

CITY COMMISSION AGENDA

City Commission Chambers
Monday, December 15, 2008 7:00 p.m.
MEETING #4739

CALL TO ORDER

ROLL CALL

INVOCATION:

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 Work Session Meeting minutes, December 1, 2008
2. Approval of City Commission Meeting minutes, December 1, 2008
3. Approval of Joint City/County Meeting minutes, December 8, 2008
4. Approval of City Commission/Department Head Retreat minutes, December 10, 2008
5. Appropriation Ordinance No. 24, December 15, 2008
6. Cereal Malt Beverage License
 - a. Casa Alvarez, 1701 W. Wyatt Earp, Dodge City
 - b. Mariscos Mayarit Restaurant, 509 N. 2nd, Dodge City
7. Approval of CVB Billboard Contract
8. Approval of CVB State TV Contract
9. Approval of the 3rd Avenue Sidewalk Reconstruction Change Order 2
10. Approval of N. 14th Avenue Widening Change Order 2

ORDINANCES & RESOLUTIONS

Resolution No. 2008-23: A Resolution Amending Resolution 2007-28 Establishing Special Sanitary Sewer Rates for Large Volume Wastewater Customer for the City of Dodge City.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of KDOT Project 29, Reconstruction of a Portion of US-400, East Trial Street. Presented by Joe Finley, Director of Engineering Services.

Approval of Bids for 3rd Avenue Drainage Project. Presented by Joe Finley, Director of Engineering Services.

Approval of Bid for Automatic Side Load Trash Truck. Presented by Corey Keller,

Approval of Interlocal Agreement for Southwest Kansas Coalition. Presented by Cherise Tieben, Assistant City Manager.

Approval of Workers Compensation Bids. Presented by Cherise Tieben, Assistant City Manager.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES
City Commission Chambers
Monday, December 1, 2008 5:00 p.m.
MEETING #4735

CALL TO ORDER

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

NEW BUSINESS: Discussion of Strategic Plan – Presented by Steve Chucovich, Architecture Denver.

Adjournment was had on a motion by Commissioner Sowers, seconded by Commissioner Broeckelman. Motion carried unanimously.

CITY COMMISSION MINUTES
City Commission Chambers
Monday, December 1, 2008 7:00 p.m.
MEETING #4736

CALL TO ORDER

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

INVOCATION: Reverend Adelia Hooley, United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Commissioner Weber moved, Commissioner Sowers seconded to adjourn to Public Hearing. Motion carried unanimously.

PUBLIC HEARING: City of Dodge City 5 Year Street Project Plan for KDOT. Joe Finley, Director of Engineering Services presented the City of Dodge City's proposed plan.

Commissioner Sherer moved, Commissioner Weber seconded to adjourn to regular session. Motion carried unanimously.

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 inquired about the cost of the Strategic plan that was presented during the work session. He also commented about wasteful spending.

City Character Trait: Generosity. Presented by Cherise Tieben, Assistant City Manager.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, November 17, 2008
2. Appropriation Ordinance No. 23, December 1, 2008
3. Cereal Malt Beverage License
 - a. Knights of Columbus Hall, 800 W Frontview, Dodge City
4. Approval of N. 14th Avenue Widening Change Order
5. Approval of 3rd Avenue Sidewalk Reconstruction Change Order

6. Approval of Construction Services for Airport Road with Burns & McDonald
7. Approval of Testing Services with Terracon for Airport Road

Commissioner Sherer moved for approval of the consent calendar, Commissioner Broeckelman seconded. Motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3467: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2008-A, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on Said Bonds as They Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith, and Making Certain Covenants with Respect Thereto, was approved on a motion by Commissioner Sowers, seconded Commissioner Broeckelman. The motion carried unanimously.

Resolution No. 2008-20: A Resolution of the City of Dodge City Supporting the Regional Strategic Plan and Regional Incentives was approved on a motion by Commissioner Broeckelman, seconded by Commissioner Sherer. The motion carried unanimously.

Resolution No. 2008-21: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2008-A, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3467 of the Issuer, Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof, and Authorizing Certain Other Documents and Actions Connected Therewith, was approved on a motion by Commissioner Sowers, seconded by Commissioner Broeckelman. The motion carried unanimously.

Resolution No. 2008 -22: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2008-1, of the City of Dodge City, Kansas, Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payments and Security Thereof, and Authorizing Certain Other Documents and Actions Connected Therewith, was approved on a motion by Commissioner Sowers, seconded by Commissioner Broeckelman. The motion carried unanimously.

NEW BUSINESS

The Final Plat of Mariah Center was approved on a motion by Commissioner Sowers, seconded by Commissioner Weber. Motion carried unanimously.

The City of Dodge City 5 Year Street Project Plan for KDOT was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. Motion carried unanimously.

OTHER BUSINESS

Cherise Tieben, Assistant City Manager reported on the progress of various projects. Wyatt Earp will start after January 1st. Condemnation proceedings on 14th continue and the 14th Avenue reconstruction bid will be let in January. Trusses are up on the Cavalier restrooms. The shade screening is up at Legends Park. The airport road has been reopened and the project is suspended till spring. The Southwest Kansas Coalition Interlocal Agreement is proceeding. The public hearings are scheduled for the comprehensive plan. The Master Tourism Plan will be delivered soon. The end of the year Dodge City Raceway Park financial statements will be given to the Commission next week. Additional meetings will be held every Monday in December. We are continuing to work closely with the casino for their development. A City Commission/Department Head retreat will be held on December 10th.

Smoll encouraged everyone to shop local during the Christmas season.

Commissioner Sherer moved, Commissioner Weber seconded to adjourn the meeting. The motion carried unanimously.

CITY COMMISSION MINUTES JOINT CITY/COUNTY MEETING

City Commission Chamber
Monday, December 8, 2008 4:00 p.m.
MEETING #4737

CALL TO ORDER

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

Ford County Commissioners present were Terry Williams, Kim Goodnight and John Swayze.

NEW BUSINESS

1. The Joint Commissions discussed the appointment of a CFAB Member. Cherise Tieben presented the recommendation by the review committee. Jim Lembright was appointed to fill the unexpired term of Greg Starks on the Community Facilities Advisory Board (CFAB) on a motion by Commissioner Broeckelman, seconded by Commissioner Sowers. The motion carried unanimously.

Ford County vote – Commissioner Williams moved to approve the appointment of Jim Lembright to the unexpired term of Greg Starks on the CFAB. The motion was seconded by Commissioner Swayze and carried unanimously.

2. The Joint Commissions discussed the proposed agreement with Global Entertainment for project management and management of the Special Events Center. The agreement is not yet complete and the proposed agreement is being drafted and reviewed by the City Manager, City Attorney, County Manager, County Attorney and Ivan Moore. Ivan Moore representative of Global Entertainment was introduced to the Commissioners and answered questions.
3. Nannette Pogue presented the 2009 Special Sales Tax Project Fund budget. The budget was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. The motion carried on a vote of 4-1, with Commissioner Broeckelman voting nay.

Ford County vote – Commissioner Goodnight moved, Commissioner Williams seconded the motion to approve the 2009 Special Sales Tax Fund budget. The motion carried unanimously.

Adjournment was had on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried unanimously.

