b. Boot Hill Museum Inc., Front Street, Dodge City
 - c. Dillon Stores, 1700 North 14th, Dodge City

Commissioner Sowers moved to accept the Consent Calendar, seconded by Commissioner Weber. Motion passed unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No 3460: An Ordinance Authorizing the Operation of Micro Utility Trucks on the Streets within Corporate Limits of Dodge City. Commissioner Sowers moved to adopt, seconded by Commissioner Sherer. Motion carried unanimously.

Ordinance No 3461: Regulating Public Offenses Within the Corporate Limits of the City of Dodge City; Incorporating by Reference the "Uniform Public Offense Code for Kansas Cities", Edition 2008 and Repealing Ordinance No 3441. Commissioner Sowers moved to adopt, seconded by Commissioner Sherer. Motion carried unanimously.

Ordinance No 3462: Regulating Traffic Within the Corporate Limits of the City of Dodge City, Kansas; Incorporating by Reference the "Standard Traffic Ordinance for Kansas Cities", Edition 2008 and Repealing Ordinance No 3442. Commissioner Sowers moved to adopt, seconded by Commissioner Sherer. Motion carried unanimously.

Resolution No. 2008-14: Establishing Fees and Charges for Police Department Activities. Commissioner Sherer moved to approve, seconded by Commissioner Broeckelman. Motion carried unanimously.

Resolution No. 2008-15: Declaring Condemnation for Property along Fourteenth Avenue and a Portion of Burkhart Street. Commissioner Broeckelman moved to approve, seconded by Commissioner Sherer. Motion carried unanimously.

Resolution No. 2008-16: Setting Building Permits Fees. Commissioner Sherer moved to approve with the stated changes in the schedule: \$1,000,001 & up \$2,853.00 for first \$1,000,000 plus \$2.00 for each additional \$1,000.00 or fraction thereof.

UNFINISHED BUSINESS

Ordinance No. 3459: Establishing Smoking Restrictions. Commissioner Sowers moved to adopt, seconded by Commissioner Sherer. Motion carried 4-1 with Commissioner Weber opposed.

Approval of Bids for the Airport Access Road from APAC in the amount of \$607,235.70. Commissioner Sherer moved to approve, seconded by Commissioner Weber. Motion carried unanimously.

NEW BUSINESS

Approval of Bids for Cavalier Field Restrooms to: Frank's Electric in the amount of \$18,000 for the electrical; Ray Omo in the amount of \$36,000 for the mechanical & plumbing; Cecil's Masonry for block work in the amount of \$14,350; and the City of Dodge City as general contractor for materials in the amount of \$50,950; for a total project cost of \$119,300. Commissioner Sowers moved to approve, seconded by Commissioner Sherer. Motion passed on a vote of 4-1, Commissioner Broeckelman voted nay. Commission asked Paul Lewis, Director of Parks and Recreation, to go back to CFAB for further funding for fencing.

Approval of Rotary Rough Mower bid from Kansas Golf & Turf in the amount of \$42,989 with trade in allowance of \$5,300 for net bid of \$37,689. Commissioner Sherer moved to approve, seconded by Commissioner Weber. Motion carried unanimously.

Approval of Accredited Levee System by Wilson & Company in the amount of \$47,139. Commissioner Sowers moved to approve, seconded by Commissioner Sherer. Motion carried 3-2, Mayor Smoll and Commissioner Weber voted nay.

Approval of Storm Water Master Plan update by Wilson & Company in the amount of \$14,179. Commissioner Weber moved to approve, seconded by Commissioner Sherer. Motion carried 4-1, Mayor Smoll opposed.

Approval of Revisions to Municipal Code-Chapter 4, Building and Construction. Commissioner Sowers moved to approve, seconded by Commissioner Sherer. Motion carried unanimously.

Access Easement for Linn Elementary School. Commissioner Broeckelman moved to approve, seconded by Commissioner Sherer. Motion carried unanimously.

OTHER BUSINESS

Ken Strobel, City Manager: Thanked Dan Williamson and the Inspection Department for their efforts on the Smoking Ordinance and Municipal Code changes.
Thanked other staff for stepping up during my absence.

Jim Sherer: Thanked staff

Thanked Ed Beckley and staff at racetrack.

Attended State Municipalities Board Meeting and presented Commission with agenda.

Monte Broeckelman: Has testing of the Rebein property been completed? Yes and everything is satisfactory.

Rick Sowers: Commented on the Event Center

Thanked staff for 9/11 Memorial service

Kent Smoll: Welcome back Ken

Wished both casino applicants good luck

ADJOURNMENT: Commissioner Sowers moved to adjourn, seconded by Commissioner Broeckelman. Motion carried unanimously.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

_____, _____ COUNTY, KANSAS, Sep. 19, 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 Riley E. Skaggs 3. The name and address of the owner or owners of the premises

(b) Age 65 upon which the proposed business will be located is _____
Riley E. Skaggs
307 E. Trail St.

(c) Place and date of birth Houston, TX.
Feb. 21 1943, 20____

(d) Residence address 307 E. Trail St.
Dodge City, KS. 67801

(c) I have been a resident of the State of Kansas _____
63 years.

