

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, April 20, 2009

7:00 p.m.

MEETING #4757

CALL TO ORDER

ROLL CALL

ELECTION OF MAYOR and VICE MAYOR

INVOCATION: Father Zimmerman, St. Cornelius Episcopal Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Arbor Day

Fair Housing Month

Silver Star Banner Day

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 Meeting minutes, April 6, 2009
2. Appropriation Ordinance No. 8, April 20, 2009
3. Cereal Malt Beverages:
 - a. El Charro, 1209 W. Wyatt Earp, Dodge City
 - b. Lotus Gardens, 1202 E. Wyatt Earp, Dodge City
4. Approval of CFAB 2009 Organizational Funding Grants

ORDINANCES & RESOLUTIONS

Ordinance No. 3469: An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520

Ordinance No. 3470: An Ordinance Authorizing and Providing for the Issuance of &40,300,000 Principal Amount of Sales Tax Revenue Bonds, Series 2009, of the City of Dodge City, Kansas, for the Purpose of Providing Funds to Pay a Portion of the Costs of Constructing and Equipping Certain Public Facilities and Projects; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof and Authorizing Certain Other Documents and Actions in Connection Therewith.

Resolution No. 2009-09: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of \$40,300,000 Principal Amount of Sales Tax Revenue Bonds, Series 2009, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3471 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.

Ordinance No. 3471: An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance with K.S.A. 12-520.

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Fireworks Contract. Presented by Dan Williamson, Fire Chief.

Approval of Sale and Deed of Rost Property to the United States Army. Presented by Ken Strobel, City Manager.

Approval of City Water Service to Ford County Jail. Presented by Ken Strobel, City Manager.

Approval of Lease with Ford County for Property for Water Well. Presented by Ken Strobel, City Manager.

Approval of Agreement with Schwerdt Design Group. Presented by Ken Strobel, City Manager.

Appointment of Representative to the Horse Thief Reservoir Benefit District Board. Presented by Nannette Pogue, City Clerk.

OTHER BUSINESS

EXECUTIVE SESSION: Acquisition of Property

ADJOURNMENT

PROCLAMATION

WHEREAS: In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS: this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS: Arbor Day is now observed throughout the nation and the world; and

WHEREAS: trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

WHEREAS: trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

WHEREAS: trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

WHEREAS: trees are a source of joy and spiritual renewal; and

WHEREAS: Dodge City has been recognized as a Tree City USA by the National Arbor Day Foundation and desires to continue its tree-planting ways.

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Dodge City, I do hereby proclaim April 24, 2009, as

ARBOR DAY

in Dodge City and urge all citizens to support efforts to care for our trees and woodlands and to support our city' community forestry program, and

FURTHER, I urge all citizens to plant trees to gladden the hearts and promote the well-being of present and 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 20th day of April, 2009.

E. Kent Smoll, Mayor

SEAL

Nannette Pogue, City Clerk

PROCLAMATION

Celebrating 41 Years of Fair Housing

WHEREAS, the Congress of the United States passed the Civil Rights Act of 1968, of which Title VIII declared that the law of the land would now guarantee the rights of equal housing opportunity; and

WHEREAS, the City of Dodge City, Ford County, Kansas is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all, and today, many realty companies and associations support fair housing laws; and

WHEREAS, the Fair Housing groups and the U.S. Department of Housing and Urban Development have, over the years, received thousands of complaints of alleged illegal housing discrimination and found too many that have proved upon investigation to be violations of the fair housing laws; and

WHEREAS, equal housing opportunity is a condition of life in Dodge City that can and should be achieved,

NOW, THEREFORE BE IT PROCLAIMED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY, the month of April 2009 as

FAIR HOUSING MONTH

and express the hope that this year's observance will promote fair housing practices throughout the City of Dodge City, Ford County, Kansas.

IN WITNESS WHEREOF, I, E. Kent Smoll, by virtue of the authority vested in me as Mayor of the City of Dodge City, hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 20th day of April, 2009.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

PROCLAMATION

WHEREAS, the City of Dodge City has always honored the sacrifice of the men and women in the Armed Forces; and

WHEREAS, The Silver Star Families of America was formed to make sure we remember the blood sacrifice of our wounded and ill by designing and manufacturing a Silver Star Banner and Flag; and

WHEREAS, to date The Silver Star Families of America has freely given thousands of Silver Star Banners to the wounded and their families; and

WHEREAS, the members of The Silver Star Families of America have worked tirelessly to provide the wounded of this City and Country with Silver Star Banners, Flags and care packages; and

WHEREAS, The Silver Star Families of America's sole mission is that every time someone sees a Silver Star Banner in a window or a Silver Star Flag flying, that people remember the sacrificed for this City, State and Nation; and

WHEREAS, the people and Mayor of Dodge City wish that the sacrifice of so many in our Armed Forces never be forgotten.

NOW THEREFORE, I, E. Kent Smoll, Mayor of the City of Dodge City do hereby proclaim May 1, 2009 as

SILVER STAR BANNER DAY

My appreciation of The Silver Star Families of America and honor their commitment to our wounded Armed Forces members. I hereby proclaim that May 1st as Silver Star Banner Day and the permanent and official day to honor the wounded and ill Soldiers of the City of Dodge City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused to be affixed the Great Seal of the City of Dodge City, Ford County, Kansas this 20th day of April, 2009.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Chambers
Monday, April 6, 2009
7:00 p.m.
MEETING #4756

CALL TO ORDER

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

INVOCATION: Father Zimmerman, St. Cornelius Episcopal Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING: Commissioner Sherer moved to adjourn to a Public Hearing, seconded by Commissioner Weber. Unanimous vote, 5-0.

John Ball presented information regarding the Edward Byrne Justice Assistance Grant. The police department will be applying for this grant and presented their plans to use funds to enhance the City's multi-jurisdictional approach to attack the gang problem. The Mayor asked for other input.

Commissioner Sowers moved to adjourn the public hearing and reconvene to the regular meeting, seconded by Commissioner Weber. The motion carried 5-0.

PETITIONS & PROCLAMATIONS

Child Abuse Prevention Month

National Library Week

National Volunteer Week

The Week of the Young Child

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).

Cherise Tieben presented the City Character Trail for the Month of April, VIRTUE.

Cathy Reeves, Librarian, reported on the activities at the Dodge City Public Library.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, March 16, 2009
2. Approval of Joint City/County Commission minutes, March 26, 2009
3. Approval of Joint City/County Commission minutes, April 2, 2009
4. Appropriation Ordinance No. 7, April 6, 2009
5. Cereal Malt Beverages:
 - a. Presto Convenience Stores, 800 Wyatt Earp, Dodge City
 - b. Kwik Shop, 1811 Central, Dodge City
 - c. Kwik Shop, 1500 W. Wyatt Earp Blvd., Dodge City

Commissioner Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Sowers. Unanimous vote, 5-0.

ORDINANCES & RESOLUTIONS

Resolution 2009-04: A Resolution Establishing Fees and Rates for the Water Utility Services for the City of Dodge City were adopted on a motion by Commissioner Sowers, seconded by Commissioner Weber. The motion carried by a unanimous vote.

Resolution 2009-05: A Resolution Establishing Fees and Rates for the Sanitary Sewer Service for the City of Dodge City were adopted on a motion by Commissioner Sherer, seconded by Commissioner Sowers. The motion carried by a unanimous vote.

Resolution 2009-06: A Resolution Establishing Fees and Rates for Solid Waste Collection Service in the City of Dodge City were adopted on a motion by Commissioner Sowers, seconded by Commissioner Broeckelman. The motion carried by a unanimous vote.

Resolution 2009-07: A Resolution Establishing Fees and Rates for Storm Water Utility Service for the City of Dodge City were adopted on a motion by Commissioner Weber, seconded by Commissioner Sowers. The motion carried by a unanimous vote.

Resolution 2009-08: A Resolution Amending and Supplementing Resolution No. 2009-03 of the City of Dodge City, Kansas, Which Authorized the Offering for Sale of Sales Tax Revenue Bonds, Series 2009 OT the City was adopted on a motion by Commissioner Broeckelman, seconded by Commissioner Sherer. The motion carried by a unanimous vote.

NEW BUSINESS

The application for COPS Hiring Recovery Program Grant was approved on a motion by Commissioner Sherer, seconded by Commissioner Sowers. The motion carried by a unanimous vote.