**CITY COMMISSION/DEPARTMENT HEAD
RETREAT MINUTES**

Mariah Hills Golf Clubhouse
Wednesday, December 10, 2008 5:00 P.M.
MEETING #4738

CALL TO ORDER

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

NEW BUSINESS

1. Discussion of March 2008 Retreat Results
2. Discussion of 2009 Goals Discussion
3. Discussion of Legislative Policy

ADJOURNMENT: Commissioner Sowers moved to adjourn the meeting, seconded by Commissioner Weber. Motion carried unanimously.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS, December 3, 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 Rocio Alvarez
 (b) Age 48
 (c) Place and date of birth Mexico
5-10-1960
 (d) Residence address 1204 Shira St
Dodge City KS
 (e) I have been a resident of the State of Kansas 25
 _____ years.
2. The premises for which the license is desired are located at
1701 W wyatt Earp
Dodge City, KS 67801
 (a) The legal description of said property is _____
TWN 26 - Range 25, Begin at
Inter of 14th Ave + Wyatt Earp
then West 986° S alg R/W
of Wyatt Earp
 (b) The street number is 1701

 (c) The building to be used is Restaurant

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

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is _____
Javier Alvarez
1204 Shira St. Dodge City
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:
Wichita Ks
2-22-98
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 _____

 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 () 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 \$ 275⁰⁰ is enclosed herewith.

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, NOV. 28, 2008

TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF DODGE CITY, 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 RAMON PRECIADO
(b) Age 61 YEARS
(c) Place and date of birth MEXICO SEPT. 4 1947
(d) Residence address 806 CENTRAL
3. The name and address of the owner or owners of the premises upon which the proposed business will be located is RAMON PRECIADO 806 CENTRAL
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. SEPT. 15 1987
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 (), 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 (X). For a license to retail cereal malt beverages in original and unopened containers and not for consumption on the premises ().

2. The premises for which the license is desired are located at 509 N. 2ND DODGE CITY, KANSAS 67801

(a) The legal description of said property is

(b) The street number is 509

(c) The building to be used is Restaurant

(d) The business will be conducted under the following name: MARISEOS NAYARIT RESTAURANT, LLC.

A license fee of \$ 275.00 is enclosed herewith.

CITY OF DODGE CITY

MEMO

TO: KEN STROBEL CITY MANAGER, CHERISE TIEBEN ASSISTANT CITY MANAGER
FROM: JAN STEVENS DIRECTOR CONVENTION AND VISITORS BUREAU
CC: LARA BREHM DIRECTOR BOOT HILL MUSEUM
DATE: 12/11/2008

Funding Request for Boot Hill Museum Partnership of Billboard

For your review, I am submitting a request for a continued partnership with the Boot Hill Museum in the form of funding for shared advertisement for billboards located throughout the state of Kansas.

Background

In the mid 1990, a partnership of shared space on 13 billboards was established by the CVB and Boot Hill Museum.

Rationale

At that time, it was determined that our advertising and publicity dollars could be best utilized if we shared space on billboards, thus stretching budget dollars and allowing our monies to be spent wisely.

Currently the partnership between Boot Hill and the CVB, has still served to help us stretch our budget, and allowed us to advertise Dodge City at the 13 locations, at one half of the price it would cost us if we did not have the partnership established.

Funding

In past years, this partnership has not reached the \$11,044.00 level, but as cost rise for services, so has the price of billboard space, this year the costs will exceed the \$10,000.00 level, therefore the need to seek the approval of the city commission through the consent calendar.

I have included this expense into my 2008 and 2009 marketing plan, and currently have funds to support this partnership, additionally; I have polled the CVB Advisory Board, and have obtained a positive result for the continuation of this expenditure.

Recommendation

I would recommend we continue to support the partnership with Boot Hill in 2008, and share cost of the billboards at \$11,044.00.

Supporting documents available upon request.

I am including a letter of request from Lara Brehm, Boot Hill Museum Director.

Thank you for considering this request of expenditure.

Jan Stevens
Director
Dodge City Convention and Visitors Bureau

Billboards Coop with Boot Hill Museum 2008

Lamar Companies

Hwy 54 @ Goddard, KS	\$155/month	1860
I-70 mile marker 232	\$180/month	2160
I-70 West of Wakeeney	\$155/month	1860
I-70 East of Wakeeney	\$155/month	1860
I-70 mile marker 85 west of Salina	\$155/month	1860
Hwy 50 between Kinsley & Macksville	\$75/month	900
US 54 between Fowler & Minneola	\$75/month	900
US 283 South of Ness City	\$75/month	900
Hwy 56 East of Kinsley	\$75/month	<u>900</u>
Total		13,200

CVB Share 50% 6,600

Luminous Neon, Inc.

Hwy 54, 3 miles E of Fowler	\$48/month	576
US 50 8 miles E, near Wright	\$170/month	2040
Hwy 54 near Mullinville	\$215/month	2580
W Hwy 50 Howell	\$280/month	<u>3360</u>
Total		8,556

CVB Share 50% 4,278

*A discrepancy may be noted between totals presented here, and funding requested. These totals are based on a monthly total, some contracts changed mid year, as contracts are not coordinated to change together on the same month, therefore totals here may not be the current total per billboard.



BOOT HILL MUSEUM

Front Street
Dodge City, Kansas 67801
(620) 227-8158
www.boothill.org



November 25, 2008

Jan Stevens
Dodge City Convention & Visitors Bureau
4th and Spruce
Dodge City, KS 67801

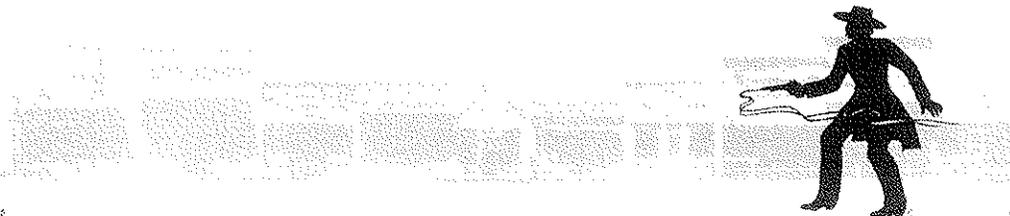
Dear Jan:

Boot Hill Museum has had a long time agreement with the Dodge City Convention & Visitor's Bureau sharing advertising space and cost on thirteen bill boards. The total of your share is \$11,044.00 for this calendar year. This amount will be due Dec. 31, 2008. I previously reviewed with you and provided you copies of the contracts and locations. If you need further information please let me know.

Thank you for your continued partnership with this project. I look forward to working with the CVB in the future on projects that promote tourism and our western heritage.

Sincerely,


Lara Brehm



"Relive the Legend"

CITY OF DODGE CITY

MEMO

TO: KEN STROBEL CITY MANAGER, CHERISE TIEBEN ASSISTANT CITY MANAGER
FROM: JAN STEVENS DIRECTOR CONVENTION AND VISITORS BUREAU
CC: RICHARD SMALLEY, TOURISM MARKETING MANAGER FOR THE STATE OF KANSAS,
TRAVEL AND TOURISM
DATE: 12/11/2008

Funding Request for Television Advertisement of State Kansas Partnership

For your review, I am submitting a request to establish a partnership with the State of Kansas Travel and Tourism Division in the form of funding for shared television advertisement for Dodge City. This advertisement is to be aired in Kansas, Oklahoma, Missouri, and Nebraska. This partnership endeavor is at the rate of \$20,000.00 per year.

Background

The State of Kansas established a partnership for a T.V. ad program in 2007, with the JNA Advertisement Agency that was successful for 8 Kansas community partners. The 8 communities it involved were Lawrence, Kansas City, Topeka, Overland Park, Hutchinson, Manhattan, Salina, and Wichita.

The State of Kansas Travel Tourism Division has made the decision to open this partnership to 2 other communities, extending an invitation to Dodge City.

