

CITY COMMISSION WORK SESSION AGENDA

City Commission Chambers

Wednesday, March 4, 2009

6:30 p.m.

MEETING #4751

CALL TO ORDER

ROLL CALL

WORK SESSION: Discussion of Wastewater Treatment Facility Contractor

ADJOURNMENT

CITY COMMISSION AGENDA

City Hall Chambers
Wednesday, March 4, 2009
7:00 p.m.
MEETING #4752

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Keep America Beautiful's, Great American Cleanup

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).

March City Character Trait: Sincerity vs Hypocrisy

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, February 16, 2009
2. Approval of City Commission Meeting minutes, February 16, 2009
3. Appropriation Ordinance No. 5, March 2, 2009
4. Cereal Malt Beverages:
 - a. Taqueria Mexico, 1010 E. Wyatt Earp, Dodge City

UNFINISHED BUSINESS

NEW BUSINESS

1. Selection of Contractor for Wastewater Treatment Facility. Presented by Joe Finley, Director of Engineering Services.

2. Approval of Agreement between U.S. Army CORPS of Engineers and the City of Dodge City. Presented by Joe Finley, Director of Engineering Services.
3. Approval of 2009 Manhole Rehabilitation. Presented by Joe Finley, Director of Engineering Services.
4. Approval of Plat for Beeson Court Subdivision. Presented by Dennis Veatch, Director of Development Services.
5. Approval of Bids for the Purchase of Three Police Vehicles. Presented by Corey Keller, Sanitation and Recycling Forman.
6. Approval of Bid for Water Utility Water Supplies. Presented by Mike Klein, Superintendent of Public Works.
7. Approval of the 2009 Street Program. Presented by Ray Slattery, City Engineer.
8. Approval of Third Party Plan Review Agreement. Presented by Ken Strobel

ORDINANCES & RESOLUTIONS

Ordinance No. 3468: Rezoning Beeson Court from Residential to Commercial

Resolution No. 2009-03: A Resolution Authorizing the Offering for Sale of Sales Tax Revenue Bonds, Series 2009, of the City of Dodge City, Kansas.

OTHER BUSINESS

ADJOURNMENT



GREAT AMERICAN CLEANUP™



WHEREAS, Keep America Beautiful, Inc., a national nonprofit organization dedicated to helping individuals improve their community environments, has established the Great American Cleanup as its signature national effort for involving American citizens in environmental stewardship; and

WHEREAS, Keep America Beautiful Great American Cleanup, is celebrating its 24th Anniversary in 2009, featuring over 2 million volunteers participating in over 30,000 events in over 15,000 communities in all 50 states; and

WHEREAS, the City of Dodge City is proud of its natural resources and its neighborhoods and seeks to protect and improve our community through the action of citizens, schools, government and businesses working together; and

WHEREAS, Keep Dodge City Beautiful has recognized the important commitment to improve the environment within Dodge City through litter prevention, beautification and solid waste management initiatives, and seeks to help spread the word about the importance of volunteerism and to motivate Dodge City residents to become stewards of their environment.

NOW, THEREFORE, I, E. Kent Smoll proclaim March 4th as the kick off of Keep Dodge City Beautiful Great American Cleanup for 2009 and call upon our citizens to join in activities that promote responsible environmental stewardship and help us renew our commitment to building a better world today and for future generations.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 4th day of March, 2009.

ATTEST:

Nannette Pogue, City Clerk

E. Kent Smoll, Mayor

Great American Clean Up

Activities in Bold need community volunteers

March 1- May 31 Adopt A Highway Clean Up

March 3 Great American Clean Up Proclamation --City Council

March 4 DCCC Campus Wide Clean Up

March 5 Illegal Dump Site Clean Up

March 7 Household Hazardous Waste

March 11 Downtown Dodge City Spring Clean Up

March 13 City of Dodge City Employee Clean Up --Adopt a Highway

March 18-20 Spring Clean Up & Dumpster Repaint (Spring Break)

March 21 Take Back The Alleys! (Alley Clean Ups)

April 3 Rain Day Backup for City of Dodge City Employee Clean Up

April 4 Household Hazardous Waste

April 10 CREW Adopt A Highway Clean Up

April 18th Metal Recycling --Wessel Recycling

April 20-24 Recycling Center Tours

April 22 Earth Day

April 24 Arbor Day

May 1 KKFD --Recycling Fun Day Activity -5th Graders

May 2 Household Hazardous Waste

May 2 The Great Graffiti Brush Off (Graffiti Removal/Mural Painting)

May 3 Cinco De Mayo --Litter Free Event

May 9 E-Waste Collection

May 11-15 Recycling Magician --Elementary Schools

May 16 Neighborhood Clean Up

May 30 River Bank Clean Up

June 1 Adopt A Highway Thank You --City Council

CITY CHARACTER TRAIT

March
2009

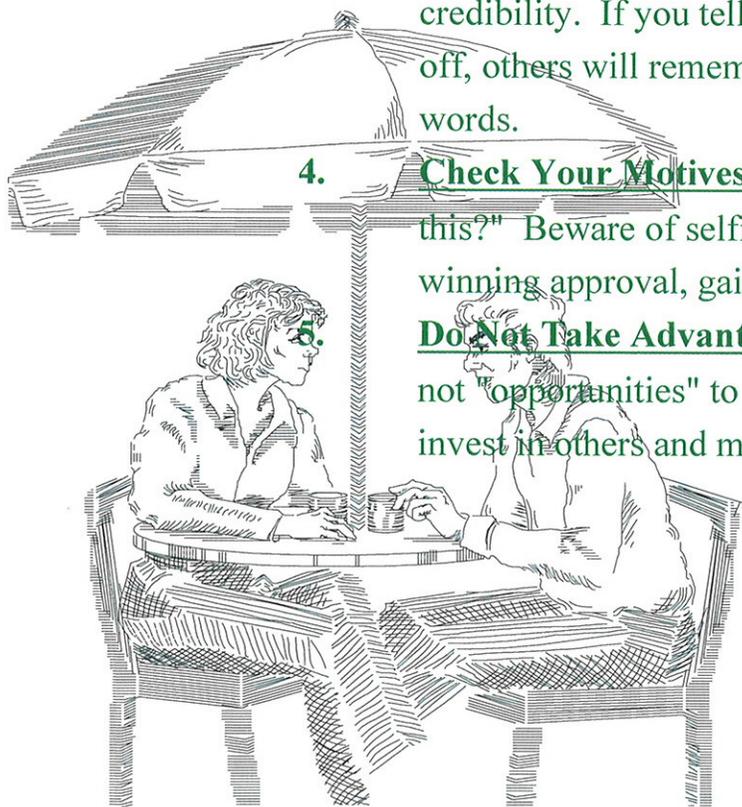
SINCERITY

VS

HYPOCRISY

Key Concepts

1. **Say What You Mean:** Do not try to manage perceptions by telling half truths, giving false impressions, or exaggerating.
2. **Mean What You Say:** If you express an opinion or share your feelings, communicate what you really think and feel. It is better to remain silent than to say things you don't mean, and it is better not to promise than to promise and fail to perform.
3. **Practice What You Preach:** If you say character is important and then cheat on an application, you lose credibility. If you tell others to work hard and then slack off, others will remember your example rather than your words.
4. **Check Your Motives:** Ask yourself, "Why am I doing this?" Beware of selfish motives, such as getting attention, winning approval, gaining power, or controlling others.
5. **Do Not Take Advantage of Others:** Relationships are not "opportunities" to get what you want. Find ways to invest in others and meet their needs.



Eagerness to do what is right
with transparent motives.

CITY COMMISSION WORK SESSION MINUTES

City Commission Chambers

Monday, February 16, 2009

6:30 p.m.

MEETING #4748

CALL TO ORDER

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

Discussion of 2009 Street Project

Adjournment was had on a motion by Commissioner Sherer, seconded by Commissioner Weber.
Motion carried 3-0.