2. The premises for which the license is desired are located at
305 E. Trail St.
Dodge City, KS.

(a) The legal description of said property is _____

(b) The street number is 305 E. Trail St.

(c) The building to be used is _____

(d) The business will be conducted under the following name:
Kate's

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is _____
Riley E. Skaggs
307 E. Trail St.

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

(a) My citizenship arises by birth () Naturalization ()

(b) My place of naturalization and the date thereof is as follows:

_____ 20____

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

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

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

8. I have (), have not () been adjudged guilty or entered a plea, or forfeited bond 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 () been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

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

(a) If the answer above is yes, the name, age, and residence of manager or agent is Garco J. McGinn
11057 Ridge Rd. Dodge City, KS.

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:
Same as above

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

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

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

A license fee of \$ 225⁰⁰ is enclosed herewith.

Memorandum

September 23, 2008

TO: Ken Strobel, City Manager

FROM: Joseph E. Finley, P.E., Director of Engineering Services 

RE: 6th Ave. Reconstruction ST0707

Attached please find Change Order 1 for your review on the above referenced project. The change order is for a decrease of \$1,408.00

The change order is the result of the following.

Sub-Grade Repair – The decrease of 371 C.Y. was a result of not encountering as much unsuitable sub grade as anticipated in design. The incorporation of the Fly Ash into the sub grade has helped eliminate the problem of unsuitable sub grade.

8" PCC Pavement – The increase of 164 S.Y. represents actual field measurements. The increase in the 8" PCC Concrete was due to the deletion of the "High Early" concrete. The contractor's staging eliminated the need to use "High Early" concrete at the two intersecting Cul-de-Sacs.

8" PCC Pavement, "High Early" – The decrease of 164 S.Y. represents actual field measurements. See note above on **8" PCC Pavement** for explanation.

Rem./Repl. Curb & Gutter – The additional 5 L.F. of Curb and Gutter was added because staff felt that there was section of curb and gutter adjacent to the curb and gutter that was being repaired, that needed to be replaced.

Install 3" Electrical Conduit – The addition of 1 Conduit was needed because after the project was bid, it was determined that the signal pole on the east side of 6th Ave. at the Pedestrian Crossing would have a luminaire. Victory Electric will maintain this luminaire if it is separated from the signal wiring, so an additional conduit was required to supply power to the luminaire.

JF/mjr

Memorandum

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

From: Mike Klein, Supt. of Public Works

Date: Thursday, October 2, 2008

Subject: Replacement Motor for Wastewater Treatment

OMI has requested to replace one of the motors that have failed at the Wastewater Booster Station. The motor was removed for repairs and determined that it could not be repaired by JCI. The replacement motor is the same model and type that is currently being utilized. The requested motor is a backup unit that can be utilized at the primary and booster stations. The delivery time for the new motor is 3 to 4 months once the order is placed. It is critical that we have a backup motor on hand in case of another motor failure. OMI staff has researched other companies for replacement motors and have found the price to be double what JCI is requesting.

Staff recommends purchasing the Siemens 200 HP motor from JCI, of Wichita, Kansas for the total amount of \$ 20,758.00. Funds are available in the Wastewater Treatment fund.

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



To: Mike Klein
From: Peggy Williams
Date: October 2, 2008
Re: 200 HP Motor Replacement

On August 24, the #3 pump motor failed at the Booster Pump Station. The motor was removed and taken to JCI for repairs, where it was determined that it could not be repaired due to the upper drive bearing hub loosening up and causing the rotor to drag and melt.

The spare motor was installed and we need to replace it. It is critical to have a spare motor on hand because it takes 3 to 4 months to receive a new one once it is ordered. We can temporarily get by using three pumps, but should another one fail we would not be able to keep up with the flow. For this reason we like to keep a spare one in stock.

Attached is a copy of the quote for the replacement motor.



1335 S. Young
Wichita, KS 67209
Tel#: 316-942-6200
800-669-7867
Fax#: 316-942-6423

9/16/2008

OMI-Dodge City
101 McCausland Road #1
Dodge City, KS 67801

Phone: 316-225-4200

Fax: 316-225-4602

Attention: Mr. Ben Looney

Subject: Siemens 200HP Replacement Motor

Quotation #: 0369478804DDW
Please refer to this number when ordering

Dear Mr. Looney:

JCI Industries, Inc. is pleased to provide a quotation for the repair of the above referenced equipment.

The following quotation provides details of the work and parts to be provided. Please review this information carefully and call us with any questions, or for additional information.

Sincerely,

Derek Boyer
JCI INDUSTRIES, INC.

Mike Davis
Account Executive
JCI INDUSTRIES, INC.