The four (4) year lease of two (2) Detective Vehicles with Rostetter Auto Ranch in the amount of \$39,000.00 was accepted on a motion by Commissioner Sherer, seconded by Commissioner Weber. The motion carried by a unanimous vote.

The approval of the bid from Southern Computer Warehouse for the purchase of computers for 2009 in the amount of \$10,546.46 was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. The motion carried by a unanimous vote.

OTHER BUSINESS

Ken Strobel, City Manager:

- Reported on Western Kansas Congressional Delegation (Ken, Cherise, Rick, and Kent) trip to Washington D.C. While in Washington the group met with various officials and discussed the Essential Air Service, Housing, Transportation, and the stimulus package. The trip was successful.
- There has been several meetings with Global Entertainment and the Casino
- Joint City/County meeting was held last week to finalize the CFAB Organizational Funding requests
- Future topics of conversation with the Commission include the continued operation of All 4 Fun and water rights.
- Thanked public works and park staff for the excellent job on cleaning the streets and public facilities after the blizzard
- Information will be coming out regarding the Special Events Center. Christa Roy will be on speaking tour and making presentations regarding the Special Events Center along with Jeff Thorpe, Butler National Casino.
- Thank you to the Dodge City Globe for providing space in the newspaper for City interest

Brian Weber:

- Attended the Kansas Association of Counties regarding KOMA

Jim Sherer:

- Spoke regarding volunteer programs specifically Meals on Wheels and Railers at the Depot
- Attended conference in Washington D.C. for the National League of Cities-brought back information
- Nice to go into a restaurant without smoke

Monte Broeckelman:

- Spoke about bailout

Rick Sowers:

- Thanked the Public Works Department for the street cleaning
- Asked for update with PEC and wastewater treatment plant and Business Licenses
- Thanked City staff for making Washington D.C. trip

Kent Smoll:

- Efforts in Washington D.C. on Congressional Delegation
- Trash cans blowing

ADJOURNMENT: Commissioner Sherer moved to adjourn the meeting, seconded by Commissioner Weber. The motion carried by a unanimous vote.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Ford Dodge City COUNTY, KANSAS, March 23 09

TO THE GOVERNING BODY OF THE CITY OF Dodge City KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the El Charro

corporation whose principal place of business is 1209 W. Wyatt Earp, Dodge City, Ks.

and under authority of the resolution of the Board of Directors of said corporation. 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 on behalf of said corporation; for the purpose of securing such license, I make the following statements under oath:

1. The proposed licensee is El Charro corporation with principal place of business at 1209 W. Wyatt Earp

The resident agent is Patricia A. Rodriguez

with offices at 1209 W. Wyatt Earp, D.C. Ks

Said corporation was incorporated on Sept. 17, 1980 A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (X), No ()

2. The following are the full and complete list of officers, directors, stockholders owning in the aggregate more than 25 percent of corporate stock, and managers of said corporation together with their position and address, age, date of birth, place of birth, method of acquiring United States citizenship—if acquired by naturalization, date and place of naturalization, and the length of residence in the State of Kansas.

Richard Rodriguez, 2210 Ave. A, D.C., Ks.,

Pres., 58yrs., 11-20-50, D.C. Ks.

Patricia A. Rodriguez, Sec./Treasurer,

57yrs., 01-14-52, G.C. Ks.

Address: 2210 Ave A, D.C. Ks.

3. The premises for which the license is desired are located at

1209 W. Wyatt Earp

Dodge City, Ks.

(a) The legal description of the premises is Lot 4, 5, & 6,

A.B. Reeves Subdivision 0 of Block 22,

Enterprise Add. to the City of D.C. Ks.

(b) The street number is

(c) The building is described as El Charro Restaurant

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:

El Charro Restaurant

4. The name and address of the owner or owners of the premises upon which the place of business is located is Richard & Patricia A. Rodriguez 2210 Ave A, Dodge City, Ks.

5. I hereby certify with regard to each of the persons named in number 2 above the following statements are true: YES

(a) None of them has within the last two years from this date been convicted of

(1) A felony

(2) A crime involving moral turpitude

(3) Drunkenness

(4) Driving a motor vehicle while under the influence of intoxicating liquor

(5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

(A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or

(B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:

Name Patricia A. Rodriguez

Address 2210 Ave A, Dodge City, Ks.

Residence 2210 Ave A, D.C. Ks.

Length of residence within this city or county in which the application is being made 38 yrs.

Method of obtaining U.S. citizenship together with date of naturalization if such is the method

Date and place of birth 01-14-52, G.C. Ks.

I hereby certify that with regard to this above-named manager the statement contained in number 5 above is in every respect true. If not, the details are set out hereinafter.

7. 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 be consumption on the premises. ()

A license fee of \$ 225.00 is enclosed herewith.

Memorandum

To: Dodge City Commission

*CC: Ken Strobel, City Manager
Cherise Thieben, Assistant City Manager*

*From: Bob Lancaster, Arts & Tourism
Coordinator*

Date: April 16, 2009

*Subject: Memorandums of Understanding
Organizational Funding*

On March 26, 2009 the City and County Commissions, meeting in joint session, approved the Community Facilities Advisory Board (CFAB) recommendations for 2009 Organizational Funding grants to area western heritage, arts, cultural and tourism organizations in accordance with the Dodge City – Ford County Interlocal Cooperation Agreement (as amended). To provide assurances that the granted funds are utilized for the purposes authorized by the Commissions, Memorandums of Understanding have been drafted. Signatures of the respective Board Presidents and Secretaries are required prior to the release of funds to the organizations.

I am requesting the City Commission approve the Memorandums of Understanding and authorize the Mayor and City Clerk to sign each document.

MEMORANDUM OF UNDERSTANDING
(Boot Hill Museum, Inc.-2009)

This Memorandum of Understanding is made and entered into among Boot Hill Museum, Inc., a not-for-profit Kansas corporation ("Boot Hill"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that Boot Hill is a primary tourist attraction in the Dodge City/Ford County area with its focus on the preservation of the western heritage of Dodge City and the surrounding area, and draws to Dodge City and the surrounding area thousands of tourists each year. In addition, Boot Hill is an attraction which provides entertainment, activities and education concerning the western heritage of Dodge City and of the surrounding area for persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, Boot Hill enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that Boot Hill has over the past few years made substantial improvements to its physical facilities which have enhanced its appearance, programs and activities. In addition, the parties recognize that due to a decline in tourism nationwide Boot Hill's revenues have declined and if not supplemented from other funding sources such revenue short falls will necessitate cuts in or possible termination the operations, programs and activities presently offered by Boot Hill.

In response to its existing financial condition Boot Hill has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") in an

amount sufficient to assist with operational expenses necessary to sustain its facilities, programs and activities through the winter months. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of Boot Hill comes within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB met with representatives of Boot Hill and has determined that at the present time funds from the Organization Funding Account in the amount of Two Hundred Thousand Dollars (\$200,000) could be granted to Boot Hill without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of Two Hundred Thousand Dollars (\$200,000) be provided to Boot Hill to assist with its operational expenses through the winter months. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to Boot Hill.

Boot Hill is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. Boot Hill will apply the grant funds to supplement its operational budget for the coming tourist season as it deems most appropriate and beneficial, and will provide an accurate accounting of the expenditure of all such grant funds to the

chairperson of the CFAB who shall share such information with the City and County Commissions. In addition Boot Hill will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding.

2. Boot Hill will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Boot Hill board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and Boot Hill's role therein which may involve the restructuring of Boot Hill's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude Boot Hill from the award of additional Sales Tax funds at a future time if such funds are available.

Boot Hill by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Two Hundred Thousand Dollars (\$200,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of Two Hundred Thousand Dollars (\$200,000), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Boot Hill Museum, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Dodge City Area Arts Council, Inc.-2009)

This Memorandum of Understanding is made and entered into among the Dodge City Area Arts Council, Inc., a not-for-profit Kansas corporation ("Arts Council"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that the Arts Council is a not-for-profit corporation who's primary purpose is the preservation of the historic Carnegie Center ("the Facility") which draws to Dodge City and the surrounding area numerous visitors each year. In addition, the Arts Council provides programs and activities concerning the heritage of Dodge City and the surrounding area to persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, the Arts Council enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that the Arts Council has over the past few years made substantial improvements to the Facility which have enhanced its appearance, programs and activities. In addition, the parties recognize that operating and maintenance expenses necessary for the Facility, as well as programming and activities have increased to a level requiring supplemental funding not available through other resources.