CITY COMMISSION MINUTES

City Commission Chambers

Monday, February 16, 2009

7:00 p.m.

MEETING #4749

CALL TO ORDER

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

INVOCATION: Vernon Bogart

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).

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, February 2, 2009
2. Approval of City Commission Meeting minutes, February 2, 2009
3. Approval of City Commission Study Session Meeting minutes, February 9, 2009
4. Appropriation Ordinance No. 4, February 16, 2009
5. Right-of-Way Purchase for 14th Street

The Consent Calendar was approved on a motion by Commissioner Sowers, seconded by Commissioner Weber.

ORDINANCES & RESOLUTIONS

Resolution 2009-02: Southwest Kansas Coalition Management Resolution was approved on a motion by Commissioner Sherer, seconded by Commissioner Sowers. The motion carried 4-0.

NEW BUSINESS

1. The FAA grant application for an Aircraft Rescue and Fire Fighting (ARFF) Facility and bid for the construction of the ARFF Facility in the amount of \$1,561,254 from Building Solutions and construction services agreement from Burns and McDonnell in the amount of \$245,027 and administrative fee of \$3,300 for a total of \$1,809,281, with the Federal

share of this grant being 95% and the local share being 5% was approved on a motion by Commissioner Sherer, seconded by Commissioner Sowers. The motion carried 4-0.

2. The grant application for the purchase of a ARFF truck in the amount of 858,492 and direction to proceed with procurement of the vehicle and engineering services agreement from Burns and McDonnell in the amount of \$16,500 was approved on a motion by Commissioner Weber, seconded by Commissioner Sherer. The motion carried 4-0.
3. The bid for Reconstruction of 14th Street from Pavers Inc. from Salina, KS in the amount of \$3,179,197.00 was approved on a motion by Commissioner Sowers, seconded by Commissioner Weber. The motion carried by vote of 4-0.
4. Allocation of Alcohol and Drug Tax Funds to Friends of Recovery in the amount of \$3,000, Catholic Social Services in the amount of \$9,000, New Chance in the amount of \$37,500 and Area Mental Health in the amount of \$15,500 was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. Motion was approved on a vote of 4-0

OTHER BUSINESS

Ken Strobel, City Manager, reported on the progress of Casino and Special Events Center and has had several meetings to discuss these issues. CFAB meeting will be held in the near future.

Mayor Smoll stated that he is excited about all the progress in Dodge City and all the building going on. Joann Knight has done a great job in the Economic Development Department.

At 7:41 the meeting was adjourned to an executive session to discuss Client/Attorney matters issues not to exceed 15 minutes on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried 4-0

The meeting reconvened to Regular Session at 7:56.

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

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

FORD COUNTY, KANSAS, February, 20 09
TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS,

or
THE BOARD OF COUNTY COMMISSIONERS OF 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 Manuel J Robles
(b) Age 45
(c) Place and date of birth Mexico 02-08-1964, 20
(d) Residence address 1211 Ave A Dodge City KS.
(e) I have been a resident of the State of Kansas 17 years.

2. The premises for which the license is desired are located at 1010 E. Wyatt Earp

(a) The legal description of said property is E. 100 Feet of lot 7 and 8 Block 1 SUGHRVE'S Addition Dodge City, KS

(b) The street number is 1010

(c) The building to be used is Metal

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

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Manuel J Robles 1211 Ave. A Dodge City KS.

4. I am a citizen of the United States. Yes (X), No ().
(a) My citizenship arises by birth (), Naturalization (X).
(b) My place of naturalization and the date thereof is as follows: Topeka KS. May, 22 1998

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 ()

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

A license fee of \$ 225.00 is enclosed herewith.



Memorandum

February 26, 2009

TO: Ken Strobel
City Manager

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

RE: Approval of Contractor for Design Build Team for wastewater treatment plant

CONSIDERATION:

Enter into contract negotiations with Contractor to participate with the design build team and construct wastewater treatment plant.

BACKGROUND:

During the process of approving a destination casino for Dodge City, it became apparent that our current wastewater treatment plant could not handle the anticipated flow from the casino and the expect growth associated with the casino and other potential residential growth. PEC was hired to help the City plan what type of plant and potential locations. During the planning process, it became apparent that under the traditional design-bid-build process, the new plant could not be online to meet the full build out of the casino and events center. PEC suggested that the city consider using a design-build approach in an effort to meet the time frame.

PEC developed a list of potential contractors that have worked with them in the design-build process. From that list, we sent invitations to the following contractors:

UCI	Wichita Kansas
Grimm Construction	Gardner, Kansas
Walter Morgan Construction	Manhattan, Kansas
CAS Construction	Topeka, Kansas
Donlinger Construction	Wichita, Kansas

Statements of Qualifications were received from all contractors except Donlinger.

FINANCIAL CONSIDERATIONS:

At this time, there will be no cost to the City. We have received statement of qualifications and will need to negotiate further with the contractor to determine the construction costs.

RECOMMENDATION:

Staff believes that any of the contractors would be able to perform the necessary construction to the satisfaction of the City. Staff (Ray Slattery, Ben Looney and I) reviewed their qualifications. Over the years, we have worked with three of the contractors or subsidiary companies. In making our decision, working relation with the contractors on projects they have completed and how those projects are now performing was a major factor in choosing a contractor. It is staff's recommendation, that the City enter into further negotiations with UCI to develop a design build contract. Once the contract is negotiated, a not to exceed contract will be presented to the commission for approval.



Memorandum

February 23, 2009

TO: City Commission
Ken Strobel, City Manager
Cherise Tieben, Assist. City Manager

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

Subject: Approval of Agreement between U.S. Army CORPS of Engineers & the City of Dodge City

ACTION NEEDED:

Award contract with the U.S. Army CORPS of Engineers for \$29,000.

BACKGROUND/DESCRIPTION:

Recently, the City entered into an agreement with FEMA to certify that our levy meets current criteria to protect the City against flooding from the river. To accomplish this requirement, the City hired Wilson & Company to perform the necessary data gathering, surveying and design work necessary to meet FEMA's requirements. During the course of their investigation, they recommended that the hydraulics of the river be redone to insure that the flow characteristics have not changed and if they have what effect they have on the ability of the levy system.

FINANCIAL IMPLICATIONS:

FEMA would perform the necessary work for \$29,000. Funds from the drainage utility would be utilized for this project.

STAFF RECOMMENDATIONS:

Staff would recommend approval of the letter of agreement between the City of Dodge City and the U.S. Army CORPS of Engineers for \$29,000.

**SCOPE OF WORK
TULSA DISTRICT, US ARMY CORPS OF ENGINEERS**

**FLOOD RISK ASSESSMENT
DODGE CITY LEVEE SYSTEM
DODGE CITY, FORD COUNTY, KANSAS**

1. General. Hydrologic and hydraulic analysis will be performed compliant to FEMA Map Modernization guidelines and specifications so that the results can be utilized during map updates to the countywide flood insurance study. The Wilson and Associates Consultant Team is under contract with the City of Dodge City to evaluate current flood risk and certify the levees in Dodge City and Reno County. The City and Wilson propose that the City of Dodge City establish a Letter of Agreement (LOA) with the Tulsa District, US Army Corps of Engineers. This LOA will allow for participation in the following areas: Arkansas River hydrology; frequency analysis; and independent technical reviews. Since the Corps Office constructed and inspects the levee project, and has done extensive related work in the area all parties involved concur with getting assistance from the Corps. The scheduled completion date for this work will be one year from the execution of the LOA, however could extend through the completion of the Wilson studies. Additional coordination and review is expected throughout the FEMA map review and publication process.
2. Specific Work. USACE will conduct a riverine hydrologic analysis of the Arkansas River reach through the City of Dodge City. This will be performed using a combination of stream gage analysis and rainfall-runoff modeling using the computer model HEC-HMS. Runoff parameters will be developed using automated GIS tools.
3. Stream Gage Analysis. An analysis of stream gages in the area will be conducted to obtain frequency peak discharges for various locations within the floodway system. Gages included will define flow upstream, flow downstream and flow diversions in the floodway system.
4. Runoff Modeling. A rainfall runoff model will be developed for the floodway area. This model will be used to develop frequency hydrograph data to be used for stage duration analysis. Flow outlets will be developed consistent with the gage locations to allow for a comparison of peak values. The model will include analysis of runoff, routing, and flood timing. Peak discharges will only be computed for the Arkansas River floodway system and will not include local tributaries.