In June of this year, Richard Smalley, Tourism Marketing Manager for the State of Kansas made a presentation to the CVB Advisory Board, with favorable results from the board. He shared the plan and results for the T.V. marketing program, and asked the board for endorsement of the Dodge City CVB to move forward with plans for the marketing partnership.

Rationale

Currently, the Convention and Visitors Bureau has not been advertising in television media. Cost restraints of purchasing air time on our own, of this magnitude has proven to be cost prohibitive. With this partnership Dodge City would be invited to attend various promotional opportunities, such as travel media events, international trade shows, and an elevated presence on the State of Kansas web page.

At this time, it can be determined that our advertising and publicity dollars could be utilized at a premium if we shared cost for this advertising, thus stretching budget dollars and allowing our monies to be spent wisely, and present Dodge City in the markets and with the presence needed to be successful.

Funding

Production costs for the commercial will be at a minimum, as high resolution b-roll from a video produced by Media Services can be used for raw footage, therefore, little or no cost in production will occur.

I have included this expense into my 2008 and 2009 marketing plan, and currently have funds to support this partnership, additionally; I have polled the CVB Advisory Board, and have obtained a positive result for this expenditure. The cost of this venture will exceed the \$10,000.00 level, therefore the need to seek the approval of the city commission through the consent calendar will be needed.

Recommendation

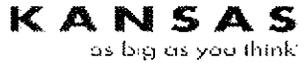
I would recommend we support the partnership with the State of Kansas Travel and Tourism Division, and share cost of T.V. advertisement at \$20,000.00.

I am including a letter of request from Richard Smalley, Tourism Marketing Manager for the State of Kansas, Travel Tourism Division.

Supporting documents available upon request.

Thank you for considering this request of expenditure.

Jan Stevens
Director
Dodge City Convention and Visitors Bureau



Kansas Department of Commerce
 Travel & Tourism Development Division
 1000 SW Jackson St., Suite 100
 Topeka, KS 66612-1354
 Phone (785) 296-3810 / Fax (785) 296-6988

Invoice No. _____ 2

INVOICE

Customer		Date <u>12/4/2008</u>	
Name	<u>Dodge City Convention & Visitors Bureau</u>	Order No.	_____
Address	<u>400 West Wyatt Earp</u>	Rep	_____
City	<u>Dodge City</u> State <u>KS</u> ZIP <u>67801</u>	FOB	_____
Phone	<u>(620) 225-8188</u>		

Qty	Description	Unit Price	TOTAL
1	Co-op with Kansas Travel & Tourism for television advertisements in select markets	\$20,000.00	\$20,000.00

Payment Details

Cash
 Check
 Credit Card

Name _____

CC # _____

Expires _____

SubTotal	\$20,000.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$20,000.00

Office Use Only

2009 Television/Radio Co-op Package

Participant price is \$20,000.00. Total impressions for the TV and Radio placement alone are 11,788,700 (approximate). This produces a CPM (cost per thousand impression) of \$1.66!

KSTT will produce three TV spots with a maximum of three communities in each. We will also produce three radio spots with a maximum of three CVBs per spot as well. New video footage will be acquired as needed and determined by KSTT. (We will not be subsidizing this media buy to the extent we have in previous years in order to place state image ads in new markets, Minneapolis, Chicago and St. Louis.) This is a production value of a minimum of \$5,000. Each community will receive:

Television placement: \$115,000 value

- Markets include:
 - Kansas City
 - Springfield, MO
 - Omaha
 - Columbia/Jefferson City, MO
 - Tulsa
 - Lincoln/Hastings/Kearney, NE
 - Oklahoma City
- Timing: 8 weeks from April 20 – June 14
- Estimated delivery 5,201,666 total gross impressions (each participant)
- 30-second commercials

Radio placement: \$12,500 value

- Markets:
 - Kansas City
 - Omaha
 - Tulsa
- 50% of spots will rotate with co-op partner mention (3 or 4 partners per spot). Mention includes city name and one destination.
- Timing: 8 weeks from April 20 – June 14
- Estimated delivery 6,587,000 gross impressions (each participant)
- 60-second commercials

Video On Demand Placements: \$1,000 value

- Cable spots will be chyroned with a message to go to a specific channel number for videos on the featured cities in the commercial.
- CVB video will be placed on this channel with a selection menu for viewer to choose which video(s) they want to view.

KSTT tested this VOD program during the month of August in Kansas City. Our videos were selected and viewed 1,588 times for a total of 5,130 minutes. We expect that a VOD program earlier in the travel season will exceed these results.

E-blast Exposure \$6,000 value

- Sent to 160,000 TravelKS.com and Kansas Wildlife & Parks subscribers and 100,000 kansascity.com subscribers in MO (outside K.C.), NE, OK, IA
- Timing: April (to coincide with television launch).
- Partners provide two destinations to feature with photos.

Lead Generation: \$1,000 value

- Promotions will be negotiated with stations in each market to provide opt-in e-mail leads.
- Leads will be generated through station website either through their registration process, sweepstakes or dedicated micro site for Kansas Travel.

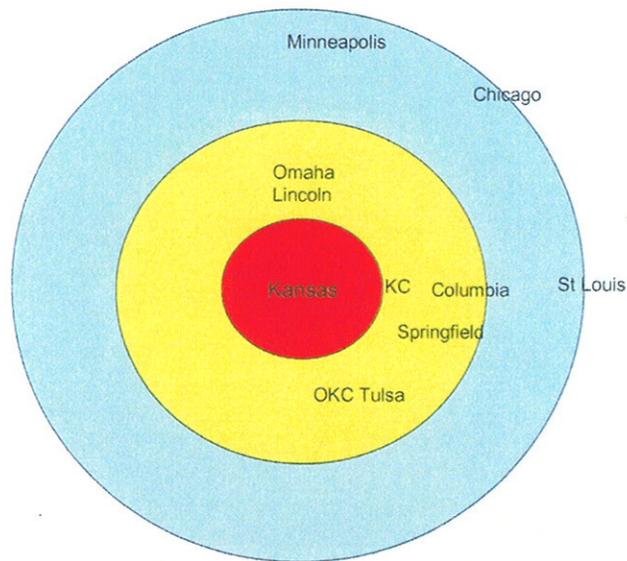
Media Event \$500 value

- Participation in choice of either Denver or Kansas City media event.

TV Co-op Partner Flowchart

	April				May				June			
	6	13	20	27	4	11	18	25	1	8	15	22
Television												
Kansas City			4,448,200 impressions									
Omaha			1,930,900 impressions									
Tulsa			2,367,400 impressions									
Oklahoma City			3,087,300 impressions									
Springfield, MO			1,771,600 impressions									
Columbia/Jeff City			797,200 impressions									
Lincoln/Hastings			1,202,400 impressions									
Radio												
Kansas City			10,091,000 impressions									
Omaha			4,344,500 impressions									
Tulsa			5,326,500 impressions									
Value-Added												
Video On Demand												
E-blast												





2009 Media Strategy

Outer Drive Market 7-9 hour drive (Blue)

Message Beauty without the make-up
 Media TV - National Cable TV (Bravo, HGTV, Travel)
 Radio - none
 Print - National and regional magazines
 Digital/web - viral, PPC, e-blasts

Traditional Drive Market (yellow)

Message Specific attractions and events
 Media TV - Cable and spot TV of co-op ads (2007 ads revised)
 Radio - getaway promotion packages - Omaha, Tulsa, KC
 Print - Newspaper - co-op in vacation planners, pre-print
 Regional magazines - AAA, co-op
 Web - viral, PPC, e-blasts