In response to its existing financial condition the Arts Council has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") which when combined with the Arts Council's existing funding capability will provide for the preservation, maintenance and operational expenses

necessary to sustain the Facility, related programming and activities of the organization. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of the Arts Council come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB has determined that at the present time funds from the Organization Funding Account in the amount of Ten Thousand Dollars (\$10,000) could be granted to the Arts Council without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of Ten Thousand Dollars (\$10,000) be provided to the Arts Council to assist with its operational expenses. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to the Arts Council.

The Arts Council is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. The Arts Council will apply the grant funds to supplement its operational budget for 2009 by expending such funds only for payment of utility and security systems expenses as set out in its' funding request submitted to CFAB and will provide an accurate accounting of the expenditure of all such grant

funds to the chairperson of the CFAB who shall share such information with the City and County Commissions. In addition the Arts Council will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding.;

2. The Arts Council will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Arts Council board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and the Art Council's role therein which may involve the restructuring of the Arts Council's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude the Arts Council from the award of additional Sales Tax funds at a future time if such funds are available.

The Arts Council by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Ten Thousand Dollars (\$10,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of Ten Thousand Dollars (\$10,000), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Dodge City Area Arts Council, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Depot Theater Company, Inc.-2009)

This Memorandum of Understanding is made and entered into among the Depot Theater Company, Inc., a not-for-profit Kansas corporation ("Theater Company"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that the Theater Company is the lessee of the historic Dodge City Santa Fe Depot and that under that lease has the responsibility to maintain the Depot facility which is a primary tourist attraction in the Dodge City/Ford County area with its focus on the preservation of the western heritage of Dodge City and the surrounding area, and draws to Dodge City and the surrounding area hundreds of tourists each year. In addition, the Theater Company is an attraction which provides entertainment, activities and education concerning the early development of the railroad and western heritage of Dodge City and of the surrounding area for persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, the Theater Company and the Depot facility enhance the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that the Theater Company has over the past few years made substantial improvements to the Depot facility which serve to preserve and enhance its appearance, programs and activities. In addition, the parties recognize that current operational expenses necessary for the preservation and operation of the Depot facility now exceed the Theater Company's current financial ability and if not supplemented from other funding sources such operational expenses may

necessitate the reduction or possible termination of operations, programs and activities presently offered by the Theater Company.

In response to its existing financial condition the Theater Company has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") in an amount sufficient to assist with operational expenses necessary to provide building maintenance and operational expenses necessary to sustain the facilities, programs and activities while a long range funding plan is being developed. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the Depot building and the programs and activities of the Theater Company come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB as determined at the present time funds from the Organization Funding Account in the amount of One Hundred Fifty Thousand Dollars (\$150,000) could be granted to the Theater Company without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of One Hundred Fifty Thousand Dollars (\$150,000) be provided to the Theater Company to assist with its building utilities, maintenance and operational expenses. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to the Theater Company.

The Theater Company is willing to accept such grant and in consideration of the same will commit said funds to the uses and purposes outlined herein and agrees to comply with the following terms and conditions:

1. The Theater Company will apply the grant funds to supplement its building maintenance budget for 2009 by expending such grant funds only for the payment of building utilities and other expenses directly related to facility operation and will provide an accurate monthly accounting of all such grant funds to the chairperson of the CFAB who shall share such information with the City and County Commissions. In addition the Theater Company will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding;
2. The Theater Company will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Theater Company board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and Boot Hill's role therein which may involve the restructuring of the Theater Company's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude the Theater Company from the award of additional Sales Tax funds at a future time if such funds are available.

The Theater Company by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of One Hundred Fifty Thousand Dollars (\$150,000), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

The Depot Theater Company, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Dodge City Roundup, Inc.-2009)

This Memorandum of Understanding is made and entered into among Dodge City Roundup, Inc., a not-for-profit Kansas corporation ("Roundup"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that Roundup is a not-for-profit corporation who's primary purpose is the production of a world class rodeo and other related programs which draw to Dodge City and the surrounding area numerous visitors each year. In addition Roundup provides information, entertainment, activities and education concerning the western heritage of Dodge City and the surrounding area to persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, Roundup enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that Roundup has over the past few years made substantial improvements to arena facilities and programming which have enhanced its appearance and the quality of its programs and activities. In addition, the parties recognize that continued facility and audience comfort enhancements plus entrant prize payout considerations are necessary to retain the high level of national recognition received for its activities .

In response to its existing financial condition Roundup has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") which when combined with Roundup's existing funding capability will provide for

the supplement of contestant payouts and spectator enhancement/safety projects. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of Roundup come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB has determined that at the present time funds from the Organization Funding Account in the amount of Thirty Thousand Dollars (\$30,000) could be granted to Roundup without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of Thirty Thousand Dollars (\$30,000) be provided to Roundup to assist with its programming expenses as outlined in its grant application. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to Roundup.

Roundup is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. Roundup will apply the grant funds to supplement its operational budget for 2009 by expending such funds only for payment of the projects and activities as setout in its' funding request submitted to CFAB and will provide an accurate accounting of the expenditure of all such grant funds to the chairperson of the CFAB who shall share such information with the City and County

Commissions. In addition Roundup will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding;

2. Roundup will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Roundup board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and Roundup's role therein which may involve the restructuring of the Roundup's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude Roundup from the award of additional Sales Tax funds at a future time if such funds are available.

Roundup by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Thirty Thousand Dollars (\$30,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of Thirty Thousand Dollars (\$30,000), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Dodge City Roundup, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Ford County Historical Society, Inc.-2009)

This Memorandum of Understanding is made and entered into among the Ford County Historical Society, Inc., a not-for-profit Kansas corporation ("Historical Society"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that the Historical Society is a not-for-profit corporation who's primary purpose is the preservation of the history of Dodge City and Ford County, particularly the Home of Stone ("the Facility") which draws to Dodge City and the surrounding area numerous visitors each year. The Historical Society provides information, education and displays artifacts and structures concerning the heritage of Dodge City and the surrounding area to persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, the Historical Society enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that the Historical Society has over the past few years made substantial improvements to the Facility which have enhanced its appearance and promoted its preservation. In addition, the parties recognize that operating and maintenance expenses necessary for the Facility, as well as the preservation of historic documents have increased to a level that exceeds Historical Society's current financial ability to maintain, and if not supplemented from other resources will necessitate the reduction or possible termination of the operations, programs and activities presently offered by the Historical Society.

In response to its existing financial condition the Historical Society has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") which when combined with the Historical Society's existing funding capability will provide for the preservation, maintenance and operational expenses necessary to sustain the Facility, related programming and activities of the organization. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of the Historical Society come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB has determined that at the present time funds from the Organization Funding Account in the amount of Three Thousand Dollars (\$3,000) could be granted to the Historical Society without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of Three Thousand Dollars (\$3,000) be provided to the Historical Society to assist with its operational expenses. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to the Historical Society.

The Historical Society is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. The Historical Society will apply the grant funds to supplement its operational budget for 2009 by expending such funds only for payment of utility and security systems expenses and insurance as setout in its' funding request submitted to CFAB and will provide an accurate accounting of the expenditure of all such grant funds to the chairperson of the CFAB who shall share such information with the City and County Commissions. In addition the Historical Society will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding;
2. The Historical Society will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Historical Society board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and Historical Society's role therein which may involve the restructuring of the Historical Society's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude Historical Society from the award of additional Sales Tax funds at a future time if such funds are available.

The Historical Society by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Three Thousand Dollars (\$3,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of

Three Thousand Dollars (\$3,000), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Ford County Historical Society, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Dodge City Trail of Fame, Inc.-2009)

This Memorandum of Understanding is made and entered into among the Dodge City Trail of Fame, Inc., a not-for-profit Kansas corporation ("Trail of Fame"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that the Trail of Fame is a not-for-profit corporation who's primary purpose is the erection and placement of statues, medallions and other related programs which draw to Dodge City and the surrounding area numerous visitors each year. In addition the Trail of Fame provides activities and education concerning the western heritage of Dodge City and the surrounding area to persons attending meetings and conventions in the Dodge City area, as well as for local and area residents and students and for residents and students from throughout southwest Kansas. As such, the Trail of Fame enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that the Trail of Fame has over the past few years made substantial investment in the preservation of the area's historic heritage. In addition, the parties recognize that the current operational expenses necessary for the operation of its program activities exceeds the Trail of Fame's current financial ability to maintain and if not supplemented from other funding sources will necessitate the reduction or possible termination of its operations, programs and activities.