\$19,000

**FLOOD RISK ASSESSMENT
DODGE CITY LEVEE SYSTEM**

5. Technical Review. All analyses will include an internal peer review of all assumptions, calculations and validity of results.
\$2,000

6. Geographical Information System (GIS). All GIS data will be developed in a format consistent with FEMA guidelines and compatible with ESRI format. Data will be delivered in a personal geodatabase with FGDC format metadata or format as provided by the City of Dodge City.
\$5,000

10. The Scope of work includes site visits, meeting and coordination with the City, County, State and FEMA on requirements for evaluating flood risks and levee certification guidance.
\$3,000

Total Estimated Cost \$29,000

LETTER OF AGREEMENT
BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS
AND
CITY OF DODGE CITY, FORD, COUNTY, KANSAS

This Agreement made this ___ day of _____ 2009 between the Department of the U.S. Army; Corps of Engineers (Tulsa District) (hereinafter referred to as the "Government") represented by the District Engineer executing this Agreement, and the City of Dodge City, Ford County, Kansas (hereinafter referred to as the "Sponsor").

WITNESSETH, that:

WHEREAS, Section 206 of the Flood Control Act of 1960 (33 U.S.C. §709a) authorizes the Secretary of the Army, acting through the Chief of Engineers, to compile and disseminate information on floods and flood damages on behalf of Federal and non-Federal interests (hereinafter referred to as the "Flood Plain Management Services Program"); and

WHEREAS, Section 321 of the Water Resources Development Act of 1990 (P.L. 101-640) authorizes the Secretary of the Army to collect from Federal agencies and private persons fees for the purpose of recovering the cost of providing service pursuant to section 206; and

WHEREAS, Section 202 of the Water Resources Development Act of 1999 authorizes the Secretary of the Army to accept funds voluntarily contributed by State, regional, local governments or other non-Federal public agencies for the purpose of expanding the scope of obtaining such services; and

WHEREAS, The Sponsor has identified the need to develop a new hydrologic analysis for the Corps constructed levee Project through the City of Dodge City and adjacent areas of Ford County, Kansas as described in the attached Scope of Work.

WHEREAS, the Sponsor has the authority and capability to furnish the cooperation hereinafter set forth and is willing to provide the payment for the services in accordance with the terms of this agreement;

NOW THEREFORE, the parties agree as follows:

ARTICLE I -- OBLIGATIONS OF THE PARTIES

1. The Government, using funds provided by the Sponsor, shall expeditiously prosecute and complete the services within a twelve month process, in compliance with the Scope of Study attached as Appendix A, and in conformity with applicable Federal laws.
2. The proposal cost is estimated to be up to \$29,000. The Sponsor shall pay in cash the total amount of \$29,000 within 30 days after execution of this Letter of Agreement to meet the costs of agreed upon services. The Government shall not obligate funds to provide services until after such cash payment has been made available by the Sponsor. The preferred method of payment is by electronic funds transfer (EFT). The Sponsor agrees to provide payment by EFT

or cashier or certified check payable to FAO, USACE, Tulsa District, 1645 S. 101st East Ave., Tulsa, Oklahoma, 74128, prior to any work being done by this Agreement.

3. No federal funds may be used to meet local Sponsor's proposal costs under this Agreement unless the expenditure of such funds is expressly authorized by statute as verified by the granting agency.

4. The award and administration of any contract with a third party for services in furtherance of this Agreement shall be exclusively within the control of the government. Although not anticipated, an additional field survey contract may be administered by the Government after execution of this Agreement.

5. Before any Party to this Agreement may bring suit in any court concerning any issues relating to the Agreement, such Party must first seek in good faith to resolve the issue through negotiation or other form of non binding alternative dispute resolution mutually acceptable to the Parties.

6. This Agreement shall terminate at the completion of the services, provided that, prior to such time and upon thirty (30) days written notice, either Party may terminate or suspend this Agreement without penalty.

7. Within 90 days upon termination of this Agreement, the Government shall prepare a final accounting of project costs, which shall display (1) cash contributions by Sponsor, and (2) disbursements by the Government of all funds. Subject to the availability of funds, within thirty days after final accounting, the Government shall reimburse the sponsor for cash contributions that exceed the Sponsors share of the total cost of the project. Within thirty days after the final accounting, the Sponsor shall provide the Government any cash contributions required to meet the Sponsors agreed upon study costs.

8. In the event that any (one or more) of the provisions of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be effected or impaired and shall continue in effect until the Agreement is completed.

9. The Project Manager for the Government is Joe Remondini and for the Sponsor is Joseph E. Finley. The Project Manager for either party may be changed by written notice to the other party. All notices, correspondence, or other documents required by this agreement shall be delivered or mailed to the following addresses:

10. This Agreement shall become effective upon the signature of both parties.

Joseph E. Finley P.E.
Director of Engineering Services
City of Dodge City
| 806 N. Second Avenue
Dodge City KS 67801

Tel: 620 225 4878
E Mail : jef@dodgecity.org

Joe Remondini P.E. CFM
U.S. Army Corps of Engineers
Flood Plain Management Services
1645 S. 101st East Avenue
Tulsa, OK, 74128

Tel:918 669 7198
E Mail
Joseph.remondini@usace.army.mil

FOR THE SPONSOR

Joseph E. Finley

Director of Engineering Services
City of Dodge City

Date _____

ATTEST

Date:

(SEAL)

FOR THE GOVERNMENT

Anthony C. Funkhouser P.E.

Colonel, U.S. Army
District Commander

Date _____

City of Dodge City

Memorandum

February 23, 2009

TO: Ken Strobel, City Manager

FROM: Joseph E. Finley, Director of Engineering Services

RE: 2009 Manhole Rehabilitation, SS 0901
Contract Recommendation

In December of 2007, the City entered into a three year contract, subject to yearly approval, with Mayer Specialty Services of Goddard, Ks. to rehabilitate manholes at various locations in town. The 2009 contract will be the third and final year of this multi-year contract. This project consists of rehabilitation of approximately 490 vertical feet of sanitary sewer manholes by spraying at low velocity a pre-blended fiber reinforced cementitious mortar onto the interior wall of the manholes with a pH above 3. The rehabilitation process shall provide a monolithic liner capable of stopping infiltration and restoring the structural integrity.

Staff would recommend approval of the **2009 Contract Extension** submitted by **Mayer Specialty Services of Goddard, Kansas, in the amount of \$102.00 V.F. for a total contract amount of \$49,980.00.** Funds were allocated for this project in the Capital Program Improvement Outline for 2009 in the amount of \$50,000.

The Manhole Rehabilitation project is proposed to begin in early March and should take approximately 40 calendar days to complete. If you have any questions, please let me know.

City of Dodge City

Memorandum

Date: February 25, 2009

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Service Director

RE: Beeson Court Subdivision

Attached for your review and approval by the City Commission is the Final Plat of Beeson Court Subdivision. The Dodge City Zoning Board met December 16, 2008 to review this plat. The Zoning Board is recommending to the City Commission that this final plat be approved.

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

City of Dodge City

Public Works
703 W. Trail Street
Dodge City, KS 67801
Phone: 620-225-8170
Fax: 620-225-8259
Tty: 620-225-8115
www.dodgecity.org

Memorandum

To: Ken Strobel, City Manager, Cherise Tieben, Assistant City Manager
CC: Mike Klein, Superintendent of Public Works, John Ball, Police Chief,
Lt. Traci Rakin
From: Corey Keller, Sanitation & Recycling Foreman
Date: February 23, 2009
Re: 2009 Police Car Bids

Four Bids were received and opened on February 17, 2009 at 2:00 p.m. for three police vehicles plus trade in values for two used police vehicles.