1335 S. Young
 Wichita, KS 67209
 Tel#: 316-942-6200
 800-669-7867
 Fax#: 316-942-6423

Quote #: 0369478804DDW

Item	Description	Qty.	Unit Price	Subtotal
1.00	Siemens 200HP, 1800 RPM, 447HP Replacement Motor Upper drive end bearing hub was loose on the motor sent in for repair. Rotor was dragging on stator causing parts of the rotor to start melting. The motor can not be repaired and a replacement is quoted.	1EA	\$20,758.00	\$20,758.00
Subtotal				\$20,758.00
Total				\$20,758.00

Terms & Conditions			
Proposed Shipping Date	12 Wks After Receiving Order	Payment Terms	Net 20
Shipping Method	Best Way	Shipping Terms	Prepaid and Added to Invoice
F.O.B.	Warehouse	This Quotation is valid for 30 days.	

Thank you for your inquiry!

October 1, 2008

MEMO

TO: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, City Clerk

SUBJECT: Ordinance No.3463

Attached is an ordinance regarding truck parking on city streets for the Commission's consideration. The ordinance repeals the current section 14-204 and replaces it with a new one.

The main differences in the old ordinance verses the proposed one is that the asphalt street reference was eliminated since it is unnecessary to deal with those streets separately. The time the vehicle can be parked was changed from 24 hours to 2 hours. 24 hours is difficult to enforce because police cannot easily monitor the vehicle for 24 hours to tell if it was there the entire time or left and came back. Also, the 24 hours does not prevent an owner operator from driving the vehicle home from work and parking it on the street every night, which seems to be the case in several of the constant complaints we have about this issue.

The ordinance also eliminates the reference to the parking of any trailer not attached to a motor vehicle. This is in conflict with section 93 in the Kansas Standard Traffic Ordinance which deals with trailer parking.

If you have any questions or wish additional information, please contact Glenna Walker or me.

ORDINANCE NO. 3463

AN ORDINANCE REPEALING THE CURRENT CHAPTER XIV, ARTICLE 2, SECTION 204, SAME: PARKING OF CERTAIN MOTOR VEHICLES; AND REPLACING IT WITH A NEW CHAPTER XIV, ARTICLE 2, SECTION 204.

Be it Ordained by the Governing Body of the City of Dodge City, Kansas;

SECTION 1: Chapter XIV, Article 2, Section 204 of the Code of the City of Dodge City and all conflicting ordinances or parts of ordinances is hereby repealed.

SECTION 2: A new Chapter XIV, Article 2, Section 204 of the Code of the City of Dodge City is hereby adopted to read as follows:

14-204 SAME; PARKING OF CERTAIN MOTOR VEHICLES;

(a) It shall be unlawful for any person to park, cause to be parked or permit to remain parked on any of the streets of the city for a period in excess of 2 hours, any type of motor vehicle other than a regular passenger vehicle, commonly known as an automobile, or a truck with a manufacturer's rated carrying capacity of three-fourths of a ton or less. Any truck of a greater rated capacity, truck trailer, semitrailer, camper trailer, motorized camper, bus, or bus type motor vehicle equipped for the housing of persons, either temporarily or permanently, is expressly prohibited.

(b) Nothing in this section shall prohibit any of the vehicles, herein before described, from parking temporarily to engage in the active loading and/or unloading of items.

(c) The provisions of this section shall not be applicable to those vehicles engaged in repairing, maintaining, or constructing streets, alleys, utility services, conducting refuse and solid waste collections, responding to medical, law enforcement or fire emergencies, or other city vehicles.

(d) The governing body declares it is its intention in enacting this section to preserve the streets of the city for vehicular traffic and to remove therefore motor vehicles and motor equipment of such size and weight as will contribute to the rapid deterioration of the public streets or to impede the normal flow of traffic or to obstruct the vision of motorist upon the streets. It is further the express purpose of this ordinance to prevent persons from utilizing the streets of the city for the storage of recreational equipment.

SECTION 3. This Ordinance shall take effect following its publication in the local newspaper as required by law.

Approved by the Governing Body of the City of Dodge City in regular session this 6th day of October, 2008

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: Ken Strobel
City Manager*

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

Date: October 2, 2008

*RE: 14th Avenue Sanitary Sewer Extension
SS 0803*

Background:

LAI has been working to acquire the necessary temporary easements and right-of-way for the 14th Avenue project. They have acquired all but three properties. Two require temporary construction easements and one requires permanent right-of-way. During a previous commission meeting a resolution authorizing the use of eminent domain to acquire the necessary easement and right-of-way was approved. This ordinance would proceed with condemnation of these three properties named in the ordinance.

Recommendation:

Staff would recommend approval of this ordinance as submitted. We are hopeful that by proceeding in this direction, the project can be let prior to the end of the year. Should you have any questions, please let me know.

JF/mjr

PUBLISHED IN THE DODGE CITY DAILY GLOBE ON _____, 2008

ORDINANCE NO. 3464

AN ORDINANCE PROVIDING FOR THE ACQUISITION BY EMINENT DOMAIN OF CERTAIN PRIVATE PROPERTY, EASEMENTS AND RIGHT-OF-WAY THEREIN, FOR THE PURPOSE OF ACQUIRING REAL PROPERTY FOR THE CONSTRUCTION, IMPROVEMENT OF FOURTEENTH AVENUE AND A PORTION OF BURKHART STREET IN THE CITY OF DODGE CITY, FORD COUNTY, KANSAS; DESIGNATING THE LANDS REQUIRED FOR SUCH PURPOSES AND DIRECTING THE ATTORNEY RETAINED BY THE CITY TO FILE A PETITION IN THE DISTRICT COURT OF FORD COUNTY, KANSAS, FOR ACQUISITION OF THE LANDS AND EASEMENTS THEREIN TAKEN AND PROVIDING FOR PAYMENT OF THE COST THEREOF.