In response to its existing financial condition the Trail of Fame has applied to the CFAB for a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") which when combined with the Trail of Fame's existing funding

capability will provide for expenses necessary for the promotion of the organization's programs and activities. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of the Trail of Fame come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB has determined that at the present time funds from the Organization Funding Account in the amount of Twenty Thousand Four Hundred Dollars (\$20,400) could be granted to the Trail of Fame without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a lump sum grant from Organization Funding Account in the amount of Twenty Thousand Four Hundred Dollars (\$20,400) be provided to the Trail of Fame to assist with its programming expenses as outlined in its grant application. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to the Trail of Fame.

The Trail of Fame is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. The Trail of Fame will apply the grant funds to supplement its operational budget for 2009 by expending such funds only for payment of the projects and activities as setout in its' funding request submitted to CFAB and will provide

an accurate accounting of the expenditure of all such grant funds to the chairperson of the CFAB who shall share such information with the City and County Commissions. In addition the Trail of Fame will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding;

2. The Trail of Fame will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Trail of Fame board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and the Trail of Fame's role therein which may involve the restructuring of the Trail of Fame's governance and role as part of the Master Plan.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude the Trail of Fame from the award of additional Sales Tax funds at a future time if such funds are available.

The Trail of Fame by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Twenty Thousand Four Hundred Dollars (\$20,400) as authorized by the actions of the CFAB and the City and County Commissions, hereby acknowledges receipt of said grant funds in the amount of Twenty Thousand Four Hundred Dollars (\$20,400), and agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Dodge City Trail of Fame, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, **Chairman**

By: _____
John F. Swayze, **Commissioner**

By: _____
Terry C. Williams, **Commissioner**

Dated this _____ day of April, 2009.

Attest:

County Clerk

MEMORANDUM OF UNDERSTANDING
(Windthorst Heritage, Inc.-2009)

This Memorandum of Understanding is made and entered into among the Windthorst Heritage Inc., a not-for-profit Kansas corporation ("Heritage Group"), the Community Facilities Advisory Board ("CFAB"), and the City of Dodge City, Kansas ("City"), and has been approved by the Ford County Commission.

The parties acknowledge that the Heritage Group is a not-for-profit corporation who's primary purpose is the preservation of the former Immaculate Heart of Mary Church ("the Facility") as a National Historic Landmark which draws to Ford County and the surrounding area numerous visitors each year. In addition, the Heritage Group owns priceless artifacts depicting the heritage of Ford County and the surrounding area and serves as a unique tourist attraction for persons attending meetings and conventions in the Dodge City area, local and area residents as well as residents and students from throughout southwest Kansas and around the world. As such, the Heritage Group enhances the economic development of the City and of Ford County by attracting numerous visitors to the area and plays a significant role in the preservation of the western heritage of the area.

The parties acknowledge that the Heritage Group has over the past few years made substantial investment in the preservation of the historic Facility; however, an immediate need required the replacement of a heating boiler for the Facility.

The Heritage Group has requested a grant from the "Why Not Dodge" City-County sales tax funds (the "Sales tax") which when combined with the Heritage Group's existing funding capability will provide for the replacement of a heating boiler necessary to preserve and protect the historic artifacts located in the Facility. The parties recognize and agree that the purpose and intent of the Sales Tax is to stimulate, encourage and foster economic development in the City and the County

through projects and activities specifically designated to attract visitors, tourists and conventions to the area. Parties further acknowledge that the preservation of the facilities, programs and activities of the Heritage Group come within the purpose and intent of the Sales Tax as an organization eligible for funding from the "Organizational Funding Account" as established and defined by the Interlocal Agreement.

The CFAB has determined that at the present time funds from the Organization Funding Account in the amount of Twenty-two Thousand Dollars (\$22,000) could be granted to the Heritage Group without jeopardizing the responsibility of continued support for existing sales tax projects and the development of future sales tax projects. As a result, the CFAB has, pursuant to the procedures as set forth in the City-County Interlocal Agreement, recommended to the City and County Commissions a reimbursement grant from Organization Funding Account in the amount of Twenty-two Thousand Dollars (\$22,000) be provided to the Heritage Group for the cost of the boiler. The CFAB recommendation has been approved by the City and County Commissions and such funds are immediately available for distribution to the Heritage Group.

The Heritage Group is willing to accept such grant and in consideration of the same will commit said funds to the uses and the purposes outlined herein and agrees to comply with the following terms and conditions:

1. The Heritage Group will apply the grant funds as reimbursement of the boiler related expenses as setout in its' funding request submitted to CFAB and will provide an accurate accounting of the expenditure of all such grant funds to the chairperson of the CFAB who shall share such information with the City and County Commissions. In addition the Heritage Group will periodically update both the City and County Commissions concerning its financial condition and plans for long range funding.;

2. The Heritage Group will for calendar year 2009 make its corporate books and financial records available for review by an accountant or other representative as designated by the CFAB and will fully cooperate to provide information and records reflecting the expenditure and use of such grant funds;
3. The Heritage Group board agrees to fully participate in and cooperate with the CFAB and other local tourist attractions in implementing a detailed, long-range, comprehensive Master Tourism Plan for the Dodge City/Ford County area in an effort to maximize the benefits of the areas western heritage and the Heritage Group's role therein.

The parties agree that nothing contained in this memorandum, nor in the making of this grant, shall be deemed to exclude the Heritage Group from the award of additional Sales Tax funds at a future time if such funds are available.

The Heritage Group by its execution of this Memorandum of Understanding hereby accepts the grant of Sales Tax funds in the amount of Twenty-two Thousand Dollars (\$22,000) as authorized by the actions of the CFAB and the City and County Commissions, hereby agrees to abide by the terms and conditions as set forth herein.

This Memorandum of Understanding has been entered into and approved by the respective parties on the dates as set forth below.

Windthorst Heritage, Inc.

By: _____
Chairperson of the Board

ATTEST:

Secretary of the Board

Dated this _____ day of April, 2009.

COMMUNITY FACILITIES ADVISORY BOARD

By: _____
Lance Nichols, Acting Chairperson

Dated this _____ day of April, 2009.

CITY OF DODGE CITY

By: _____
Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

FORD COUNTY COMMISSION

By: _____
T. Kim Goodnight, Chairman

By: _____
John F. Swayze, Commissioner

By: _____
Terry C. Williams, Commissioner

Dated this _____ day of April, 2009.

Attest:

County Clerk

City of Dodge City

Memorandum

Date: April 15, 2009

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Services

RE: Proposed Annexation Ordinance

Attached for your review and approval by the City Commission is an ordinance annexing certain property located in the South Half of Section 3, Township 27 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas. This is a voluntary annexation of property owned by the City of Dodge City. This property is adjacent to the existing city boundary. No resolution, notice and public hearing are required as a prerequisite to the annexation of this land.

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

The preliminary plat will be reviewed by the Zoning Board on April 21st and a public hearing will be held to establish a zoning designation and review the final plat on May 19th. The final plat will then go before the City Commission on June 1st and zoning approval June 15th.

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

Ordinance No. 3469

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520.

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

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

A tract of land in the South Half of Section 3, Township 27 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas, described as follows: Beginning at the Northeast Corner of the South Half of said Section 3; thence S. 00°29'21" E. 2,287.76 feet along the East line of the South Half of said Section 3 to the North right-of-way line of Highway US 56; thence along said highway right-of-way line the following nine courses: Course 1: S. 89°30'39" W. 30.00 feet, Course 2: S. 10°16'39" W. 176.00 feet, Course 3: N. 88°39'21" W. 275.00 feet, Course 4: S. 88°56'39" W. 600.50 feet, Course 5: N. 88°31'03" W. 1722.38 feet, Course 6: N. 80°57'54" W. 481.52 feet, Course 7: S. 85°53'06" W. 807.10 feet, Course 8: on a curve to the left, with a radius of 23,018.31 feet, an arc distance of 1,305.68 feet, chord being S. 87°53'06" W. 1,305.50 feet, Course 9: N. 17°13'31" W. 151.60 feet to West right-of-way line of 109th Road; thence N. 00°02'43" W. 1,705.86 feet along the West right-of-way of 109th Road to the Southeasterly right-of-way line of McArtor Road; thence N. 62°04'56" E. 1,264.27 feet along the Southeasterly right-of-way of McArtor Road to the North line of the South Half of said Section 3; thence N. 89°59'46" E. 1,508.26 feet to the Center Corner of said Section 3; thence N. 89°48'22" E. 2,645.04 feet to the point of beginning, containing 285.29 acres.