MERF Funds Available	\$75,000
Department	Police
Equipment Requested	3 police package vehicles

The bids received are as follows:

Lopp Motors Inc.

Dodge City, Kansas 2009, Dodge Charger \$26,099 ea. x 3=	\$78,297
Less Trade in value	<u>\$ 4,500</u>
Total Bid	\$73,797

Trade in value of each vehicle: Mileage as of 1/30/09

# 303, 2005 Crown Victoria 60423 miles	\$2,500
# 311, 2004 Crown Victoria 59437 miles	<u>\$2,000</u>
Total Trade in Value	\$4,500

Estimated delivery time of 190 to 210 days

Frontier Ford

Dodge City, Kansas	2009 Ford Crown Victoria \$26,331 ea. x 3	\$78,993
	Less Trade in value	<u>\$ 4,700</u>
	Total Bid	\$74,293

Trade In value of each vehicle:

# 303, 2005 Crown Victoria 60423 miles	\$2,700
# 311, 2004 Crown Victoria 59437 miles	<u>\$2,000</u>
Total trade-in value	\$4,700

Estimated delivery time of 14 to 16 weeks

Olathe Ford**Olathe, Kansas**

	2009 Ford Crown Victoria \$25,610 ea. x 3	\$76,830
	Less Trade-in value	<u>\$ 5,500</u>
	Total Bid	\$71,330

Trade In value of each vehicle:

# 303, 2005 Crown Victoria 60423 miles	\$3,000
# 311, 2004 Crown Victoria 59437 miles	<u>\$2,500</u>
Total trade-in value	\$5,500

Estimated delivery time of 10 to 12 weeks

Burtis Motor Co.**Garden City, Kansas**

	2009 Ford Crown Victoria \$27,350 ea. x 3	\$82,050
	Less Trade-in value	<u>\$ 3,000</u>
	Total Bid	\$79,050

Trade In value of each vehicle:

# 303, 2005 Crown Victoria 60423 miles	\$1,500
# 311, 2004 Crown Victoria 59437 miles	<u>\$1,500</u>
Total trade-in value	\$3,000

Estimated delivery time none given

The Police Department will utilize the three new vehicles as patrol cars. Two will replace the patrol cars that will be traded in. One will replace a patrol car that has been turned into a K9 unit. The additional patrol car will give the Police Department a total of twelve patrol cars.

Based on the bids received, staff would recommend accepting the bid package from Olathe Ford of Olathe, Kansas in the amount \$71,330.

If you have any questions or need additional information, please feel free to contact me.

Date: 2/20/2009
To: Mike Klien
Cc: Ken Strobel, Cherise Tieben
From: Lt. Traci Rankin
RE: Patrol Bureau Commander

After reviewing the Bid proposals from Burtis Motors, Frontier Ford, Lopp Motors, and Olathe Ford, it is the Police Departments recommendation to except the lowest bid from Olathe Ford for \$71,330.00 for three black and white patrol cars.

The Police Department has added a K-9 to patrol, which has required a specially outfitted patrol car. The additional equipment was donated to the Police Department from the Ford County Sheriff's Office. Because of the addition of the K-9, the Police Department needs to add another vehicle to the fleet. The Police Department will be trading two vehicles instead of three, a 2004 Crown Victoria and a 2005 Crown Victoria.

The Police Department Patrol Division currently has one vehicle for the Citizens Auxiliary, one pick up truck, two SRO vehicles, two vehicles for K-9, one vehicle for the court Warrant Officer, and eleven patrol cars.

Memorandum

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

From: Mike Klein, Superintendent of Public Works

Date: Tuesday, February 24, 2009

*Subject: 2009 Utility Water Supply bids
2009 Budget Fund and Amount
Utility Fund: 510-4100-441-30-04 \$ 250,000*

Eight bids were received and opened on February 24, 2009 at 2:00 p.m. for utility water supplies. The bid package consists of meters, brass items, brass saddles, meter jars and lids, repair clamps, gate valves, fire hydrants, other items and pipe. Supplies will be utilized to maintain and upgrade the City's water system. This purchase is an annual restocking of supplies.

As you will notice from the bid tabulation, the major expense of \$133,489.10 is for meters. The meters are radio read which will be replacing the old manual read meters. The meters are Neptune E-Coder R900i that interface with our hand held and lap top meter reading computers. To date we have installed 5,032 radio read meters. We still have 3,473 meters that are manual read with a total of 8,505 water accounts.

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

Municipal Supply, Inc. Hastings Nebraska

Meters	\$ 133,489.10
Pipe	\$ 6,064.00
Other Items	\$ 2,595.00
TOTAL	\$ 142,148.10

Water Products, Inc. McPherson, Kansas

Brass Items	\$ 6,042.00
Copper	\$ 4,875.00
TOTAL	\$ 10,917.00

HD Supply Waterworks, Wichita, Kansas

Mechanical Joint Fittings	\$ 2,000.00
Gate Valves	\$ 11,913.00
Fire Hydrants	\$ 11,800.00
Total	\$ 25,713.00

D. C. Whole Sale, Concordia, Kansas

Meter Jars and Lids	\$ 7,404.75
Total	\$ 7,404.75

D. C. & B Supply, Pratt, Kansas

Couplings	\$ 1,925.10
Tapping Sleeves	\$ 3,224.63
Total	\$ 5,149.73

Total Expenditure \$ 191,332.58

Line Item Balance \$ 58,667.42

The remaining balance will be utilized through out the year to replace supplies as needed.

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

BID TAB
UTILITY (WATER) SUPPLIES
 Tuesday, February 24, 2009

CONTRACTOR	COPPER	RADIO READ METERS	BRASS ITEMS	COUPLINGS	METER JARS & LIDS	TAPPING SLEEVES	MECHANICAL JOINT FITTINGS	RESILENT SEAT GATE VALVES	FIRE HYDRANTS	PIPE
Hajoca Corp. Wichita, KS	\$ 4,990.00	\$ 79,530.98	\$ 6,554.75	\$ 3,106.10	\$ 8,639.52	\$ 4,932.67	\$ 2,302.37	\$ 13,706.95	\$ 13,329.60	\$ 6,272.00
Municipal Supply Inc. Hastings, NE	\$ 4,950.00	\$ 133,489.10	\$ 6,312.95	\$ 2,056.00	N/A	\$ 5,409.15	\$ 2,036.37	\$ 14,169.00	\$ 13,080.00	\$ 6,064.00
Water Products, Inc. McPherson, KS	\$ 4,875.00	N/S	\$ 6,042.00	\$ 1,944.50	\$ 8,551.40	\$ 4,585.25	\$ 2,110.77	\$ 14,343.25	\$ 12,750.00	\$ 6,320.00
Wichita Winwater Wichita, KS	\$ 5,185.00	N/A	\$ 6,100.50	\$ 2,716.66	N/A	\$ 5,154.45	\$ 2,109.25	\$ 15,347.06	\$ 13,484.80	\$ 7,056.00
D.C. Wholesale Concordia, KS	N/A	N/A	N/A	N/A	\$ 7,404.75	N/A	N/A	N/A	N/A	N/A
D.C. & B Supply, Inc. Pratt, KS	N/A	N/A	\$ 6,600.95	\$ 1,925.10	N/A	\$ 3,224.63	N/A	\$ 14,761.95	\$ 12,970.70	\$ 7,376.00
HD Supply Waterworks Wichita, KS	\$ 6,605.00	\$ 38,658.00	\$ 6,052.25	\$ 1,937.70	N/A	\$ 4,177.00	\$ 2,000.00	\$ 11,913.00	\$ 11,800.00	\$ 6,176.00



Memorandum

February 23, 2009

TO: Ken Strobel, City Manager
FROM: Ray Slattery, P.E., City Engineer
RE: 2009 Street Program

Included in this memorandum, please find Engineering Services Staff's recommendations for the 2009 Street Program. This year's program will consist of; continuation of the Street Sealing Program, a corridor study of US 50 for a proposed intersection, Traffic Signal and Signing improvements around the Middle/Northwest Schools & Soule Intermediate Center. There will also be some smaller maintenance projects; Concrete Street Repairs, Curb & Gutter Repairs, Brick Street Repairs, Asphalt Street Crack Repairs, Traffic Signal Improvements, Sidewalk Construction/Repair, and Traffic Markings. The program also includes the design phase of the reconstruction of Trail St., from US56/US 400 intersection (Over Pass Rd.) to 14th Ave., and Comanche St., both two lane sections at each end of town. Also included in this year's program, but not related to the city street system is the paving of some of the Roadways at the Cemetery.