In-state (red)

Message specific attractions and events
 Media TV - cable if budget allows
 Radio - getaway promotion packages
 Newspaper - pre-print, KPA
 Regional magazines - AAA, co-op
 Web - viral, PPC, e-blasts
 Outdoor- billboards

KANSAS

as big as you think

Multiple

Program	Details	Cost	Timing	Deadline	Category	Recommended For	Contact
Photo Library	Provide destination photos for use by KS T & T Division and Travel Journalists	NO COST	Ongoing	Ongoing	PR	All destinations in Kansas	Jennifer Haugh
TravelK\$.com	Web site listings	NO COST	Ongoing	Ongoing	Promotion: Web	All destinations in Kansas seeking to attract visitors	Katie Bartkoski
TV Co-op Schedule	8 week schedule in 7 Drive Markets	\$20,000	April-May 2009	Dec 1, 2008	Advertising	Designated marketing Organizations	Richard Smalley
Visitor Profile (Ruf)	Analysis of your destination database to better understand your customer	\$1,000-\$3,000	Ongoing	None	Research	Communities/DMOs	Mike Mahoney of Ruf or Richard Smalley

Memorandum

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

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

Date: December 4, 2008

*RE: 3rd Avenue Sidewalk Reconstruction
ST0703*

Attached please find Change Order 2 for your review on the above referenced project. The change order is for an increase of \$3,764.25

The change order is the result of the following.

Remove Pavement, includes Saw Cutting – The increase of 15 S.Y. represents actual field measurements. Some of the added quantities were also due to having to patch of the parking lot.

Remove Curb & Gutter, includes Saw Cutting – The increase of 145 L.F. represents actual field measurements. A majority of this added work was because of the project being extending to cover the T.M. Deal Property. Some of the added quantities were also due to having to reconstruct the curb of the parking lot along the sidewalk that had been damaged by the trees that were previously there or vehicles hitting the curb.

Standard Curb & Gutter, installed – The increase of 145 L.F. represents actual field measurements. As stated before, a majority of this added work was because of the project being extending to cover the T.M. Deal Property. Some of the added quantities were also due to having to reconstruct the curb of the parking lot along the sidewalk that had been damaged by the trees that were previously there or vehicles hitting the curb.

4" Sidewalk – The increase of 69 S.Y. represents actual field measurements. As stated before, a majority of this added work was because of the project being extending to cover the T.M. Deal Property.

4" Sidewalk w/Curb – The decrease of 17 S.Y. represents actual field measurements. This decrease in sidewalk is more than likely due to rounding of calculations during design and field measurements.

Place 7" Reinforced Concrete Drives - The decrease of 125 S.Y. represents actual field measurements. In a measure to cut costs, a driveway off of Front St. was constructed with 6" concrete instead of 7" concrete and the reconstruction of a driveway was deleted from the project. The driveway replaced was previously constructed with 6" concrete. The existing driveway that remained is in good condition and another option was used to provide accessibility across the driveway.

Place 6" Reinforced Concrete Drives - The increase of 54 S.Y. represents actual field measurements. In a measure to cut costs, a driveway off of Front St. was constructed with 6" concrete instead of 7" concrete. This represents the overrun.

Pavers – The increase of 6 S.Y. represents actual field measurements. This added work was because of the project being extending to cover the T.M. Deal Property.

JF/mjr

Memorandum

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

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

Date: December 4, 2008

RE: N. 14th Avenue Widening ST0704

Attached please find Change Order 2 for your review on the above referenced project. The change order is for an increase of \$142.00

The change order is the result of the following.

Additional Pavement Markings – The increase of this additional item was needed to place new traffic pavement markings between Frontview Rd. and US 50. City forces removed the existing lines and the Contractor placed the new lines. The existing lines needed to be moved to make the traffic lanes lineup with the new project.

JF/mjr

Memorandum

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

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

Date: December 9, 2008

*Subject: Industrial Sewer Rate
Dodge City Cheese*

Attached for approval is Resolution 2008-23 that establishes a special sewer rate for Dodge City Cheese. The process required to make cheese from raw milk results in a high quantity of wastewater that also has a high loading. The loadings are above what our wastewater ordinance allows. The City can require the industrial user to pretreat the wastewater to normal limits. It is our understanding that Dodge City Cheese is proposing to use some pretreatment process, but still cannot produce wastewater that will meet the City's requirements.

While our current ordinance does have an industrial charge for customers that exceed the strength limits, I do not believe that it anticipated the volume of water that is being treated and as a result our current industrial charge would result in very high rate. Currently the City only has one other customer that exceeds our limits. A special rate was negotiated with them and has been revised several times. Based on the rate for this customer, a similar rate structure is being proposed for this industrial customer.

A charge of \$1935 for every million gallons of flow regardless of flow provided the monthly flow be below 15,000,000 gallons.

The following surcharges would be added if the flow and strength parameters were exceeded:

BOD₅ > 50,666 pounds per month = \$0.04 per pound
TSS > 39,407 pounds per month = \$0.04 per pound
TDS > 78,813 pounds per month = \$0.04 per pound
FOG > 112,590 pounds per month = \$0.04 per pound
Sodium > 22,518 pounds per month = \$0.04 per pound
Chlorides > 22,518 pounds per month = \$0.04 per pound
Flow > 15,000,000 per month = \$3,870 per MGAL

This rate would need to be renegotiated should the plant expand, as the rate structure is based on the use of 13.5 million gallons per month. Staff would recommend approval of the ordinance as amended.

RESOLUTION 2008-23

A RESOLUTION AMENDING RESOLUTION 2007-28 ESTABLISHING SPECIAL SANITARY SEWER RATES FOR LARGE VOLUME WASTEWATER CUSTOMER FOR THE CITY OF DODGE CITY.

WHEREAS, for the peace, health, safety, and welfare of the citizens of Dodge City, it is deemed necessary for the City to provide wastewater collection and treatment service to its citizens; and

WHEREAS, such wastewater collection and treatment services includes residential, commercial, and industrial users; and

WHEREAS, Federal Regulations require that all users pay a fair and equitable share of the collection of wastewater and for the costs of treatment plan construction, operation and maintenance, and replacement cost,

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the City of Dodge City, Kansas, that the following shall be the fee schedule for Sewer Service in Dodge City

Section 2; AMENDED: Resolution 2007-28; adopted on the 17th day of December 2007 is hereby amended by the following addition:

2.6 Dodge City Cheese, which is an industrial customer, has negotiated the following rate to discharge a high volume of wastewater that may exceed the limits allowed for industrial customers. The rate structure is based on a daily discharge of 450,000 gallons of wastewater.

Volume charge if flow < 15 million gallons	\$1935 per million gallons
Volume charge if flow > 15 million gallons	\$3870 per million gallons > 15 MGAL
BOD ₅ >50,666 lbs per month	\$0.04 per pound above parameter
TSS >39,407 lbs per month	\$0.04 per pound above parameter
TDS>78,813 lbs per month	\$0.04 per pound above parameter
O&G>112,590 lbs per month	\$0.04 per pound above parameter
Sodium>22,518 lbs per month	\$0.04 per pound above parameter
Chlorides>22,518 lbs per month	\$0.04 per pound above parameter

6.0 EFFECTIVE DATE: The rates specified hereinabove shall be come effective upon said customer connecting to the City's sanitary sewer and upon adoption by the City Commission and publication in the official City newspaper.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS this the 15th day of December, 2008.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk



Memorandum

December 9, 2008

TO: Ken Strobel
City Manager

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

RE: KDOT Project 29 U-2197-01

Earlier this year the City entered into agreement with the Kansas Department of Transportation (KDOT) to reconstruction a portion of US-400. As you may recall, KDOT was already letting a project to reconstruct a portion of this highway beginning at the east city limits and proceeding east approximately 15 miles. As the City is responsible for maintaining the portion in the City limits, we decided to add our piece along with KDOT's project. Our hope was that we would save money by combining our smaller project with their larger one.