SECTION 2: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A. 12-522.

SECTION 3: This ordinance shall take effect, from and following its publication in the official City paper, as provided for by law.

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

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk



LEGEND

- ANNEXATION
- CITY LIMITS
- ROADS
- RAILROAD

Lot #	Area (AC)	Area (SF)
41	9.94	432893
42	4.00	173604
43	4.02	174007
44	9.99	433208

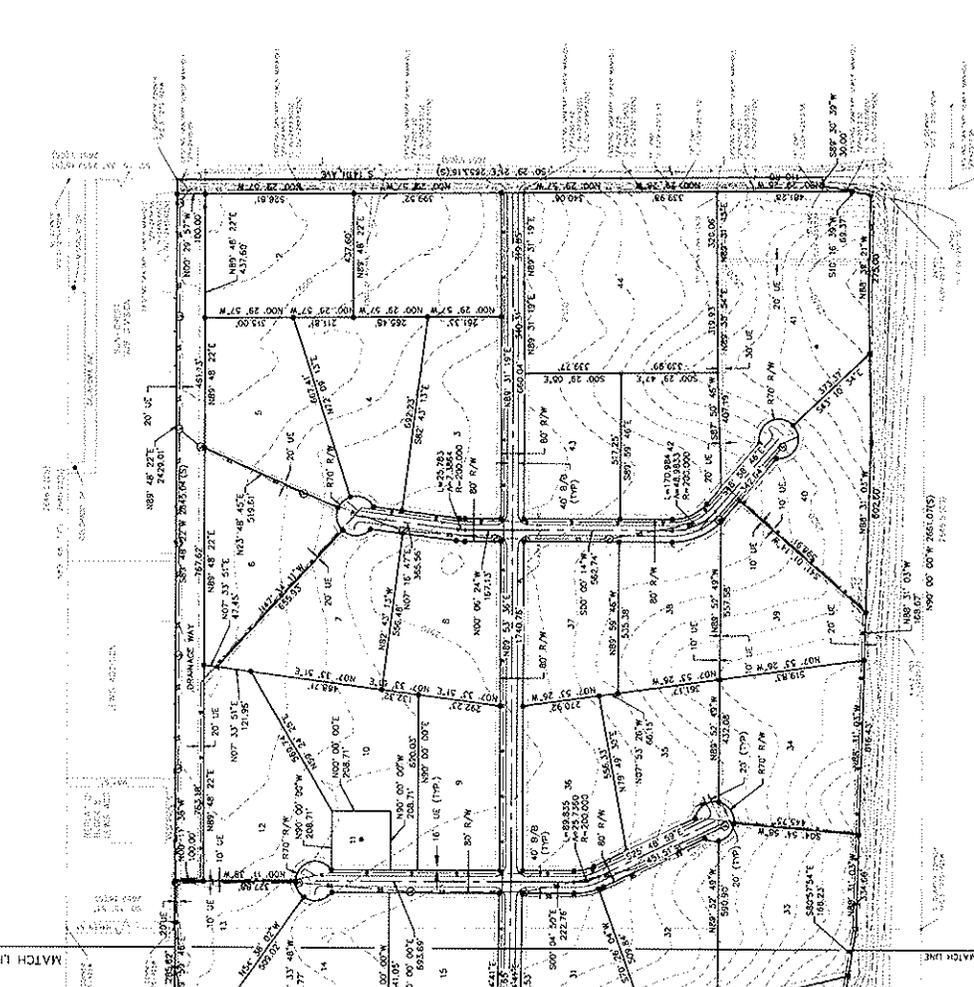
Lot #	Area (AC)	Area (SF)
31	4.42	192536
32	4.45	193995
33	6.44	280355
34	6.44	280486
35	4.35	189275
36	4.35	189294
37	4.29	188624
38	4.29	188700
39	5.00	217935
40	5.00	217850

Lot #	Area (AC)	Area (SF)
21	5.00	217850
22	5.00	217850
23	5.00	217850
24	6.13	268847
25	5.06	220202
26	10.91	475556
27	3.24	141251
28	4.44	193476
29	5.00	217900
30	23.48	1023098

Lot #	Area (AC)	Area (SF)
11	1.00	43560
12	6.00	261274
13	3.47	150314
14	5.00	217850
15	5.00	217769
16	5.00	217848
17	5.00	217800
18	5.00	217800
19	5.00	217800
20	4.89	213013

Lot #	Area (AC)	Area (SF)
1	5.28	230045
2	5.28	230450
3	5.00	217850
4	5.00	217850
5	5.35	232975
6	5.00	217800
7	5.00	217800
8	4.00	174359
9	5.00	217800
10	5.00	217800

- SECTION CORNER**
- 1/2" x 24" REBAR W/ 1566 CAP SET
 - CORNER OF ENGINEER'S MONUMENT
 - ROCK OF N.W. MARKER
 - MATCHED PLY BEARING
 - SURVEYED DISTANCE
 - COUNTY SURVEY DISTANCE, DATED 1889
 - PLATED DISTANCE
 - SEED DISTANCE
 - POWER POLE
 - POWER POLE W/ TRANSFORMER
 - POWER POLE W/ TRANSFORMER & UNDERGROUND LEADING
 - POWER POLE / LIGHT POLE
 - DEADMAN ANCHOR
- UTILITY EGRESS/ACCESS EASEMENT**
- PEDESTRIAN EASEMENT
 - OVERHEAD ELECTRIC LINE
 - UNDERGROUND ELECTRIC LINE
 - WATER LINE
 - SANITARY SEWER LINE
 - Gas LINE
 - FENCE
 - 100' CONTIGUOUS INTERNAL
 - 10' CONTIGUOUS INTERNAL
 - TREE
- WATER METER**
- FIRE HYDRANT
 - TELEPHONE PEDSTAL
 - SANITARY MANHOLE
 - WELL



Preliminary Plat
DODGE CITY BUSINESS PARK
 an Addition to the City of Dodge City,
 Ford County, Kansas

SLOAN MEIER HANCOCK
 ENGINEERS & ARCHITECTS
 1100 N. 10th St., Suite 1000, Dodge City, KS 67801
 Phone: 781-231-5115 Fax: 781-231-5116

APRIL 2009
 SHEET 2 OF 2

BENCHMARK: NGS BM F-187
 ELEV: 2502.60(±0.08)
 N: 13000.59 E: 06282.37



Memorandum

*To: Ken W. Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue, Finance Director

Date: April 17, 2009

*Subject: Ordinance and Resolution Finalizing
Sale of \$40,300,000 Revenue Bonds*

Previously, the City Commission authorized the sale of \$40,300,000 Revenue Bonds for construction of the Special Events Center. The sale of these bonds took place Thursday, April 16, 2009. The True Interest Cost for the bonds is 4.72%. At the time of the sale the Bond Purchase Agreement was signed by the Mayor and City Clerk.

Two documents need to be adopted at the meeting Monday night, April 20th, which will ratify the sale of the bonds and execution of the Bond Purchase Agreement.

Ordinance No. 3470: This Ordinance provides for the issuance of the bonds and provides for the collection of ½ percent City and ½ percent County sales tax for the purpose of paying the principal and interest of the bonds when it comes due. The ordinance repeats the purpose of the bonds which is the construction of the Special Events Center; states all legal requirements have been complied with; and authorizes the Mayor, City Clerk and other city officials to execute any documents that are necessary to carry out the sale of the bonds.

Resolution No. 2009-09: This Resolution prescribes the form and details of the bonds and directs the sale and delivery of \$40,300,000 principal amount of Revenue Bonds. It outlines all details including the principal amount that matures each June from 2010-2034, when and where payments are due; creation of funds in which to deposit the proceeds; what purpose the bonds can be spent and other notice and audit requirements.

I would recommend that the Ordinance and Resolution be passed to complete the bond transactions. If you have any questions or wish additional information, please do not hesitate to contact me.