In reviewing the Capital Program Improvement Outline for 2009, there is approximately \$780,000 that is to be funded by General Obligation Bonds. The following table lists those projects and Proposed Dollar Amount;

GOB PROJECTS	PROPOSED DOLLAR AMOUNT
Cemetery Roadway Paving	\$ 100,000
Trail St. Reconstruction Design	\$ 125,000
Comanche St. Reconstruction Design	\$ 125,000
Asphalt Street Chip Sealing	\$ 400,000
US 50 Corridor Study	\$ 30,000
TOTAL	\$ 780,000

To Bond the \$780,000 would require a yearly payment of \$98,600 figured at 4.5% interest for 10 years. This yearly payment would require .81 mill increase.

For your information, here is a short summary of each of the projects listed above;

Cemetery Roadway Paving - this will continue the project that was started in 2002. An asphalt mat will be placed over the existing lane. The existing asphalt millings, road gravel surface will be used as the base for the new asphalt mat. If a new lane is constructed into a new division, provisions will be made to stabilize the base material. Other minor improvements would be completed at the same time along the lane.

Trail St. Reconstruction Design – fairly self explanatory, costs associated with hiring a consultant to design the plans for reconstructing Trail St. from 14th Ave. East to the US 56/US 283/US 400 Intersection. I believe the reconstruction would be split into phases for budget reasons.

Comanche St. Reconstruction Design – basically the same as Trail St., with the limits for Comanche St. being from Fairway Dr. to Ave. P and from Matt Down Ln. (possibly US 50) to 14th Ave.

Asphalt Street Chip Sealing – this is a continuation of the yearly project we started six years ago. We have basically sealed every residential asphalt street in the city and now it is time to start the process over.

US 50 Corridor Study – this project resulted from a request of the Developer of the Summerlon Subdivision to extend Fairway Dr. to US 50. KDOT is requesting a traffic impact study from the City to determine what improvements would be necessary at this proposed intersection. We may also review the traffic flow/alignment at some other intersections along this section of US 50.

The Finance Director has stated that there is \$540,000 +/- allocated in the Special Streets Fund to fund street maintenance projects. The following table lists those projects and Proposed Dollar Amount;

SPECIAL STREET FUND PROJECTS	PROPOSED DOLLAR AMOUNT
Signal & Sign Improvements at the Middle, Northwest, & Soule Center Schools	\$ 225,000
"Poly Patch" Material Purchase	\$ 25,000
Sidewalk Construction/Repairs	\$ 45,000
Traffic Signal Improvements/Repairs	\$ 25,000
Pavement Markings	\$ 25,000
Curb & Gutter Repairs	\$ 25,000
Asphalt Street Overlays	\$ 100,000
Concrete Street Repairs (Patching)	\$ 70,000
TOTAL	\$ 540,000

Again for your information, here is a short summary of each of the projects listed above;

Signal & Sign Improvements at the Middle, Northwest, & Soule Center Schools – based on a study completed in September 2007 by Tran Systems of Kansas City, Mo., traffic sign changes,

installation of a Pedestrian Signal, and converting an existing Pedestrian Signal to a fully functioning Traffic Signal may help with traffic flow and confusion around these three schools. Along with the improvements proposed on the City streets, the study outlined several projects that the School District needs to complete. Staff was approached late last year by the School District which stated they were scheduling their improvements this year. The City's projects and School districts projects go hand in hand and both have to be completed to make each function properly. But, before we proceed with our projects we will get confirmation from the School District to ensure they are still proceeding with their projects.

“Poly Patch” Material Purchase – this material will be used to fill the major thermal cracks that are found in asphalt pavement in various locations around town. City crews will perform the actual installation of this material. The city has been evaluating a test section that was done several years ago and a section done last summer to see the effectiveness of the material. Other communities in the area have had success in using this material in the major thermal cracks in asphalt streets.

Sidewalk Construction/Repairs – this money would be divided between the Cost Share Program and sidewalk construction and repairs.

Traffic Signal Improvements/Repairs – staff will prioritize which intersections around town are in need of updating or major maintenance. If funds are available, we will also install traffic control cameras on a selected intersection.

Pavement Markings – this money will be allocated for contractor work for striping pavement markings on arterials or collector streets around town.

Curb & Gutter Repairs – this money will be allocated for contractor work for concrete street repair around town.

Asphalt Street Overlays - this project consists of adding 1 ½” to 3” of asphalt to some of the more rural roadways in the city limits. Typically these roads do not have curb and gutter and are only a few inches thick. Many of these roads are starting to see an increase in traffic, cars and trucks, and to prolong their life additional thickness of asphalt is needed.

Concrete Street Repairs (Patching) – this money will be allocated for contractor work for concrete street repair around town.

This is staff's recommendation for the 2009 Street Program. This program does not include any of the funding necessary for the projects associated with the Casino or Special Events Center that was outlined in the Capital Program Improvement Outline for 2009.

This is only a recommendation and Staff would be happy to make any additions, deletions, or changes to the program that you or the commission desire.

City of Dodge City

Memorandum

Date: February 27, 2009

TO: City Commission

FROM: Dennis Veatch, Development Services Director

CC: Ken Strobel, City Manager

Attached you will find an agreement with Schwerdt Design Group, Inc. to provide third party plan review services. The service is necessary to confirm all aspects of code compliance prior to issuance of permits and in an expeditious manner expected by the Casino. Due to the time frame in which the casino wishes this required step to take place, staff felt it necessary to contract out this service. The Casino will be reimbursing the City for the full cost of this service.

Staff is recommending that you approve this contract subject to negotiations by the City Manager. If you have any questions please feel free to contact me.



AIA® Document B727™ – 1988

Standard Form of Agreement Between Owner and Architect for Special Services

AGREEMENT made as of the Ninth day of February in the year Two Thousand and Nine

BETWEEN the ~~Owner~~ City:
(Name and address)

City of Dodge City
Development Services Department
P.O. Box 880
Dodge City, Kansas 67801

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name and address)

Schwerdt Design Group, Inc.
2231 SW Wanamaker Rd., Ste. 303
Topeka, Kansas 66614

for the following Project:
(Include detailed description of Project, location, address and scope.)

Boot Hill Casino and Resort
10864 Highway 50 Bypass
Dodge City, Kansas 67801

The ~~Owner~~ City and the Architect agree as set forth below.

Init.

TABLE OF ARTICLES

- 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES
- 2 CITY'S RESPONSIBILITIES
- 3 CLAIMS AND DISPUTES
- 4 TERMINATION OR SUSPENSION
- 5 MISCELLANEOUS PROVISIONS
- 6 PAYMENTS TO THE ARCHITECT
- 7 SPECIAL TERMS AND CONDITIONS
- 8 SCOPE OF THE AGREEMENT

ARTICLE 1 ARCHITECT'S SERVICES AND RESPONSIBILITIES

(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)

<u>Service to be provided:</u>	<u>Method and means of compensation</u>
<u>Boot Hill Casino and Resort Post Design and Pre-Construction Plan and Code Review for:</u>	<u>Stipulated Sum as described in Article 8</u>
<u>Bid Package 2 – Structural Steel, Foundations, Underslab MEP, Equipment (RTUs and Generator)</u>	
<u>Bid Package 4 – Shell</u>	
<u>Bid Package 6 - Interiors</u>	

§ 1.1 The Architect shall provide post-design and pre-construction plan and code review to determine general conformance to applicable building, plumbing, mechanical and electrical codes.