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

SECTION 1. That it be and is hereby declared to be a public necessity to acquire by eminent domain proceedings for the purpose of public right-of-way for street improvements to Fourteenth Avenue and a portion of Burkhart Street in the City of Dodge City, Ford County, Kansas, the lands and easements hereinafter described in Section 2.

SECTION 2. That the descriptions of the lands and title therein necessary for the purpose of such action identified on Exhibit A attached hereto.

SECTION 3. That the attorney retained by the City is hereby authorized and directed to commence proceedings in eminent domain in the District Court of Ford County, Kansas, for the appropriation of said lands and determination of the compensation to be awarded for the taking thereof.

SECTION 4. That the costs of said acquisition when ascertained, including all costs and expenses assessed by the court or incurred in furtherance of the City's exercise of its power of eminent domain, shall be paid from the general fund,

SECTION 5. That the costs of this action shall be charged to the City of Dodge City.

SECTION 6. That this Ordinance shall take effect and be in force from and after its passage and publication once in the official City paper.

ADOPTED at Dodge City, Kansas, this 6th day of October, 2008.

CITY OF DODGE CITY, KANSAS

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

EXHIBIT A

Parcel 1 Hy-Plains Shopping Center

TEMPORARY CONSTRUCTION EASEMENT:

A temporary easement for the purposes of the design, construction, widening, improvement, repair and maintenance of Fourteenth Avenue and a portion of Burkhart Street in the City of Dodge City, Ford County, Kansas, described as follows:

All that part of Lot 2, Block 2, HY-PLAINS SHOPPING CENTER, a subdivision in the Southeast Quarter of Section 22, Township 26 South, Range 25 West, Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence South 89°16'40" West, along the South line of said Lot 2, a distance of 136.01 feet; thence North 01°30'20" West, parallel with the East line of said Lot 2, a distance of 20.00 feet; thence North 89°16'40" East, parallel with said South line, a distance of 112.01 feet; thence North 01°30'20" west, parallel with said East line, a distance of 151.42 feet; thence North 12°03'19" East, a distance of 61.84 feet; thence North 01°30'20 West, parallel with said East line, a distance of 185.65 feet; thence South 89°16'40" West, a distance of 10.00 feet; thence North 01°30'20" West, parallel with said East line, a distance of 417.42 feet to a point on the North line of said Lot 2; thence North 89°16'40" East, along said North line, a distance of 19.51 feet, to the Northeast corner of said Lot 2; thence South 01°30'20" East, along said East line, a distance of 834.80 feet, to the Point of Beginning, containing 17,269.39 square feet, or 0.3965 acres, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the highway construction for which this easement is acquired, whichever shall first occur.

RIGHT-OF-WAY:

A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Fourteenth Avenue and a portion of Burkhart Street in the City of Dodge City, Ford County, Kansas, described as follows:

All that part of Lot 2, Block 2, HY-PLAINS SHOPPING CENTER, a subdivision in the Southeast Quarter of Section 22, Township 26 South, Range 25 West, Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Southeast corner of said Lot 2; thence South 89°16'40" West, along the South line of said Lot 2, a distance of 35.51 feet; thence North 43°58'04" East, a distance of 42.09 feet; thence North 01°30'20" West, parallel with the East line of said Lot 2, a distance of 201.82 feet; thence North 05°20'51" East, a distance of 46.09 feet, to a point on the East line of said Lot 2;

thence South 01°30'20" East, along the East line of said Lot 2, a distance of 277.58 feet, to the Point of Beginning, containing 1,849.61 square feet, or 0.0425 acres more or less.

Parcel 2
First Assembly of God Church of Dodge City, Kansas

TEMPORARY CONSTRUCTION EASEMENT:

A temporary easement for the purposes of the design, construction, widening, improvement, repair and maintenance of Fourteenth Avenue and a portion of Burkhart Street in the City of Dodge City, Ford County, Kansas, described as follows:

Commencing at the Northeast corner of said Northeast quarter; thence South 00°00'00" East, along the East line of said Northeast quarter, a distance of 1,758.06 feet; thence North 90°00'00" West, a distance of 50.00 feet, to a point on the West right-of-way line of Fourteenth Avenue, as now established and to the Point of Beginning; thence South 00°00'00" East, along said right-of-way line, a distance of 373.10 feet; thence South 90°00'00" West, a distance of 20.00 feet; thence North 00°00'00" West, parallel with said right-of-way line, a distance of 373.10 feet; thence North 90°00'00" East, a distance of 20.00 feet, to the Point of Beginning, containing, 7,462.00 square feet or 0.171 acres, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the highway construction for which this easement is acquired, whichever shall first occur.