Recently KDOT received the following bids for this project

Heft and Sons LLC	\$147,916.75
Venture Corporation	\$157,228.54
Shilling Const. Co. Inc.	\$163,972.71
APAC Kansas Inc., Shears Division	\$165,210.26

KDOT is recommending awarding the project to Heft and Sons LLC. The City is responsible for 50% of this cost and 50% of the anticipated construction engineering costs of \$7,396.00. Attached is resolution giving KDOT the authority to award the contract and for commitment and payment of the funds to KDOT. The City must return this resolution and remit payment of \$77,700 by January 5, 2009.

Staff would recommend approval of this resolution as submitted. Should you have any questions, please let me know.

December 4, 2008

Project Number: 29 U-2197-01

Dir of Public Works
Joseph Finley, P.E.-Dir of Public Works
P.O. Box 880
Dodge City, Kansas 67801-0880

Dear Mr. Finley:

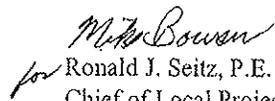
We are listing below the bidder and the low bid received at Topeka, Kansas on 11/19/2008 for the above numbered project.

CONTRACTOR	ADDRESS	TYPE OF WORK	AMOUNT
HEFT AND SONS, LLC	P O BOX 326	Surfacing	\$ 147,916.75
	GREENSBURG, KS 67054		

This is considered satisfactory when compared with the engineer's estimate, and we believe that contracts should be awarded to the low bidder. If this bid is considered acceptable to the City, please sign the enclosed resolution and return it to this office. In order to guarantee the low bid, we must receive the expected resolution on or before 12/20/2008. Upon receipt of the signed resolution and approval by the Secretary of Transportation the contract will be awarded.

A combination of bid items and construction engineering and contingencies less \$200,000.00 Maximum Federal funds will require City matching funds in the amount of \$77,700.00 . The City remittance should be made on or before 1/5/2009.

Sincerely,


for Ronald J. Seitz, P.E.
Chief of Local Projects

RJS:SSC:mb

Enclosures

c: Mayor/City Manager, w/a
Mr. Dale Jost, Chief of Fiscal Services
District Engineer
File, w/a

BUREAU OF LOCAL PROJECTS

Ronald J. Seitz, P.E., Chief

Dwight D. Eisenhower State Office Building

700 S.W. Harrison Street; Topeka, KS 66603-3745 • (785) 296-3861 • Fax: (785) 296-2079

TTY (Hearing Impaired): (785) 296-3585 • e-mail: publicinfo@ksdot.org • Public Access at North Entrance of Building

**AUTHORITY TO AWARD CONTRACT
COMMITMENT OF CITY FUNDS**

December 4, 2008

2 Copies to City
Project Number: 29 U-2197-01
City of Dodge City

WHEREAS bids were received at Topeka, Kansas on 11/19/2008 for the performance of work covered by plans on the above numbered project, and

WHEREAS the bidder and the low bid or bids on work covered by this project were:

CONTRACTOR	ADDRESS	TYPE OF WORK	AMOUNT
HEFT AND SONS, LLC	P O BOX 326	Surfacing	\$ 147,916.75
	GREENSBURG, KS 67054		

WHEREAS bids are considered satisfactory and have been recommended by the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY, for consideration and acceptance of the work on this project as covered by such bid or bids.

A combination of the bid plus an estimated \$7,396.00 for construction engineering less \$200,000.00 Maximum Federal Funds = \$77,700.00 matching City Funds.

BE IT FURTHER RESOLVED that City funds in the amount of \$77,700.00 which are required for the matching of Maximum Federal Funds are hereby pledged by the City to be remitted to the Chief of Fiscal Services of the Department of Transportation of the State of Kansas on or before 1/5/2009 for use by the SECRETARY in making payments for construction work and engineering on the above designated project with final cost being determined upon completion and audit of the project.

Adopted this ____ day of _____, _____, at _____, Kansas

Recommended for

City Engineer

_____, Mayor

Attest:

(Seal)

_____, Member

_____, Member

City Clerk



Memorandum

December 9, 2008

TO: Ken Strobel, City Manager
FROM: Ray Slattery, City Engineer
RE: 2008 Inlet Repair Project, SD 0803
Bid Recommendation

On Tuesday, December 9, 2008, bids were received and read at 2:00 p.m. for the above referenced project. This project consists of replacing the final two old style transverse inlets on Third Ave. The inlets that will be replaced are located at or near the following intersections:

3rd Ave. & Mulberry St.
3rd Ave. & Hickory St.

The following bids were received:

Contractors	Bid Amounts
Brak-Hard Concrete Const. Co., LLC, Dodge City, KS	\$ 37,479.73
JAG Construction Co., Dodge City, KS	\$ 37,659.00

The Engineer's Estimate for this project was \$ 40,565.00. The budgeted amount for this project was \$ 45,000.00. The bid submitted by Brak-Hard Concrete Construction Co. LLC, is below the Engineer's Estimate.

I would recommend awarding this project to Brak-Hard Concrete Construction Co. LLC, in the amount of \$ 37,479.73.

The contractor anticipates beginning this project on April 6, 2009. The contractor will be given 20 calendar days to complete.

If you have any questions, please let me know.

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: 2008 Inlet Repair Project
 PROJECT #: SD 0803
 BID DATE: 12/09/08

CONTRACTOR: JAG Construction Co.
 ADDRESS: P.O. Box 1493
 CITY: Dodge City
 STATE: Kansas
 ZIP: 67801

CONTRACTOR: Brak-Hard Concrete Const. Co., LLC
 ADDRESS: P.O. Box 423
 CITY: Dodge City
 STATE: Kansas
 ZIP: 67801

ENGINEER'S ESTIMATE

LOW BIDDER

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
3rd Avenue & Mulberry Street					
1	Unclassified Excavation	S.Y.	25	\$25.00	\$ 625.00
2	Remove Existing Curb	L.F.	27	\$20.00	\$ 540.00
3	Remove Existing Inlet	Each	1	\$3,000.00	\$ 3,000.00
4	Place Tail Curb	L.F.	27	\$35.00	\$ 945.00
5	Place 7" Type C-2:Plain PCC	S.Y.	26	\$75.00	\$ 1,950.00
6	Install Transverse Inlet	Each	1	\$12,500.00	\$ 12,500.00
7	6" Crushed Conc. Sub-Grade w/Ge	S.Y.	34	\$25.00	\$ 850.00
3rd Avenue & Hickory Street					
1	Unclassified Excavation	S.Y.	29	\$25.00	\$ 725.00
2	Remove Existing Curb	L.F.	16	\$20.00	\$ 320.00
3	Remove Existing Inlet	Each	1	\$3,000.00	\$ 3,000.00
4	Place Tail Curb	L.F.	16	\$35.00	\$ 560.00
5	Place 7" Type C-2:Plain PCC	S.Y.	30	\$75.00	\$ 2,250.00
6	Install Transverse Inlet	Each	1	\$12,500.00	\$ 12,500.00
7	6" Crushed Conc. Sub-Grade w/Ge	S.Y.	32	\$25.00	\$ 800.00