§ 1.2 Applicable Standards in the performance of any and all work include, but is not limited to:

- International Building Code 2003
- International Mechanical Code 2003
- International Plumbing Code 2003
- National Electric Code 2002
- International Fuel Gas Code 2003
- International Fire Code 2003
- International Existing Building Code 2003

§ 1.3 Upon the completion of the review of each Package, Architect will provide written report of findings along with red-line drawings where applicable to City and Owner.

§ 1.4 The following team of professionals will provide code and plan review necessary for permitting of Project.
Schwerdt Design Group, Inc. – architectural and life safety review
PKMR Engineers – mechanical, electrical, plumbing and fire protection systems review
Certus Architectural Engineers – structural review

§ 1.5 Plan and code review team will be lead by Mike Stormer of Schwerdt Design Group, Inc. and Craig Thornburg. Craig Thornburg is an ICBO Certified Plan Examiner (1990-Present).

Init.

§ 1.6 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Progress.

§ 1.7 The Architect shall maintain the following insurance for the duration of this Agreement. If City requirements exceed the types and limits the Architect set forth below, the City shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

\$1,000,000 each occurrence

\$2,000,000 aggregate

.2 Automobile Liability

\$1,000,000 each accident

.3 Workers' Compensation

\$500,000 each occurrence

.4 Professional Liability

\$1,000,000 each claim

\$2,000,000 annual aggregate

ARTICLE 2 CITY'S RESPONSIBILITIES

~~ARTICLE 2 OWNER'S RESPONSIBILITIES~~

§ 2.1 The ~~Owner~~ City shall provide full information regarding requirements for the Project. The ~~Owner~~ City shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

§ 2.2 The ~~Owner~~ City shall designate a representative authorized to act on the ~~Owner's~~ City's behalf with respect to the Project. The ~~Owner~~ City or such authorized representative shall render decisions and approve Architects submittals in a timely manner ~~pertaining to documents submitted by the Architect~~ in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 2.3 The City shall coordinate the services of its own employees with those services provided by the Architect. Upon the Architect's request, the City shall define the scope of consulting services provided by the City's employees. The City shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The City shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The City shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the City's needs and interests.

ARTICLE 4 CLAIMS AND DISPUTES

~~ARTICLE 3 USE OF ARCHITECT'S DOCUMENTS~~

~~§ 3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the~~

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Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

ARTICLE 4— ARBITRATION

~~§ 4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.~~**GENERAL**

§ 4.1.1 The City and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The City and Architect waive all claims and causes of action not commenced in accordance with this Section 4.1.1.

§ 4.1.2 To the extent damages are covered by property insurance, the City and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction, if applicable. The City or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 4.1.3 The Architect and City waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 5.7.

§ 4.1.4 In consideration of the substantial risks to Schwerdt Design Group, Inc. and its Consultants in rendering Plan Review Services in conjunction with the project, the City of Dodge City, Boot Hill Casino and Resort, and all ownership groups agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Schwerdt Design Group, Inc. its officers, employees, or consultants, which may arise out of or in connection with this project or the performance by any of the parties above-named of the services under this Agreement.

~~§ 4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.~~**MEDIATION**

§ 4.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 4.2.2 The City and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Other (Specify)

~~§ 4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.~~

ARBITRATION

§ 4.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 4.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 4.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.3 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 4.3.4 CONSOLIDATION OR JOINDER

§ 4.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 4.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 4.3.4.3 The City and Architect grant to any person or entity made a party to an arbitration conducted under this Section 4.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the City and Architect under this Agreement.

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User Notes:

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~~§ 4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.~~

ARTICLE 5 TERMINATION OR SUSPENSION

~~§ 5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. If the City suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. City suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4. This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:~~

~~1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and~~

~~2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination. If the City fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the City, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the City for delay or damage caused the City because of such suspension of services.~~

~~§ 5.5 The City may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 5.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 5.4.~~

~~§ 5.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

ARTICLE 6 MISCELLANEOUS PROVISIONS

§ 6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

§ 6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Section 8.4.

Init.

§ 6.3 The ~~Owner-City~~ and Architect, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Neither ~~Owner-City~~ nor Architect shall assign this Agreement without the written consent of the other.

§ 6.4 This Agreement represents the entire and integrated agreement between the ~~Owner-City~~ and Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both ~~Owner-City~~ and Architect.

§ 6.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the ~~Owner-City~~ or Architect.

§ 6.6 Unless otherwise provided in this Agreement, the Architect and Architect's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances.

ARTICLE 7 PAYMENTS TO THE ARCHITECT

§ 7.1 DIRECT PERSONNEL EXPENSE

§ 7.1.1 Direct Personnel Expense is defined as the direct salaries of the Architect's personnel engaged on the Project and the portion of the cost of their mandatory and customary contributions and benefits related thereto, such as employment taxes and other statutory employee benefits, insurance, sick leave, holidays, vacations, pensions, and similar contributions and benefits.

§ 7.2 REIMBURSABLE EXPENSES

§ 7.2.1 Reimbursable Expenses are in addition to the Architect's compensation and include expenses incurred by the Architect and Architect's employees and consultants in the interest of the Project for:

- .1 expense of transportation and living expenses in connection with out-of-town travel authorized by the Owner;
- .2 ~~long-distance communications;~~ communications, dedicated data and communication services and teleconferences;
- .3 fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 ~~reproductions;~~ reproductions, printing, plots, standard form documents;
- .5 ~~postage and handling postage,~~ handling and delivering of documents;
- .6 expense of overtime work requiring higher than regular rates, if authorized by the Owner;
- .7 ~~renderings and models requested by the Owner;~~
- .8 ~~expense of additional coverage or limits, including professional liability insurance, requested by the Owner in excess of that normally carried by the Architect and the Architect's consultants; and~~
- .9 ~~Expense of computer-aided design and drafting equipment time when used in connection with the Project,~~
- .8 site office expenses, if required; and
- .9 other similar project-related expenditures.

§ 7.3 PAYMENTS ON ACCOUNT OF THE ARCHITECT'S SERVICES

§ 7.3.1 Payments on account of the Architect's services and for Reimbursable Expenses shall be made monthly upon presentation of the Architect's statement of services rendered or as otherwise provided in this Agreement.

§ 7.3.2 An initial payment as set forth in Section 8.1 is the minimum payment under this Agreement.

§ 7.4 ARCHITECT'S ACCOUNTING RECORDS

§ 7.4.1 Records of Reimbursable Expenses and expenses pertaining to services performed on the basis of a multiple of Direct Personnel Expense shall be available to the ~~Owner-City~~ or the ~~Owner's-City's~~ authorized representative at mutually convenient times.

ARTICLE 8 BASIS OF COMPENSATION

The ~~Owner-City~~ shall compensate the Architect as follows:

Init.

§ 8.1 AN INITIAL PAYMENT OF Zero Dollars and Zero Cents (\$ 0.00) shall be made upon execution of this Agreement and credited to the Owner's account at final payment.

§ 8.2 COMPENSATION FOR THE ARCHITECT'S SERVICES, as described in Article 1, Architect's Services, shall be computed as follows:

(Insert basis of compensation, including stipulated sums multiples or percentages, and identify the services to which particular methods of compensation apply, if necessary.)

Lump sum fee of Thirty Seven Thousand Eight Hundred and Eighty Five dollars (\$37,885.00).