Final Pricing for the City of Dodge City, Kansas Sales Tax Revenue Bonds \$40,300,000

Sources:	Bonds	Defeasance	Total
Bonds	\$40,300,000	\$0	\$40,300,000
Premium	71,721	0	71,721
Prior DSR	477,240	0	477,240
Cash	2,935,536	3,728,276	6,663,812
Total	\$43,784,221	\$3,728,276	\$47,512,497

Uses:	Bonds	Defeasance	Total
OID	\$0	\$0	\$0
Financing Costs	506,175	0	506,175
Interest Premium	538,534	0	538,534
DSR	3,412,500	0	3,412,500
Project Costs	39,325,000	0	39,325,000
Rounding	2,011	0	2,011
Sr 1998	0	3,728,276	3,728,276
Total	\$43,784,221	\$3,728,276	\$47,512,497

Bond Statistics	
Average Life	16.615 years
True Interest Cost	4.7266413 %
All In Costs	4.8719055 %
Max Annual Debt/Sr	\$ 3,412,500
Average Debt Service	\$ 2,872,183
Total Debt Sr	\$ 71,804,582
Cash Used	\$ 6,663,816
Project Financing	\$ 39,325,000

Numbers from April 6, 2008 City of Dodge City, Kansas Sales Tax Revenue Bond Worksheet (Sr 1998 Defeased with Cash)

Sources:	Bonds	Defeasance	Total
Bonds	\$40,000,000	\$0	\$40,000,000
Prior DSR	477,240	0	477,240
Cash	2,953,560	3,728,276	6,681,836
Total	\$43,412,500	\$3,728,276	\$47,140,776

Uses:	Bonds	Defeasance	Total
OID	\$652,087	\$0	\$652,087
Financing Costs	503,225	2,500	505,725
Interest Premium	336,663	0	336,663
DSR	3,412,500	0	3,412,500
Project Costs	38,305,425	0	38,305,425
Sr 1998	0	3,728,276	3,728,276
Total	\$43,412,500	\$3,728,276	\$47,140,776

Bond Statistics	
Average Life	16.661 years
True Interest Cost	4.9232115 %
All In Costs	5.0795810 %
Max Annual Debt/Sr	\$ 3,412,500
Average Debt Service	\$ 2,862,204
Total Debt Sr	\$ 71,555,104
Cash Used	\$ 6,683,536
Project Financing	\$ 38,305,425

Maturity	Coupon	Yield	Maturity Value	Price
06/01/2010	3.000%	1.200%	285,000.00	101.960%
06/01/2011	3.000%	1.350%	650,000.00	102.941%
06/01/2012	3.000%	1.780%	703,000.00	103.627%
06/01/2013	3.000%	2.170%	765,000.00	103.373%
06/01/2014	3.000%	2.30%	823,000.00	102.289%
06/01/2015	3.000%	2.70%	890,000.00	101.275%
06/01/2016	3.000%	3.010%	955,000.00	99.934%
06/01/2017	3.000%	3.210%	1,020,000.00	98.548%
06/01/2018	3.250%	3.440%	1,095,000.00	98.528%
06/01/2019	3.000%	3.970%	1,170,000.00	111.109%
06/01/2020	3.750%	3.900%	1,270,000.00	98.859%
06/01/2021	5.000%	4.00%	1,360,000.00	107.874%
06/01/2022	4.000%	4.130%	1,470,000.00	98.848%
06/01/2023	4.000%	4.350%	1,545,000.00	96.482%
06/01/2025	4.400%	4.550%	1,735,000.00	98.302%
06/01/2025	4.500%	4.750%	6,130,000.00	96.884%
06/01/2028	5.250%	4.820%	7,255,000.00	102.392%
06/01/2024	3.000%	5.040%	9,155,000.00	99.830%
Total	-	-	\$40,300,000.00	-

Maturity	Coupon	Yield	Maturity Value	Price
06/01/2010	3.000%	1.400%	270,000.00	101.691%
06/01/2011	3.000%	1.750%	635,000.00	102.588%
06/01/2012	3.000%	2.040%	690,000.00	102.841%
06/01/2013	3.000%	2.450%	750,000.00	102.116%
06/01/2014	3.000%	2.860%	810,000.00	100.655%
06/01/2015	3.000%	3.070%	870,000.00	99.613%
06/01/2016	3.500%	3.300%	935,000.00	101.204%
06/01/2017	3.500%	3.480%	1,010,000.00	100.029%
06/01/2018	3.750%	3.800%	1,085,000.00	102.529%
06/01/2019	4.000%	3.890%	1,165,000.00	100.590%
06/01/2020	4.000%	4.100%	1,250,000.00	99.114%
06/01/2021	4.000%	4.200%	1,345,000.00	98.583%
06/01/2022	4.250%	4.400%	1,440,000.00	98.937%
06/01/2023	4.375%	4.530%	1,545,000.00	98.397%
06/01/2024	4.500%	4.690%	1,655,000.00	97.904%
06/01/2025	4.625%	4.760%	1,775,000.00	98.482%
06/01/2026	4.750%	4.860%	1,900,000.00	98.370%
06/01/2027	4.750%	4.930%	2,035,000.00	97.626%
06/01/2028	5.000%	5.040%	2,180,000.00	99.509%
06/01/2029	5.000%	5.210%	2,335,000.00	97.158%
06/01/2030	5.000%	5.280%	2,500,000.00	97.089%
06/01/2031	5.000%	5.230%	2,670,000.00	97.004%
06/01/2032	5.000%	5.210%	2,855,000.00	96.934%
06/01/2033	5.000%	5.210%	3,045,000.00	96.807%
06/01/2034	5.000%	5.210%	3,250,000.00	96.853%
Total	-	-	\$40,000,000.00	-

**EXCERPT OF MINUTES OF A MEETING
OF THE GOVERNING BODY OF
THE CITY OF DODGE CITY, KANSAS
HELD ON APRIL 20, 2009**

The governing body met in regular session at the usual meeting place in the City, at 7:00 p.m., the following members being present and participating, to-wit:

Absent:

The Mayor declared that a quorum was present and called the meeting to order.

(Other Proceedings)

Thereupon, there was presented an Ordinance entitled:

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$40,300,000 PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2009, OF THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING CERTAIN PUBLIC FACILITIES AND PROJECTS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

Thereupon, Commissioner _____ moved that said Ordinance be passed. The motion was seconded by Commissioner _____. Said Ordinance was duly read and considered, and upon being put, the motion for the passage of said Ordinance was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared said Ordinance duly passed and the Ordinance was then duly numbered Ordinance No. 3470 and was signed by the Mayor and attested by the Clerk.

Thereupon, there was presented a Resolution entitled:

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF \$40,300,000 PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2009, OF

THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3470 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.

Thereupon, Commissioner _____ moved that said Resolution be adopted. The motion was seconded by Commissioner _____. Said Resolution was duly read and considered, and upon being put, the motion for the adoption of said Resolution was carried by the vote of the governing body, the vote being as follows:

Aye: _____.

Nay: _____.

Thereupon, the Mayor declared said Resolution duly adopted and the Resolution was then duly numbered Resolution No. 2009-09 and was signed by the Mayor and attested by the Clerk.

(Other Proceedings)

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On motion duly made, seconded and carried, the meeting thereupon adjourned.

CERTIFICATE

I hereby certify that the foregoing Excerpt of Minutes is a true and correct excerpt of the proceedings of the governing body of the City of Dodge City, Kansas held on the date stated therein, and that the official minutes of such proceedings are on file in my office.

[SEAL]

Nannette Pogue, City Clerk

ORDINANCE NO. 3470

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

APRIL 20, 2009

\$40,300,000

SALES TAX REVENUE BONDS

SERIES 2009

ORDINANCE NO. 3470

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF \$40,300,000 PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2009, OF THE CITY OF DODGE CITY, KANSAS, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY A PORTION OF THE COSTS OF CONSTRUCTING AND EQUIPPING CERTAIN PUBLIC FACILITIES AND PROJECTS; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, the City of Dodge City, Kansas (the "Issuer" or 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 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 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 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 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 Project Committee has recommended that the City issue sales tax revenue bonds in an amount of not to exceed \$40,300,000 in order to finance a portion of the costs of the Projects not previously financed by the Series 1998A and 1998B Bonds, and associated financing costs and reserves; and

WHEREAS, the City has not heretofore issued and does not have outstanding any bonds or other obligations payable from the revenues derived by the Issuer from the Sales Tax other than the Series 1998A Bonds; and

WHEREAS, prior to the issuance of the Series 2009 Bonds (as hereinafter defined) to finance additional costs of the Project, provision shall be made for redemption and payment of the outstanding Series 1998A Bonds; and

WHEREAS, the City hereby finds and determines that it is necessary to authorize the issuance of the Series 2009 Bonds in the principal amount of \$40,300,000 for the purpose of paying additional costs of the Projects and related financing costs and reserves.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to the Bond Resolution.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Bond Resolution" means the resolution to be adopted by the governing body of the City prescribing the terms and details of the Series 2009 Bonds and making covenants with respect thereto.