UNIT PRICE	CONTRACT AMOUNT
\$30.26	\$ 756.50
\$14.74	\$ 397.98
\$2,177.03	\$ 2,177.03
\$42.78	\$ 1,155.06
\$89.08	\$ 2,316.08
\$11,233.91	\$ 11,233.91
\$23.10	\$ 785.40
\$30.25	\$ 877.25
\$16.96	\$ 271.36
\$2,177.03	\$ 2,177.03
\$49.06	\$ 784.96
\$85.77	\$ 2,573.10
\$11,233.91	\$ 11,233.91
\$23.13	\$ 740.16

UNIT PRICE	CONTRACT AMOUNT
\$32.00	\$ 800.00
\$9.00	\$ 243.00
\$2,425.00	\$ 2,425.00
\$30.00	\$ 810.00
\$83.00	\$ 2,158.00
\$11,850.00	\$ 11,850.00
\$16.00	\$ 544.00
\$32.00	\$ 928.00
\$9.00	\$ 144.00
\$2,425.00	\$ 2,425.00
\$30.00	\$ 480.00
\$83.00	\$ 2,490.00
\$11,850.00	\$ 11,850.00
\$16.00	\$ 512.00

TOTAL \$ 40,565.00
 BID SECURITY \$3,250.00
 START DATE 4/6/2009

TOTAL \$ 37,479.73
 BID SECURITY 5%
 START DATE 3/2/2009

TOTAL \$ 37,659.00
 BID SECURITY 5%
 START DATE 3/2/2009

City of Dodge City

Public Works

P.O. Box 880, 806 S 2nd
Dodge City, KS 67801
Phone: 620-225-8170
Fax : 620-225-8144
Tty: 620-225-8115
www.dodgecity.org

Memorandum

To: City Commission
CC: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager
Mike Klein, Public Works Superintendent

From: Corey Keller, Sanitation Foreman

Date: December 11, 2008

Re: Automated Solid Waste Collection Report Update

Automating our trash routes have proven to be much more efficient than our past collection system. The automated routes can now service about 800 customers in a six-hour period. As the routes continue to grow, we have had no problems handling the workload. Below I have pointed out some important changes, along with some facts, and future goals.

The Automated Kart Routes

- Routes currently serviced by the automated truck include Tuesday, Thursday, and Friday. We continue to change existing poly karts to the new style poly kart. We will complete this conversion in 2009.

Facts Kart Verses Dumpster

- There are about 6,859 sanitation customers in Dodge City. Customers using poly karts are around 4,200 and growing. The other 2,659 customers use the dumpsters set in the alleys. Our dumpster routes continue to produce and average one and half tons more trash per day than our poly kart customers. Dumpster routes are ran three and a half days a week.
- We get four to five illegal dumping complaints a week for customers placing items around dumpsters in the alleys. When we have removed these dumpsters from problem areas, the complaints tend to stop.
- Customers using the dumpsters pay less than customers using poly karts. Customers using karts pay \$15.98 for trash plus an additional \$10.00 for an additional cart if they need it. Customers using dumpsters pay \$15.98 for 130 gallons of space verses the 95-gallon poly kart.

Future Goals

- Remove all dumpsters from the alleys west of 14th Ave. and from south Dodge next year. This allows us to shorten dumpster routes and use just one truck to complete the routes.
- Automate all trash collection routes. Remove all dumpsters from the alleys and replace them with the poly kart. This will allow us to give every sanitation customer the same service and price for the service.
- By reducing, the amount of staff needed to collect trash we can offer sanitation customers additional services for recycling. This will help to reach the goals of KDHE and the Ford County Solid Waste Committee by reducing the city's solid waste tonnages hauled to the landfill.

Memorandum

To: City Commission
CC: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager
Mike Klein, Public Works Superintendent

From: Corey Keller

Date: December 11, 2008

Re: Bids: 2009 24 Cu. Yd. Semi Automated Side Load Solid Waste Collection Truck

2008 Budget Fund & Amount - Sanitation Fund \$214,000.00

Two bids were received and opened on Nov., 25, 2008 for one, 24 Cu. Yd. Semi Automated Side Load Solid Waste Collection Truck. This unit will be utilized by the Sanitation Division for poly kart solid waste collection.

Sanitation Department will be trading in a 1999 International 4900 with a New-Way rearload packer body. The mileage is 110,992 and the engine hours are 13,373.

Below are the bids received:

Key Equipment & Supply Co.
Kansas City, MO.
Packer Body, Labrie Expert 2000HH \$ 152,017.00
Cab & Chassis \$ 67,081.00
Less Trade In Price \$ 17,000.00
2009 International 7400 (provided by Dodge City International)
Total Bid Less Trade In \$ 202,098.00

Downings Sales & Service, Inc.
Phillipsburg MO.
Packer Body, Bridgeport Trinity \$ 105,050.00
Cab & Chassis \$ 78,203.00
Less Trade In Price \$ 13,000.00
2009 Sterling L7500 (provided by Maupins Truck Sales)
Total Bid Less Trade In \$ 170,253.00

Downings Sales & Service, Inc.	
Phillipsburg MO.	
Packer Body, Bridgeport Trinity	\$ 105,050.00
Cab & Chassis	\$ 74,870.00
Less Trade In Price	<u>\$ 13,000.00</u>
2009 International 7400 (provided by Dodge City International)	
	Total Bid Less Trade In \$ 166,920.00

After reviewing the bid proposals from Key Equipment and Downing Sales for the automated side load solid waste truck, it is the Sanitation Departments recommendation to accept the bid from Key Equipment for \$202,098.00.

The bid from Downing Sales does not meet City Specifications.

Some areas of concern are:

- The thickness of metal used in areas of constant movement and high friction such as body floor, sidewall, and roof. The metal used is a GR 50 with an abrasion resistance of AR500. Our specifications call for GR80 AR715.
- The Bridgeport has an open canopy over the hopper where trash is dumped into the body. The canopy that is offered is made of expanded metal, which will also allow trash to blow out of the hopper area. I also have concerns with karts hitting the canopy resulting in damage over time.
- The fingers on the arm used to grab the karts have rubber bumpers on them. The Labrie uses rubber straps that hold the kart tight. The kart sits loosely in the Bridgeport's arm, which will allow the kart to fall out or bounce around. Resulting in broken karts or damage to the canopy.
- Downings has been unable to locate an exact model to demonstrate here in Dodge City. Downings has shown a few trucks but all models have been different from the one proposed. They have also been unable to demonstrate one here in Dodge City.
- Key Equipment has brought two different styles of trucks to Dodge City and has demonstrated both as called for in the specifications.

The metal integrity is important for the life of the body. In the past, we have purchased bodies with these lower grades of metal and this resulted in high maintenance costs due to body floors and hoppers that needed to be replaced in just a few years of use.

In talking with other cities, I have found they have had some of these same problems with Bridgeport or other brands. The City of Emporia found that by switching to Labrie it cut their unscheduled maintenance cost by 50 percent. They have also been able to keep the trucks for a longer period.

In 2008, we purchased a Labrie body on an International Chassis. This truck has worked well as we make the transition to automating our poly cart collection routes. Key Equipment has given the City of Dodge City great customer service in the past. They have met our needs when we have had problems with the trucks we have purchased from them. We have had problems with customer service from Downings in the past. As we make the transition to automation, I feel customer service will be a very important factor.