§ 8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of One and one-tenth (1.10) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

§ 8.4 Payments are due and payable Thirty (30) days from the date of the Architect's invoice. Amounts unpaid Sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of interest agreed upon.)

8% per annum

(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)

§ 8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

ARTICLE 9 OTHER CONDITIONS

The Architect specifically excludes the following from our Scope of Services:

- a) Plan and Code review, for the purpose of issuing a building permit for Bid Packages:
 - Bid Package 1 – Grading
 - Bid Package 3 – Site Civil and Site MEP
 - Bid Package 5 – Off Site Water & Sewer
 - Bid Package 7 – US 50 Intersection / Signal
 - Bid Package 8 - Landscaping
- b) Architectural design, M/E/P engineering, structural engineering, or any other engineering or design required for the complete construction of the Project. The plan and code review services outlined above do not relieve the Architect-of-Record and Engineer-of-Record of their full responsibility for the architectural, M/E/P engineering and structure design of the building.
- c) Neither Schwerdt Design Group, Inc. nor our consultants assumes any responsibility and provides no warranties, expressed or implied, as to the actual load-carrying capacity of the building or its conformance to the building code. If the City should want a detailed review of the building's structural design, it can be provided as an additional service.
- d) Code mandated special inspections;
- e) Verification of design capacities, systems performance, or applicability of mechanical and electrical systems for this project. These remain the sole responsibility of the Architect and Engineers-of-Record and their design team.
- f) Plan Interpretation
- g) Shop Drawing and submittal review and approval
- h) Dispute resolution between Owner and Contractor

init.

This Agreement entered into as of the day and year first written above.

OWNER

ARCHITECT

Schwerdt Design Group, Inc.

(Signature)

(Signature)

(Printed name and title)

Gregory E. Schwerdt, President

(Printed name and title)

init.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Gregory E. Schwerdt, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 15:56:57 on 02/18/2009 under Order No. 1000382708_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B727™ – 1988 - Standard Form of Agreement Between Owner and Architect for Special Services, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.

(Signed)

(Title)

(Dated)

Ken Strobel

From: Kim A. Mathewson [kam@sdgarch.com]
Sent: Wednesday, February 18, 2009 4:07 PM
To: Ken Strobel
Cc: james.walker@gulfcoastcg.com; JUngerer@mrvcpanies.com; Greg Schwerdt
Subject: Boot Hill Casino and Resort Agreement
Attachments: B727 - Draft - 002(1).pdf

Ken,

At Greg Schwerdt's request, I am forwarding to you a draft of the Agreement for Plan and Code Review for the Boot Hill Casino and Resort. In an attempt to expedite the Agreement to you for your review, I have not yet had it reviewed by my attorney. Please note that we reserve the right to revise per comments of counsel.

Please review and contact Greg Schwerdt with any questions you might have. Once all are in agreement, copies will be issued for signature.

Thanks.

Kim

Kim Mathewson

Schwerdt Design Group, Inc.

2231 SW Wanamaker Rd., Suite 303

Topeka, Kansas 66614

P: (785) 273-7540

F: (785) 273-7579

Confidentiality Notice: This communication contains information which may be confidential or subject to a prohibition on disclosure under the Uniform Trade Secrets Act. Unauthorized review, use, disclosure or distribution of such information is prohibited. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone this communication or any information contained in this communication. Further, even if you are the addressee, disclosure of any information contained herein to others is prohibited without the permission of the owner of the trade secret information. If you have received this communication in error, please advise the sender by calling (785) 273-7540 or by reply e-mail, and destroy all copies of this communication.

City of Dodge City

Memorandum

February 24, 2009

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Services Director

RE: Request to rezone Lot 1 and Lot 10 of Beeson Court Subdivision. This property is located just west of John's Body Shop and also known as 200 W. Beeson.

Attached for your review and approval by the City Commission is an ordinance rezoning the above referenced property from R-2 to C-2. The applicant wants to develop this property for the purpose of retail and commercial services.

The Dodge City Zoning Board held a public hearing on Tuesday, December 16, 2008 to review this request. The Zoning Board voted unanimously to approve this rezoning subject to the final plat of Beeson Court Subdivision being approved by the City Commission and filed with the Ford County Register of Deeds. No protest petition has been filed.

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

ORDINANCE NO. 3468

AN ORDINANCE REZONING LOT 1 AND LOT 10, BEESON COURT SUBDIVISION, DODGE CITY, FORD COUNTY, KANSAS, FROM R-2, RESIDENTIAL MEDIUM DENSITY TO C-2, COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned from R-2 Residential Medium Density to C-2, Commercial Highway:

Lot 1 and Lot 10, Beeson Court Subdivision, Dodge City, Ford County, Kansas.

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FOURTH DAY OF MARCH, 2009.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

**CITY OF DODGE CITY
DEVELOPMENT SERVICES REPORT
ZONING BOARD CASE NO. 2008-05**

APPLICANT: Commercial Capital Development L.C.

REQUEST: Zoning Map amendment, from R-2 Residential Medium Density to C-2 Commercial Highway.

SURROUNDING LAND USES (ZONING):

North-Residential Medium (R-2) & Residential High (R-3)
South- Residential Low Density (R-1)
East- Commercial Highway (C-2)
West- Residential Medium (R-2)

BACKGROUND

The applicant proposes to develop this property for commercial use. This property is currently zoned R-2 and is vacant. This property has one existing entrance located on the south side. The applicant proposes to plat this property and construct one street with a cul-de-sac on the north end.

The property directly to the north of the proposed rezoning was approved for a conditional use for the purpose of multi-family 6-plex structures. This was approved by the BZA on December 9, 2008 subject to plat approval.

The Comprehensive Plan indicates that this site is adjacent to a Category II *High Accessibility Corridor*. Sub-areas should reflect the Dodge City zoning designations: highway commercial, commercial/office and high density housing. Use of vacant land should be compatible with existing sound, viable uses on adjoining property and in the immediate area, consistent with any more detailed sub-area plans that may be prepared by the City from time to time.

ANALYSIS

This site is in close proximity to a body shop and bank. There are several commercial uses in the general vicinity of this site. The property directly west and across the street is zoned residential. This zoning change would be compatible to the surrounding area. C-2 zones are also required to be landscaped and provide screening from adjacent residential uses.

The existing site will be platted and new utilities and street will be constructed.

RECOMMEDATION

Development Services staff recommends that the Zoning Board **approve** this application.

March 2, 2009

MEMO

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

FROM: Nannette Pogue, Finance Director/City clerk *NP*

SUBJECT: Resolution No. 2009-03

Resolution No. 2009-03 authorizes the City of Dodge City to offer for sale Revenue Bonds, Series 2009. These bonds will be to fund the Special Events Center. The resolution also includes language that will allow us to refund the 1998 Series A bonds that were issued to finance Legends Field, Cavalier Field, the Civic Center improvements and other improvements. Information will be available to look at different situations with the refunding of these bonds so that we can get the best interest rates and most efficient cash flow for the \$40,000,000 of new bonds. The resolution offers an amount not to exceed \$40,300,000 of principal amount of Revenue Bonds; approves the Preliminary Official Statement; agrees that the City will provide to the purchaser of the bonds within seven business days of the date of the purchase contract sufficient copies of the Official Statement; and to take other actions or execute other documents necessary to enable the purchasers to comply with the requirement of Rule 15c2-12 of the SEC. The Bond Ordinance will be presented to the City Commission at the March 16 meeting.