Parcel 3
Walgreens

TEMPORARY CONSTRUCTION EASEMENT:

A temporary easement for the purposes of the design, construction, widening, improvement, repair and maintenance of Fourteenth Avenue and a portion of Burkhart Street in the City of Dodge City, Ford County, Kansas, described as follows:

All that part of Lot 1, Block 1, 14th AND COMANCHE ADDITION, a subdivision in Dodge City, Ford County, Kansas, more particularly described as follows:

Beginning at the Northeast corner of said Lot 1; thence South 01°30'20" East, along the East line of said Lot 1, a distance of 102.06 feet; thence South 88°29'40" West, a distance of 15.00 feet; thence North 01°30'20" West, parallel with said East line, a distance of 102.32 feet, to a point on the North line of said Lot 1; thence North 89°30'14" East, along said North line, a distance of 15.00 feet, to the Point of Beginning, containing 1,532.84 square feet or 0.0352 acres more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the highway construction for which this easement is acquired, whichever shall first occur.

October 2, 2008

MEMO

TO: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk

SUBJECT: Resolution No. 2008-17

Attached is Resolution No. 2008-17 along with a Supplemental Bond Agreement and Final Bond Form. This resolution is necessary because of a change in original bond with Kimbroy Properties. Kimbroy's agreement was the result of the IRB's the City issued for the Best Western Country Inn and Suites. The original bond was changed from a fixed rate to an adjustable rate which changed the entire bond, thus changed the bond agreement.

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

RESOLUTION NO. 2008-17

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS APPROVING THE FORM OF AN AMENDMENT TO A CERTAIN BOND AGREEMENT ENTERED INTO BY THE CITY IN CONNECTION WITH THE ISSUANCE BY THE CITY OF ITS TAXABLE INDUSTRIAL REVENUE BONDS (KIMBROY'S PROPERTIES L.L.C.).

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

Section 1. Approval of Form of Bond Agreement Amendment No. 1. That the form of Bond Agreement Amendment No. 1 to be entered into between the City of Dodge City, Kansas (the "Issuer"), Legacy Bank, Wichita, Kansas (the "Bondowner"), and Kimbroy's Properties L.L.C. (the "Tenant") amending the Bond Agreement dated as of the Issue Date of the Bonds among the Issuer, the Tenant and the Bondowner, entered into in connection with the issuance by the Issuer of its Taxable Industrial Revenue Bonds (Kimbroy's Properties L.L.C. Project) is hereby approved in substantially the form presented to the governing body concurrently with this Resolution.

Section 2. Authorization to Execute and Deliver Documents. The Mayor and City Clerk are hereby authorized to execute and deliver on behalf of the Issuer the Bond Agreement Amendment No. 1, a replacement Series 2007 Bond and any other documents or certificates as may be necessary or desirable to carry out the provisions of this resolution upon receipt of the original documents signed on behalf of the Bondowner by a duly authorized officer, and consented to by the Tenant.

Section 3. Effective Date. This Resolution shall take effect from and after its adoption by a majority of the governing body of the Issuer.

Adopted by the City of Dodge City, Kansas this ____ day of October, 2008.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

BOND AGREEMENT AMENDMENT NO. 1

THIS BOND AGREEMENT AMENDMENT NO. 1, is made and entered into as of October ____, 2008 among the **CITY OF DODGE CITY, KANSAS**, a municipal corporation ("Issuer"); **LEGACY BANK, WICHITA, KANSAS** ("Bondowner") and Kimbroy's Properties L.L.C. (the "Tenant").

Recitals

A. Issuer, Tenant and Bondowner are parties to a Bond Agreement ("Bond Agreement"), dated as of their Issue Date, whereby Issuer's governing body passed an ordinance authorizing Issuer to issue its Taxable Industrial Revenue Bonds, Series 2007 (Kimbroy's Properties L.L.C.), in the principal amount of \$2,970,000 (the "Series 2007 Bond"), for the purpose of acquiring, constructing, furnishing and equipping a hotel facility (the "Project").

B. The Issuer has leased the Project to the Tenant pursuant to the terms of a Lease, dated as of the Issue Date of the Series 2007 Bond (the "Lease")

C. Pursuant to *Section 8* of the Bond Agreement, the parties desire to amend and supplement the Bond Agreement as provided herein.

Agreement

NOW, THEREFORE, in consideration of the foregoing recitals, the covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, agree as follows:

1. *Capitalized Terms.* All capitalized terms not otherwise defined shall have the same meanings as in the Bond Agreement.

2. *Ratification of Bond Agreement.* The Issuer, the Bondowner and the Tenant each acknowledges and confirms that the Bond Agreement is in full force and effect as of the date hereof and that none of them knows of the existence of any default under the Bond Agreement.

3. *Amendments to Exhibit A to the Bond Agreement Form of Series 2007 Bond.*

(a) The form of the Series 2007 Bond attached as *Exhibit A* to the Bond Agreement and in the originally issued Series 2007 Bond shall be deleted and replaced in its entirety by *Exhibit A* attached hereto and incorporated herein by reference.