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF GARDEN CITY, KANSAS, THE CITY OF DODGE CITY, KANSAS
AND THE CITY OF LIBERAL, KANSAS

THIS INTERLOCAL AGREEMENT (Agreement) made and entered into this _____ day of _____, 200__ by and between the CITY OF GARDEN CITY, KANSAS, (GARDEN CITY), the CITY OF DODGE CITY, KANSAS (DODGE CITY), and the CITY OF LIBERAL, KANSAS (LIBERAL).

WHEREAS, the parties have jointly formed the Southwest Kansas Coalition (Coalition) to identify common needs of the Southwest Kansas area and to cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region; and

WHEREAS, in furtherance of the purpose of the Coalition, the parties desire to retain the services of a consultant to provide professional lobbyist services in conjunction with the Kansas State Legislature, the United States Congress, and such other governmental agencies, or groups as may be designated by the parties; and

WHEREAS, it is the desire of the parties to enter into an agreement to establish the responsibilities of the parties to retain the services of a consultant;

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide a means to retain the professional services of a consultant to provide lobbyist services to the coalition.
2. AUTHORITY TO CONTRACT. The parties possess the power, privilege, and/or authority to enter into this Agreement pursuant to K.S.A. 12-101, K.S.A. 12-2901 et seq., and the Kansas Constitution, Article 12, Section 5.
3. ADOPTION. The parties shall take all appropriate action to adopt and approve this Agreement by ordinance, resolution, or motion, and meet all filing requirements, if any.
4. DURATION. This Agreement shall be for a term of twelve (12) months, beginning January 1, 2009, and ending December 31, 2009.
5. SEPARATE ENTITY/ADMINISTRATION. It is not the intent of the parties to create a separate legal or administrative entity to perform the functions of this Agreement. The parties agree that the City Managers of the parties, together with the Coalition, shall be responsible for administration of this Agreement.

6. MANNER OF FINANCING. The purpose of this Agreement shall be financed by the parties through expenditures from the general funds of each party. It is not the intent of the parties to utilize any financing to further the purpose of this Agreement, which would violate the cash basis or other budget laws.

7. TERMINATION. This Agreement may be terminated by any party, for any reason, by giving written notice of not less than 120 days. It is not the intent of the parties to acquire property subject to disposal upon termination of this Agreement. Early termination by a party shall not relieve the party from contributing its share for payment of fees and expenses incurred prior to date of termination.

8. DEFAULT. Should a party fail to abide by the terms and conditions of this Agreement, any of the other parties may declare default and thereafter, give written notice of intent to terminate by reason of default, said notice to be not less than ninety (90) days. This Agreement shall not limit in any manner, the legal rights or remedies a party might have in the event of default.

9. LEGAL RESPONSIBILITY. It is not the intent of the parties to relieve any party of any obligation or responsibility imposed upon a party by law.

10. CONTROL OF LEGISLATURE/FUNDING. The parties acknowledge and agree that this Agreement is subject to change, termination, or limitations, as may be determined by the Legislature of the State of Kansas. In the event sufficient funds shall not be appropriated by a party for any obligations required under the terms and conditions of this Agreement, a party may terminate this Agreement pursuant to the notice requirements set forth herein.

11. EFFECTIVE DATE. This Agreement shall take effect upon its approval by the Governing Bodies of GARDEN CITY, DODGE CITY AND LIBERAL, approval by the Attorney General of the State of Kansas, and, if required, the filing of this Agreement with the Register of Deeds of Finney County, Kansas, and the Secretary of State of the State of Kansas.

12. RETENTION OF CONSULTANT. The parties agree to jointly retain the services of Jennison Government Services (Jennison) for the purpose and duration of this Agreement. The parties shall equally share payment of Jennison's professional fees and expenses. All services to be provided by Jennison shall be pursuant to a written Independent Contractor Agreement, to be approved by all parties. It is contemplated that other western Kansas municipalities may desire to utilize Jennison's lobbyist services. If other municipalities participate, the parties shall determine the appropriate contributions to be paid by the municipalities towards Jennison's professional fees and expenses.

13. GENERAL COVENANTS.

(a) All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

(1) If to GARDEN CITY: City Manager
Box 499
Garden City, Kansas 67846

(2) If to DODGE CITY: City Manager
Box 880
Dodge City, Kansas 67801

(3) If to LIBERAL: City Manager
Box 2199
Liberal, Kansas 67905-2199

Notices served by mail shall be deemed to be given on the date on which such notice is deposited in the United States mail.

- (b) This document incorporates all the obligations, agreements, and understandings of the parties hereto, and there are no oral agreements or understandings between the parties hereto concerning the purpose covered by this Agreement.
- (c) This Agreement may be amended, changed, or modified, only upon the written consent of all parties.
- (d) This Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing body of each party.
- (e) This Agreement shall be construed in accordance with the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement the day and year first above written.

CITY OF GARDEN CITY, KANSAS

By _____
DAVID D. CRASE, Mayor

ATTEST:

Stacey L. Frizzell, City Clerk

CITY OF DODGE CITY, KANSAS

By _____
KENT SMOLL, Mayor

ATTEST:

Nannette Poque, City Clerk

CITY OF LIBERAL, KANSAS

By _____
JOE DENOYER, Mayor

ATTEST:

Debra Giskie, City Clerk

APPROVED this _____ day of _____, 200__, by the Attorney General of the State of Kansas.

KANSAS ATTORNEY GENERAL

By _____

STATE OF KANSAS)
) ss.
COUNTY OF FINNEY)

BE IT REMEMBERED, that on the _____ day of _____, 200__, before me, a Notary Public in and for the County and State aforesaid, came DAVID D. CRASE, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Notary Public

My Commission Expires:

STATE OF KANSAS)
) ss.
COUNTY OF FORD)

BE IT REMEMBERED, that on the _____ day of _____, 200__, before me, a Notary Public in and for the County and State aforesaid, came KENT SMOLL, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seat as of the day and year last above written.

Notary Public

My Commission Expires:

STATE OF KANSAS)
) ss.
COUNTY OF SEWARD)

BE IT REMEMBERED, that on the _____ day of _____, 200__, before me, a Notary Public in and for the County and State aforesaid, came JOE DENOYER, who is personally known to me to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my seal as of the day and year last above written.

Notary Public

My Commission Expires:

W:\RDG\CITY\AGREEMENTS-INTERLOCAL\Interlocal.City-DC-Liberal.doc

Memo

To: City Commission
Ken Strobel, City Manager
From: Cherise Tieben, Asst. City Manager
Date: December 11, 2008
Re: Work Comp Insurance Bids

Workers Compensation bids were accepted again in 2008. Kansas Municipal Insurance Trust, our current carrier and Keller Leopold Insurance, our general policy carrier both submitted bids:

K.M.I.T. - \$268,356

Keller Leopold Insurance - \$287,799

At face value, the K.M.I.T. bid offers a \$19,443.00 savings, however, if this policy was placed with Keller Leopold Insurance, we would realize a reduction in our agency fee by \$13,000.00 due to the policy being based upon a commissioned rate. In light of this reduction the bid difference becomes \$6,443 annually. There could potentially be additional savings by placing both our workers comp policy and our general package policy with the same carrier.

For many years, the City encouraged the Commission to stay with KMIT as we are the largest community in the pool and we did not want to risk the stability of the pool by withdrawing our participation. However, K.M.I.T. has grown significantly over the years therefore, the affect of the largest community pulling out of the pool would not be as traumatic as in the past.

Staff is comfortable with the stability of either carrier and feels that either carrier can provide satisfactory service. Keller Leopold, who has a local office, has asked that additional consideration be given by the Commission to the local business.