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

RESOLUTION NO. 2009-03

**RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF SALES TAX
REVENUE BONDS, SERIES 2009, OF THE CITY OF DODGE CITY, KANSAS.**

WHEREAS, the City of Dodge City, Kansas (the "City") is a city of the first class duly created, organized and existing under the Constitution and laws of the State of Kansas; and

WHEREAS, pursuant to Resolution No. 97-11 and K.S.A. 12-187 *et seq.*, as amended (the "Act"), a special election was duly held in the City on June 10, 1997, on the question of whether to implement a special City-wide retailers sales tax at a rate of one-half percent (0.5%), (the "City Sales Tax"); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on January 1, 2000 upon the expiration of the City's 1994 Sales Tax, in order to jointly finance, in conjunction with Ford County, Kansas (the "County"), the construction, equipping and operation of certain public projects, including installing air conditioning in the Civic Center, constructing an outdoor motor sports complex, constructing field sports facilities, constructing and equipping a special events center and other public projects (jointly, the "Projects") and authorizing the issuance of revenue bonds of the City payable from and secured by the proceeds of the City Sales Tax, and it was found and determined that more than a majority of the qualified electors of the City voting on the question had voted in favor of the implementation of the City Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, pursuant to Resolution No. 1997-12 and the Act, a special election was also duly held in the County on June 10, 1997, on the question of whether to implement a special County-wide retailers sales tax at a rate of one-half percent (0.5%), (the "County Sales Tax"); the collection of one-quarter percent (1/4%) of which will commence on October 1, 1997 and the remaining one-quarter percent (1/4%) of which will commence on upon the expiration of the County's 1991 Sales Tax, in order to finance, in conjunction with the City, the construction, equipping and operation of the Projects and authorizing the issuance of revenue bonds of the County payable from and secured by the proceeds of the County Sales Tax to be retained by the County, and it was found and determined that more than a majority of the qualified electors of the County voting on the question had voted in favor of the implementation of the County Sales Tax for the purpose aforesaid and the issuance of such revenue bonds; and

WHEREAS, the governing body of the City has heretofore adopted Resolution No. 97-11 on April 28, 1997, declaring an intent, in order to finance a portion of the costs of the Project, to issue sales tax revenue bonds secured by the City's share of the County Sales Tax, a notice of such intent was duly published in accordance with the provisions of the Act and no sufficient protest was filed against the issuance of such revenue bonds within the time period prescribed in the Act; and

WHEREAS, the City and the County have heretofore entered into the Cooperation Agreement, whereby the City and County agree to: (a) jointly fund the construction, equipping and operation of the Projects; (b) deposit the proceeds to be derived by the City and County from the City Sales Tax and the County Sales Tax into a separate fund to be established and maintained by the City; (c) create a Project Review and Advisory Committee (the "Project Committee") to oversee the location, construction and operation of the Projects; (d) permit the County to assigns its rights to issue revenue bonds against its portion of the County Sales Tax to the City; and (e) authorize the City, upon recommendation of the Project

Committee, to issue sales tax revenue bonds secured by the City Sales Tax, the City's portion of the County Sales Tax and the County's portion of the County Sales Tax (jointly, the "Sales Tax"); and

WHEREAS, the City has heretofore issued its Sales Tax Revenue Bonds, Series 1998A in the principal amount of \$6,000,000 and its Sales Tax Revenue Bonds, Series 1998B in the principal amount of \$3,200,000 to finance a portion of the costs of the Projects; and

WHEREAS, the City now desires to proceed with the issuance of additional sales tax revenue bonds in the approximate principal amount of \$40,000,000 to finance a portion of the Project not previously financed by the Series 1998A and 1998B Bonds; and

[**WHEREAS**, due to the current interest rate environment, the City has the opportunity to issue its refunding bonds in order to achieve an interest cost savings on the debt represented by the Issuer's Sales Tax Revenue Bonds, Series 1998A, dated June 1, 1998, currently outstanding in the principal amount of \$3,640,000 (the "Refunded Bonds"); and]

WHEREAS, the City has selected the firm of Stifel, Nicolaus & Company, Inc., Wichita, Kansas (the "Purchaser"), as underwriter for such additional sales tax revenue bonds to be designated "Sales Tax Revenue Bonds, Series 2009" (the "Series 2009 Bonds"); and

WHEREAS, the City desires to authorize the Purchaser to proceed with the offering for sale of the Series 2009 Bonds; and

WHEREAS, one of the duties and responsibilities of the City is to prepare and distribute a preliminary official statement relating to the Series 2009 Bonds; and

WHEREAS, the City desires to authorize the Director of Finance/Clerk, in conjunction with the Purchaser to proceed with the preparation and distribution of a preliminary official statement and all other preliminary action necessary to sell the Series 2009 Bonds; and

WHEREAS, due to the volatile nature of the municipal bond market and the desire of the City to achieve maximum benefit of timing of the sale of the Series 2009 Bonds, the governing body desires to authorize the Mayor to confirm the sale of the Series 2009 Bonds, if necessary, prior to the next meeting of the governing body to adopt the necessary ordinance and resolution providing for the issuance thereof.

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

Section 1. The Purchaser is hereby authorized to proceed with the offering for sale of the Series 2009 Bonds in accordance with the presentation made by the Purchaser this date. The offering for sale of the Series 2009 Bonds shall be accomplished in consultation with the Director of Finance/Clerk, Gilmore & Bell, P.C. ("Bond Counsel") and the Purchaser. The confirmation of the sale of the Series 2009 Bonds shall be subject to the execution of a bond purchase agreement between the Purchaser and the City and the passage of an ordinance and adoption of a resolution by the governing body of the City authorizing the issuance of the Series 2009 Bonds and the execution of various documents necessary to deliver the Series 2009 Bonds. The Mayor is hereby authorized to execute a bond purchase agreement (the "Bond Purchase Agreement") in a form approved by Bond Counsel and the City Attorney, provided that the sale of the Series 2009 Bonds is subject to the following parameters: (a) principal amount not to exceed \$40,300,000 to finance the costs of the Projects; (b) [an additional principal amount of not to exceed \$4,000,000 to refund the Refunded Bonds; provided such refunding component shall not be issued unless the present value

savings associated with the refunding shall be not less than 3% of the principal amount of the Refunded Bonds; and (c)] a true interest cost ("TIC") of not to exceed 6.00%.

Section 2. The Preliminary Official Statement, dated March 4, 2009, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Director of Finance/Clerk shall deem necessary and appropriate.

Section 3. For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the Mayor and Director of Finance/Clerk are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final", in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such officials' signatures thereon being conclusive evidence of such official's and the City's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 4. The City agrees to provide to the Purchaser within seven business days of the date of the purchase contract for the Series 2009 Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 5. The Mayor, Director of Finance/Clerk and the other officers and representatives of the City, the Purchaser and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the sale of the Series 2009 Bonds[, including provision for payment of and notice of redemption for the Refunded Bonds.]

Section 6. This Resolution shall be in full force and effect from and after its adoption.

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

ADOPTED by the governing body on March 4, 2009.

(SEAL)

Mayor

ATTEST:

Clerk

CERTIFICATE

I hereby certify that the above and foregoing is a true and correct copy of the foregoing resolution of the City adopted by the governing body on March 4, 2009, as the same appears of record in my office.

DATED: March 4, 2009.

Clerk

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EXHIBIT A

**CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL**

March 4, 2009

To: Stifel, Nicolaus & Company, Inc.
Wichita, Kansas

Re: \$40,000,000* City of Dodge City, Kansas, Sales Tax Revenue Bonds, Series
2009

Ladies and Gentlemen:

The undersigneds are the duly acting Mayor and Director of Finance/Clerk of the City of Dodge City, Kansas (the "City"), and are authorized to deliver this Certificate to the addressee (the "Purchaser") on behalf of the City. The City has heretofore caused to be delivered to the Purchaser copies of the Preliminary Official Statement (the "Preliminary Official Statement"), relating to the above-referenced bonds (the "Bonds").

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission (the "Rule"), the City hereby deems the information regarding the City contained in the Preliminary Official Statement to be final as of its date, except for the omission of such information as is permitted by the Rule, such as offering prices, interest rates, selling compensation, aggregate principal amount, principal per maturity, delivery dates, ratings and other terms of the Series 2009 Bonds depending on such matters.

Very truly yours,

CITY OF DODGE CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Director of Finance/Clerk