(b) Except as expressly amended herein, the terms of the Bond Agreement shall remain unchanged and in full force and effect.

4. *Consent of the Bondowner.* Bondowner hereby represents and warrants that it is the Owner of 100% of the aggregate principal amount of all Outstanding Series 2007 Bond as of the date hereof. Bondowner hereby acknowledges that, except as expressly amended herein, the Bond Agreement and all related documents shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Bond Agreement Amendment No. 1 to be executed.

CITY OF DODGE CITY, KANSAS

By: _____
E. Kent Smoll, Mayor

[SEAL]

ATTEST:

By: _____
Nannette Pogue, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF FORD)

This instrument was acknowledged before me on the _____ day of October, 2008 by E. Kent Smoll, Mayor of the City of Dodge City, Kansas, an incorporated municipality.

[SEAL]

Notary Public

My Appointment Expires:

Typed or Printed Name of Notary Public

LEGACY BANK

By: _____
Authorized Officer

ACKNOWLEDGMENT

STATE OF KANSAS)
)
COUNTY OF SEDGWICK)

This instrument was acknowledged before me on the _____ day of October, 2008 by Brad E. Yaeger, Executive Vice President of Legacy Bank, Dodge City, Kansas

[SEAL]

Notary Public

My Appointment Expires:

Typed or Printed Name of Notary Public

CONSENT OF TENANT TO BOND AGREEMENT AMENDMENT NO. 1

Kimbro's Properties L.L.C., tenant under the Bond Agreement with the City of Dodge City, Kansas entered into in connection with the issuance of the Issuer's Taxable Industrial Revenue Bonds, Series 2007 (Kimbro's Properties L.L.C.) hereby consents to Bond Agreement Amendment No. 1 and hereby acknowledges compliance by the Issuer with the notice provisions of *Section 8* of the Bond Agreement.

KIMBROY'S PROPERTIES L.L.C.

By: _____
Authorized Officer

UNITED STATES OF AMERICA
STATE OF KANSAS

CITY OF DODGE CITY, KANSAS

TAXABLE INDUSTRIAL REVENUE BOND
(KIMBROY'S PROPERTIES L.L.C.)
SERIES 2007

The City of Dodge City, Kansas (the "Issuer"), hereby promises to pay, solely out of the sources hereinafter specified, to **LEGACY BANK**, the registered owner hereof, or registered assigns (the "Bondowner"), the principal sum of

_____ **DOLLARS**

plus interest on the unpaid balance hereof from the Issue Date, or from the most recent date to which interest has been paid or duly provided for, until paid in lawful money of the United States of America, payable as follows:

- a. On and after the First Payment Date, the principal amount of this Bond, together with interest in arrears at the Initial Rate, shall be paid in monthly installments equal to the Amortization Amount (herein defined), commencing on the First Payment Date and continuing on each Payment Date thereafter until the first Adjustment Date.
- b. On and after the first Adjustment Date, monthly installments of the Amortization Amount, including interest accrued thereon at the Adjustable Rate, being the rate of interest determined on the first Adjustment Date as adjusted from the Initial Rate on that date, and as subsequently adjusted on each succeeding Adjustment Date for the period of time between Adjustment Dates, commencing on the first Payment Date after the first Adjustment Date and continuing on each Payment Date thereafter until the Final Maturity Date.
- c. One final payment in the amount of the entire unpaid balance hereunder (including all accrued and unpaid interest) on the Final Maturity Date.

The "Adjustable Rate" shall mean a rate of interest per annum equal to the New York prime commercial leading rate as published in the *Wall Street Journal*, plus ½% basis points, provided such rate shall not be less than 6.50% per annum nor more than 9.00% per annum.

The "Adjustment Date" shall mean the first anniversary of the Issue Date, and each yearly anniversary thereafter until the entire principal balance is paid in full.

The "Amortization Amount" shall mean an amount sufficient to fully amortize and pay, in substantially equal monthly installments of principal and interest over a period of 180 months commencing on the Issue Date and ending on the Final Maturity Date, the entire unpaid balance of this Bond as of the Issue Date.

The Amortization Amount will be modified on each Adjustment Date and a new *Schedule A* will be prepared by the Bank and attached to this Bond.

The "Final Maturity Date" shall mean the first day of the 120th month after the First Payment Date.

The "First Payment Date" shall mean the first day of the first calendar month following the Issue Date.

The "Issue Date" shall mean the date endorsed by the fiscal and paying agent on the Certificate of Authentication on this Bond.

The "Payment Date" shall be the first day of each calendar month following the First Payment Date.

Payments of principal of and redemption premium, if any, and interest on this Bond shall be made in immediately available funds no later than 11:00 A.M., Central time, on the Payment Date, at the Bank's commercial banking office in Wichita, Kansas or such other place as the Bank may from time to time designate in writing, in lawful money of the United States of America. If the principal of or interest on this Bond falls due on a day other than a Business Day, then such due date shall be extended to the next succeeding full Business Day. If payment is made by check, the check must be delivered to the Bank at least 3 Business Days prior to the Payment Date.