"Bonds" means the Series 2009 Bonds and any Additional Bonds.

"City" means the City of Dodge City, Kansas.

"City Sales Tax" means the one-half percent (0.5%) retailers' sales tax collected within the boundaries of the City, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-16 of the City.

"Clerk" means the duly appointed and acting Clerk of the Issuer or, in the Clerk's absence, the duly appointed Deputy Clerk or Acting Clerk.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations proposed or promulgated thereunder of the United States Department of the Treasury.

"Cooperation Agreement" means the Dodge City-Ford County Interlocal Cooperation Agreement, dated as of July 21, 1997.

"County" means Ford County, Kansas.

"County Sales Tax" means the one-half percent (0.5%) retailers' sales tax collected within the boundaries of the County, authorized under the Act by the special election held on June 10, 1997, and implemented by Resolution No. 97-28 of the County.

"Debt Service Reserve Account" means the Debt Service Reserve Account for Parity Bonds created by the Bond Resolution.

"Fiscal Year" means the twelve month period ending on December 31.

"Mayor" means the duly elected and acting Mayor or, in the Mayor's absence, the duly appointed and/or elected Vice Mayor or Acting Mayor of the City.

"1991 Sales Tax" means the one-quarter percent (1/4%) retailers' sales tax imposed within the boundaries of the County, which was authorized by an election held on April 2, 1991.

"1994 Sales Tax" means the one-quarter percent (1/4%) retailers' sales tax imposed within the boundaries of the City, which was authorized by an election held on August 24, 1993.

"Net Revenues" means, for the period of determination, all Revenues less all Expenses.

"Ordinance" means this Ordinance authorizing the issuance of the Bonds.

"Parity Bonds" means the Series 2009 Bonds, and any Additional Bonds hereafter issued pursuant to the Bond Resolution and standing on a parity and equality with the Series 2009 Bonds with respect to the lien thereof on the Revenues.

"Parity Obligations" means any Additional Obligations hereafter issued or incurred pursuant to the Bond Resolution and standing on a parity and equality with the Series 2009 Bonds with respect to the lien on the Revenues.

"Parity Resolution" means the Bond Resolution and the ordinances and/or resolutions under which any Additional Bonds which constitute Parity Bonds are hereafter issued.

"Project(s)" shall mean 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, as referred to in the preamble to this Ordinance.

"Project Committee" means the Project Review and Advisory Committee established by the Cooperation Agreement.

"Revenues" means all revenues received by the City pursuant to the Cooperation Agreement from the implementation and collection of the Sales Tax.

"Sales Tax" means jointly, the City Sales Tax and the County Sales Tax.

"Series 1998A Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 1998A, dated June 1, 1998.

"Series 2009 Bonds" means the Issuer's Sales Tax Revenue Bonds, Series 2009, authorized and issued pursuant to this Ordinance.

"State" means the State of Kansas.

Section 2. Authorization of the Series 2009 Bonds. There shall be issued and are hereby authorized and directed to be issued the Sales Tax Revenue Bonds, Series 2009, of the City in the aggregate principal amount of \$40,300,000 for the purpose of providing funds to: (a) pay a portion of the costs of the Projects; (b) pay costs of issuance of the Series 2009 Bonds; and (c) make a deposit to the Debt Service Reserve Account.

Section 3. Security for the Bonds. The Bonds shall be special obligations of the City payable solely from, and secured as to the payment of principal and interest by a pledge of, the Revenues, and the City hereby pledges said Revenues to the payment of the principal of and interest on the Bonds. The general taxing power of the City is not pledged to the payment of the Bonds either as to principal or interest. The Bonds shall not be or constitute a general obligation of the State, the County or the City nor shall they constitute an indebtedness of the State or the City within the meaning of any constitutional, statutory or charter provision, limitation or restriction.

The covenants and agreements of the City contained herein and in the Series 2009 Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Series 2009 Bonds, all of which Series 2009 Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Series 2009 Bonds, or otherwise, except as to rate of interest, date of maturity and right of prior redemption as provided in this Ordinance. The Series 2009 Bonds shall stand on a parity and be equally and ratably secured with respect to the payment of principal and interest from the Revenues with any Parity Bonds or Parity Obligations. The Series 2009 Bonds shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Parity Bonds or Parity Obligations; and the Parity Bonds and Parity Obligations shall not have any priority with respect to the payment of principal or interest from said Revenues or otherwise over the Series 2009 Bonds.

Section 4. Terms, Details and Conditions of the Series 2009 Bonds. The Series 2009 Bonds shall be dated and bear interest, shall mature and be payable at such times, shall be in such forms, shall be subject to redemption and payment prior to the maturity thereof, and shall be issued and delivered in the manner prescribed and subject to the provisions, covenants and agreements set forth in the Bond Resolution.

Section 5. Tax Covenants. The City covenants and agrees that (a) it will comply with all applicable provisions of the Code, including Code § 103 and 141 through 150, necessary to maintain the exclusion from federal gross income of the interest on the Series 2009 Bonds; and (b) it will not use or permit the use of any proceeds of Series 2009 Bonds or any other funds of the City, nor take or permit any other action, or fail to take any action, which would adversely affect the exclusion from federal gross income of the interest on the Series 2009 Bonds. The City will also adopt such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with other applicable future law, in order to ensure that the interest on the Series 2009 Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the City.

Section 6. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 7. Governing Law. This Ordinance and the Series 2009 Bonds shall be governed exclusively by and construed in accordance with the applicable laws of the State.

Section 8. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

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PASSED by the governing body of the City on April 20, 2009 and signed by the Mayor.

(SEAL)

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

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CERTIFICATE

I hereby certify that the foregoing is a true and correct copy of the original ordinance; that said Ordinance was passed on April 20, 2009; that the record of the final vote on its passage is found on page ____ of journal ____; and that it was published in *The Dodge City Daily Globe* on April __, 2009.

DATED: _____.

Nannette Pogue, City Clerk

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RESOLUTION NO. 2009-09

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

APRIL 20, 2009

\$40,300,000
SALES TAX REVENUE BONDS
SERIES 2009

RESOLUTION NO. 2009-09

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF \$40,300,000 PRINCIPAL AMOUNT OF SALES TAX REVENUE BONDS, SERIES 2009, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. 3470 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.

WHEREAS, the Issuer has heretofore adopted the Ordinance authorizing the issuance of the Series 2009 Bonds; and

WHEREAS, the Ordinance authorized the governing body of the Issuer to adopt a resolution prescribing certain details and conditions and to make certain covenants with respect to the issuance of the Series 2009 Bonds.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Bond Resolution shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

"Act" means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 *et seq.* and K.S.A. 12-187 *et seq.*, all as amended and supplemented from time to time.

"Additional Bonds" means any bonds secured by the Revenues hereafter issued pursuant to *Article IX* hereof.

"Additional Obligations" means any leases or other obligations of the Issuer payable from the Revenues, other than the Bonds.

"Assured Guaranty" means Assured Guaranty Corp., a Maryland corporation, or any successor thereto.

City of Dodge City

Memorandum

Date: April 15, 2009

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Services

RE: Proposed Annexation Ordinance

Attached for your review and approval by the City Commission is an ordinance annexing certain property located in the West Half of Section 11, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas. The new wastewater reclamation plant will be located in the northeast corner of this property. The balance of the property will be reserved for future development. This is a voluntary annexation of property owned by the City of Dodge City. This property is adjacent to the existing city boundary. No resolution, notice and public hearing are required as a prerequisite to the annexation of this land.

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

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

Ordinance No. 3471

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520.

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

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

The West Half of Section 11, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas.

SECTION 2: This property is currently zoned A, "Agricultural" and will remain that zoning designation until the Dodge City Zoning Board holds a public hearing and makes recommendations for a new zoning designation.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A. 12-522.