Keller-Leopold INSURANCE, INC.
Because.....
Things Happen

December 10, 2008

City of Dodge City
PO Box 880
Dodge City, KS 67801

Re: Workers Compensation Bid

Cherise:

The Travelers Insurance Workers Compensation bid is attached for your review. The total annual premium is \$287,799 including 1000/1000/1000 employers liability limits.

Because of the State and Federal regulations governing workers compensation coverage we were unable to secure a quote net of commission. Because this bid includes commission we would be reducing the agency fee charged to the City annually by \$13,000.

We appreciate the opportunity to provide you with this bid. Should you have questions or concerns please feel free to contact our office

Sincerely,



Alan Schlesener
Keller Leopold Insurance

Auto • Home • Life • Commercial • Farm • Crop • Health

P.O. Box 517, Fleming Plaza Building, 302 N. Fleming, Suite 1, Garden City, KS 67846
620-276-7671 Toll Free (800) 773-0102 Fax (620) 276-0726
www.kellerleopold.com

"Since 1943"

Workers Compensation and Employers Liability

OPTION 1

Classification	Code	Payroll
Electrical Wiring	5190	\$43,000
Carpentry NOC	5403	\$71,000
Street and Road Construction	5506	\$154,330
Drivers NOC	7380	\$91,312
Water works	7520	\$256,934
Sewage Disposal	7580	\$140,419
Firefighters	7710	\$1,070,404
Police Officers	7720	\$1,814,782
Auto Service and Repair	8380	\$103,200
Clerical	8810	\$2,124,518
Public Library	8810	\$611,382
Hospital Veterinary	8831	\$183,621
Building operations	9015	\$186,694
YMCA	9063	\$658,495
Restaurant	9083	\$112,140
Park NOC	9102	\$412,334
Cemetery Operation	9220	\$54,206
Garbage Collection	9403	\$281,529
Municipal Employees	9410	\$441,341
Club-Golf Course	9060	\$129,415
Experience Modification: 1.24		

Deductible (Bodily Injury): \$

Employers Liability	Limit
Bodily Injury by Accident Each Accident Limit	\$ 1,000,000
Bodily Injury by Disease Total Limit	\$ 1,000,000
Bodily Injury by Disease Each Employee Limit	\$ 1,000,000



300 SW 8th Avenue
Topeka, KS 66603
Telephone: (785) 354-9565
Fax: (785) 354-4186

December 10, 2008

**Kansas Municipal
Insurance Trust**

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Andover

Don Moler
Executive Director
Ex Officio

Don Osenbaugh
Pool Administrator

City of Dodge City
Attention: Jane Longmeyer
Human Resources Officer
PO Box 880
Dodge City, KS 67801

Subject: Workers Compensation Insurance Renewal (2009)

Dear Jane,

Please find enclosed your KMIT workers compensation insurance renewal quote and invoice for 2009 (for coverage starting at 12:01 AM on January 1, 2009).

We are pleased, once again, to be able to provide work comp coverage for the employees of the City of Dodge City, and note that Dodge City has been a continuous member of the KMIT Workers Compensation Pool since 1/1/1994.

Your work comp premium for 2009 is \$268,356. Your premium payment is due and payable in full, on or before January 31, 2009.

Once again this year, **KMIT's internal rate** ('Loss Cost Multiplier', or 'LCM'...the official rate all companies and pools must file with the Kansas Insurance Department) **went DOWN**. The 2009 KMIT 'LCM' is 1.38—a decrease of 9.2% from the 2008 rate.

However, the **state-determined Class Code Rates** once again went **up** in several categories which comprise a lot of many cities' payroll—this time around, for example, significant Class Code increases (over 10%) were applied to Fire and Police. So, while KMIT's rates went down, a number of individual job state-rates went up; no doubt due to the ever-increasing medical costs of claims.

The other two variables in your city's work comp costs are **payroll** and **experience modifier** ('mod'). Most cities' payrolls go up each year, and the amount they go up does affect the work comp cost. The 'mod' is determined by each city's 'frequency' (number) of claims and 'severity' (cost) of claims over the most recently-completed 3-year period (in this case, 2005-2007).

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Please contact KMIT if you have any question(s) about your KMIT work comp quote or invoice, or any other question about KMIT service.

One last, but very important, thing...please DO NOT send your check to the KMIT (League) office, but, rather, directly to a special lock box at KMIT's bank:

**Kansas Municipal Insurance Trust
C/O UMB Bank
ATTN: Annette
P.O. Box 5228
Topeka, KS 66605**

Thank you for your continued membership in the **KMIT Workers Compensation Pool**. We sincerely do appreciate having Dodge City in our group.



**Don Osenbaugh
Pool Administrator**

xc: Ken Strobel
Cherise Tieben
Jane Longmeyer

City of Dodge City

KMIT - Workers Compensation Quote for 2009

Based upon Estimated 2009 Payroll, Final Experience

<u>Classification</u>	<u>Class Code</u>	<u>Payroll</u>	<u>Modified Rate</u>	<u>Premium</u>
Electrical Wiring - Within Buildings & Drivers	5190	\$4,300	3.34	\$144
Carpentry NOC	5403	\$70,961	8.94	\$6,346
Street or Road Construction: Paving or Repaving & Drivers	5506	\$154,330	6.04	\$9,328
Drivers, Chauffeurs & Their Helpers NOC-Commercial	7380	\$91,312	5.26	\$4,801
Waterworks Operation & Drivers & Salespersons	7520	\$256,934	4.28	\$10,956
Sewage Disposal Plant Operation & Drivers	7580	\$140,419	2.87	\$4,031
Firefighters and Drivers	7710	\$1,070,404	5.84	\$60,418
Police Officers & Drivers	7720	\$1,814,782	3.66	\$66,367
Automobile Service or Repair Center & Drivers	8380	\$103,200	3.52	\$3,632
Clerical Office Employees NOC	8810	\$2,124,518	0.29	\$6,157
Public Library or Museum Professional Employees	8810	\$0	0.29	\$0
Public Library or Museum Professional Employees	8810	\$611,382	0.29	\$1,772
Hospital: Veterinary & Drivers	8831	\$163,621	2.57	\$4,713
Buildings: Operation By Owner or Lessee	9015	\$186,694	4.95	\$9,249
Club: Country, Golf, Fishing or Yacht & Clerical	9060	\$160,983	1.61	\$2,599
Club: Country, Golf, Fishing or Yacht & Clerical	9060	\$129,415	1.61	\$2,090
YMCA, YWCA, YMHA or YWHA, Institution -Employees & Cleric	9063	\$658,495	1.23	\$8,088
Restaurant: Fast Food	9083	\$112,140	1.75	\$1,965
Park NOC: Employees & Drivers	9102	\$412,334	3.82	\$15,762
Cemetery Operations & Drivers	9220	\$54,206	4.31	\$2,334
Garbage, Ashes or Refuse Collection & Drivers	9403	\$281,529	9.80	\$27,584
Municipal, Township, County or State Employee NOC	9410	\$441,341	4.98	\$21,987

Totals: \$9,063,280 \$270,318

Make Checks Payable To:
KANSAS MUNICIPAL INSURANCE TRUST

01/01/09 Experience Mod: 1.24 \$335,195

ARD Experience Mod: 0.00 \$0

Standard Premium: \$335,195

Discount: 20%

Discounted Premium: \$268,156

Expense Constant: \$200

Annual Contribution: \$268,356

Send Payment To:

Kansas Municipal Insurance Trust
C/O UMB Bank
Attn: Annette
P.O. Box 5228
Topeka, Ks 66605