If there is a default in the payment of any item or installment when due, the item or installment so in default shall continue as an obligation hereunder until the same shall be fully paid, and such item or installment shall be payable upon demand with interest thereon.

This Bond is issued pursuant to an Ordinance of the governing body of the Issuer and a Bond Agreement dated as of the Issue Date of this Bond (the "Bond Agreement"), between the Issuer, the Bank, as owner of the Bonds and Kimbroy's Properties L.L.C. (the "Tenant"), for the purpose of providing funds for the acquisition of a hotel facility located in the City of Dodge City, Kansas, including buildings, fixtures, improvements, furnishings, machinery, equipment and related support facilities (the "Project"), to be made pursuant to a Lease, dated as of the Issue Date of this Bond (the "Lease"), between the Issuer and the Tenant by the authority of and in conformity with the constitution and statutes of the state of Kansas, including particularly K.S.A. 12-1740 *et seq.*, as amended, and all other laws of said state applicable thereto.

This Bond and the interest and redemption premium, if any, hereon are payable solely out of the revenues derived by the Issuer from the Project and pursuant to the Lease. This Bond and the interest and redemption premium, if any, hereon do not constitute a debt of the Issuer, or of the State of Kansas, and neither the Issuer nor said state shall be liable thereon, and this Bond shall not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. The Tenant's obligations under the Lease are secured by a Collateral Assignment of Lease (the "Collateral Assignment") dated as of the Issue Date of this Bond, from the Tenant to the Bank. To secure the payment of the principal of and redemption premium, if any, and interest on this Bond, the Issuer has assigned to the Bank substantially all its rights under the Lease pursuant to an Assignment of Lease and Security Agreement, dated as of the Issue Date of this Bond (the "Assignment"). In addition, the payment of the principal of and redemption premium, if any, and interest on this Bond has been unconditionally guaranteed by the Tenant and by William Cunningham and Kim Cunningham, husband and wife, jointly and severally, pursuant to a Guaranty Agreement, dated as of the Issue Date of this Bond (the "Guaranty Agreement"). Performance of the obligations of the Tenant as a guarantor under the Guaranty Agreement is secured by the Collateral Assignment and by a mortgage of the Project. Reference is hereby made to the Bond Agreement, the Lease, the Assignment, the Collateral Assignment and the Guaranty Agreement for a further description of the Project, the rights, duties and obligations of the Issuer, the Tenant, the Bank and any other owners of the Bonds, the security for this Bond and such obligations hereunder.

In the event of a Change of Circumstances (as defined in the Bond Agreement), this Bond shall be subject to redemption and payment prior to the stated maturity thereof at the option of the Issuer, upon instructions from the Tenant, on any date, at the par value of the principal amount thereof, plus accrued interest thereon to the redemption date, without premium.

This Bond is also subject to redemption in whole or in part, in even multiples of \$100 by the Issuer, at the option of and upon instructions from the Tenant to the Issuer, on any date, at the par value of the principal amount thereof, without premium, plus interest accrued to the date of redemption.

This Bond shall be redeemed in part, in order to exhaust any money that may remain in the Project Fund after the Completion Date and after payment in full of all Project Costs (as said terms are defined in the Bond Agreement) as soon as practicable after such Completion Date at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

This Bond shall be redeemed in part, in order to exhaust any Net Proceeds (as defined in the Lease) of insurance or condemnation awards paid into the Bond Fund as soon as practicable after receipt at a price equal to the principal amount of this Bond to be redeemed, plus accrued interest thereon to the redemption date, without premium.

Notice of any call for redemption at the option of the Tenant shall be given by the Issuer or the Tenant on behalf of the Issuer to each owner of the Bonds at its address as it appears on the records maintained by the Bank as fiscal and paying agent by first class mail, postage prepaid, mailed not less than ten (10) days prior to the redemption date.

All portions of this Bond so called for redemption will cease to bear interest on the specified redemption date, provided funds or securities in which such funds are invested for their redemption are on deposit with the paying agent prior to the redemption date, and shall no longer be entitled to the benefits and protection of the Bond Agreement and shall not be deemed to be outstanding.

If this Bond is redeemed in part, it need not be delivered to the Bank or the Issuer to note such partial redemption, but the owner of the Bonds may note such partial redemption by endorsing the acknowledgment provided on this Bond. Any redemption in part of this Bond shall be applied to reduce the installments of principal hereof in inverse order of their maturity.

This Bond is issuable in the form of a fully registered Bond without coupons. This Bond shall be transferable by the owner of this Bond upon the surrender of the certificate or certificates representing this Bond for transfer or exchange at the offices of the Bank as fiscal and paying agent, accompanied, in the case of a transfer, by a written instrument of transfer executed by the owner of this Bond or its attorney in fact duly authorized in writing. Upon such surrender, the Bank shall cause the Issuer to execute and deliver in the name of the transferee a new registered Bond certificate or certificates in an aggregate principal amount equal to the unpaid principal amount hereof. The Issuer, the Bank, the Tenant and the Guarantor may deem and treat the person in whose name this Bond certificate is registered as the absolute owner of the principal amount of the Bonds represented by this certificate for the purpose of receiving payment of, or on account of, the principal or interest due hereon and for all other purposes. Transfer of this Bond certificate is subject to certain further conditions and restrictions as further endorsed hereon.

In certain events, on the conditions, in the manner and with the effect set forth in the Bond Agreement, the principal of this Bond may be declared due and payable before the stated maturity hereof, together with interest accrued hereon. Modifications or alterations of this Bond may be made only to the extent and in the circumstances permitted by the Bond Agreement.

IN WITNESS WHEREOF, the Issuer has caused this Bond to be executed in its name by the manual signature of the Mayor and attested by the manual signature of the City Clerk and its official seal to be affixed hereto or imprinted hereon, and has caused this Bond to be dated as of the Issue Date of this Bond.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

By: _____
City Clerk

CERTIFICATE OF AUTHENTICATION

This Bond certificate evidences ownership of the City of Dodge City, Kansas Taxable Industrial Revenue Bonds, Series 2007 (Kimbroy's Properties L.L.C.), as described herein and in the Bond Agreement described herein. The Issue Date of this Bond is October 24, 2007.

**LEGACY BANK
Wichita, Kansas,
as fiscal and paying agent**

By: _____
Authorized Officer

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto

Print or Type Name and Address of Transferee

the Bonds represented by this certificate and all rights thereunder, and hereby authorizes the transfer of the within Bond on the books kept by the Bank for the registration and transfer of Bonds.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By:

[Seal of owner of the Bonds]

(Name of Eligible Guarantor Institution)

By: _____
Title: _____

Signature must be guaranteed by an eligible guarantor institution as defined by S.E.C. Rule 17 Ad-15 (17 C.F.R. 240.17-Ad-15).

THIS BOND MAY NOT BE TRANSFERRED EXCEPT IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SECURITIES ACT OF 1933, AS AMENDED, AND APPLICABLE STATE SECURITIES LAWS, OR IN A TRANSACTION EXEMPT FROM THE APPLICATION OF FEDERAL AND STATE SECURITIES LAWS.

**ACKNOWLEDGMENT OF PARTIAL REDEMPTION
RECORD OF PAYMENTS**

Partial prepayments of the principal of this Bond may be made directly to the registered owner hereof without surrender hereof to the Bank, and each registered owner hereof may record such prepayment on the table set forth below. Accordingly, any purchaser or other transferee of this Bond should verify with the Bank the principal hereof outstanding prior to such purchase or transfer, and the records of the Bank shall be conclusive for such purposes.

<u>Payment</u> <u>Date</u>	<u>Amount</u> <u>Paid</u>	<u>Signature</u>	<u>Payment</u> <u>Date</u>	<u>Amount</u> <u>Paid</u>	<u>Signature</u>
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Memorandum

August 30, 2008

TO: Ken Strobel
City Manager
FROM: Joseph E. Finley, P.E. *JF*
Director of Engineering Services
RE: 14th Avenue Sanitary Sewer Extension
SS 0803

Background:

Owners of the property just north of Hobby Lobby have requested city sewer for several years. The cost of providing a sewer extension to this lot was not feasible for this one property. However, the alignment for the proposed sewer line would place it under a portion of the new pavement that will be constructed with the 14th Avenue construction project. Without this sewer, future development to the north cannot take place. Therefore, staff felt that it should be done as a part of the 14th Avenue project. Recently the residential property sold to allow for construction of a bank. This project was pulled from the street construction and let separately. Staff felt this would allow this project to be completed during the time frame the bank has set for their construction.

Consideration:

Proposal and bids were prepared and the project was advertised. Two bids were received on Tuesday, September 30, 2008

- APAC Shears – Dodge City 66,729.05
- Dick Construction – Garden City 164,162.75

The engineering estimate for this project is \$116,362.50

Recommendation:

Staff would recommend awarding the project to APAC Shears in the amount of \$66,729.05. Funds will come from Wastewater Treatment. APAC anticipates beginning this project by March 1, 2009. Should you have any questions, please let me know.

JF/mjr



City of Dodge City

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

Memorandum

To: City Commission
Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
cc: Golf Course Advisory Board
Date: October 1, 2008
Subject: Golf Course Advisory Board Appointment

A handwritten signature in black ink, appearing to be "A", is located to the right of the memorandum header.

An opening exists on the Golf Course Advisory Board due to the resignation of Steve Doll. Mr. Doll informed us he will not be able to complete his term on the Board which expires in January of 2010.

The Advisory Board recommends Ms. Judy Bleumer be appointed to fill the unexpired term. Ms. Bleumer served on the Advisory Board previously as a representative of the Women's Golf Association. When this opening occurred she was contacted to see if she would be interested in serving again and expressed a willingness to do so.

At their September meeting, the Advisory Board voted unanimously to recommend Ms. Bleumer be appointed to fill the remainder of the term. If there are any questions, I'll be happy to answer them or provide additional information if necessary.