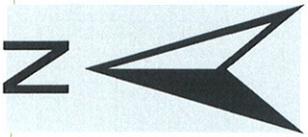
SECTION 4: This ordinance shall take effect, from and following its publication in the official City paper, as provided for by law.

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

E. Kent Smoll, Mayor

ATTEST:

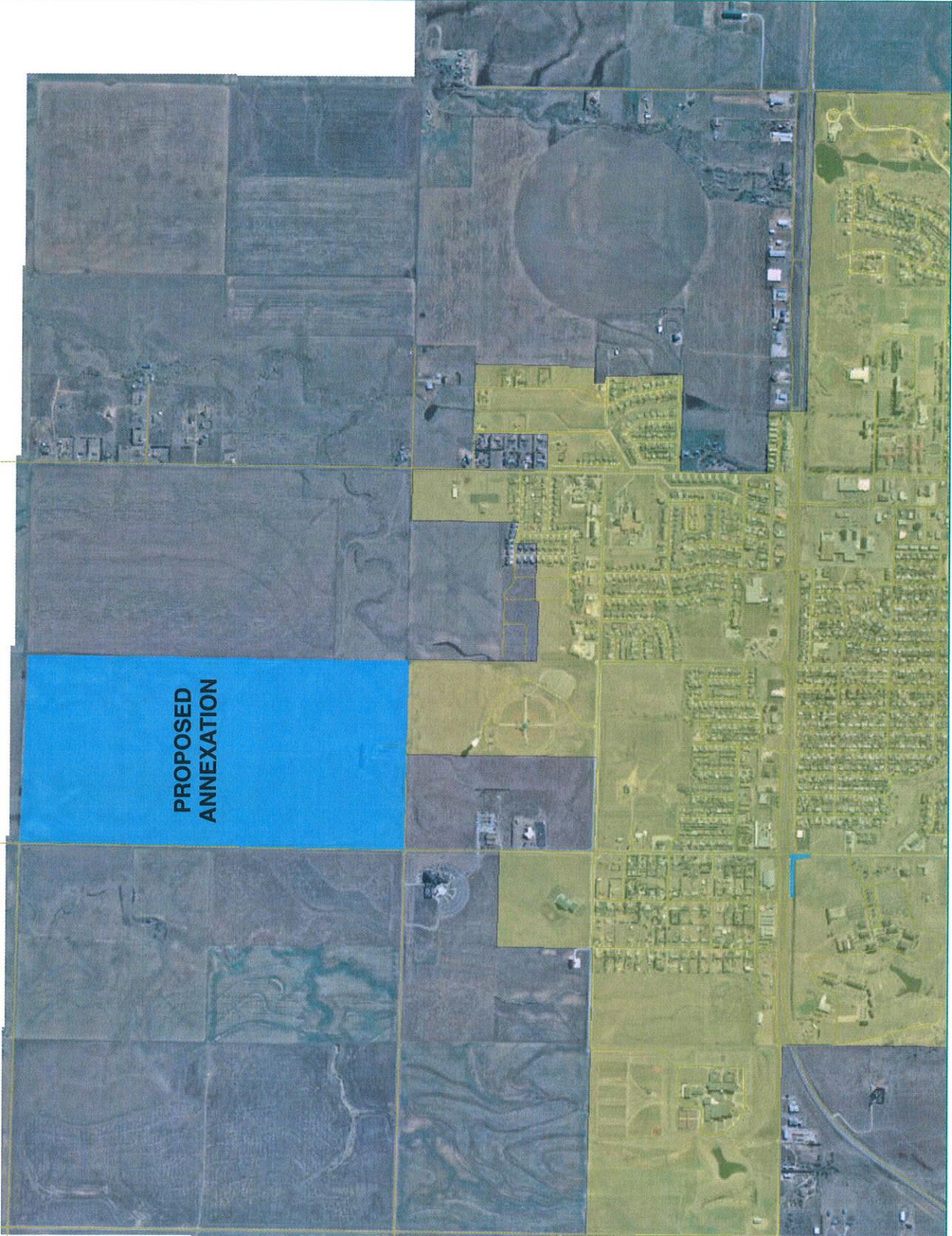
Nannette Pogue, City Clerk



**PROPOSED
ANNEXATION**

LEGEND

-  ANNEXATION
-  CITY LIMITS
-  ROADS
-  RAILROAD





City of Dodge City

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

Memorandum

To: City Commissioners
Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: April 16, 2009
Subject: 2009 Fireworks Show

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

Staff requests Commission approval to enter into contract with Wald's All American Display Fireworks for the July 4th fireworks show. The contract for 2009 is a one year deal for the July 4 display.

Wald's has provided all of the fireworks shows for the Old Dodge City event since we first started in 1998 with this being the 12th year. They have provided well designed shows, choreographed with music that has developed Dodge City's reputation as the premier show in the region.

The contract for this event is again \$25,000 of which the City funds \$5,000 from the Non-Departmental budget. The remainder is raised from other public/private sponsors and donations. A volunteer committee of community members organizes the event and coordinates fund raising. That group is now working to contact past sponsors to raise the additional funds necessary for the event.

The Dodge City show is the largest display in western Kansas and local response is overwhelmingly positive. This show draws people into the community from all around the area and several thousand people line the streets and parking areas around north Dodge to view the fireworks.

The format for the event this year will revert back to the original with all activities conducted at Memorial Stadium. The event will kick off with the Cowboy Band playing beginning at 7:30 p.m. followed by a variety show featuring local talent beginning at 8:30 and then fireworks will go off at 10 p.m.

Wald's has provided excellent service and provided quality displays for the event. Staff recommends the contract be approved and that staff be authorized to execute the contract. I will be happy to answer any questions or provide additional information if needed.



Wald & Co., Inc. Commercial Fireworks All American Display Fireworks

P.O. Box 319, Greenwood, Missouri 64034

Phone: 816-537-7400

Fax: 816-537-7270

E-Mail: sales@waldfireworks.com

www.waldfireworks.com

Over 82 Years of Quality

09qwka-1.4cw

FIREWORKS DISPLAY PROPOSAL FOR

City of Dodge City, Kansas

DISPLAY DATE: July 4, 2009

PROPOSAL DATE: March 16, 2009

BOOKING DEADLINE

BUDGET: \$25,000.00

MAIN AERIAL

18 SHELLS FROM THE FOLLOWING LISTING
3" TITANIUM SALUTE W/ SILVER TAIL

200 SHELLS FROM THE FOLLOWING LISTING
3" ASSORTED COLORS TO CRACKLING SHELLS
3" ASSORTED PALM TREE SHELLS W/ TAILS
3" ASSORTED BROCADE SHELLS
3" ASSORTED COLOR PEONY SHELLS
3" ASSORTED COLOR CHANGE PEONIES W/ TAILS
3" ASSORTED COLOR CHRYSANTHEMUMS
3" ASSORTED COLOR SPECIALTY SHELLS
3" ASSORTED WILLOW SHELLS
3" RED GAMBOGE TO ASST COLOR CHRYSANTHEMUMS W/ TAILS
3" GOLDEN WAVE CHRYSANTHEMUMS TO ASST COLORS W/ TAILS
3" ASSORTED COLOR HALF & HALF CHRYSANTHEMUMS
3" ASSORTED COLOR CHRYSANTHEMUMS W/ CRACKLING

216 SHELLS FROM THE FOLLOWING LISTING
4" ASSORTED SPECIAL EFFECT SHELLS
4" ASSORTED BROCADE & KAMURO SHELLS
4" ASSORTED PALM TREE SHELLS
4" ASSORTED COLOR CHANGE SHELLS W/ TAILS
4" ASSORTED COLOR CHRYSANTHEMUMS
4" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
4" ASSORTED SPECIAL EFFECT PEONY SHELLS
4" SPECIAL ASSORTED COLOR IMPORT SHELLS

198 SHELLS FROM THE FOLLOWING LISTING
5" ASSORTED SPECIAL EFFECTS SHELLS
5" ASSORTED FANCY SPECIAL EFFECTS SHELLS
5" ASSORTED COLOR CHRYSANTHEMUMS
5" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
5" ASSORTED SPECIAL EFFECT PEONY SHELLS
5" ASSORTED PATTERN SHELLS
5" ASSORTED PALM TREES AND COCONUTS
5" ASSORTED DIADEMS, KAMUROS, AND BROCADES

FIREWORKS DISPLAY PROPOSAL FOR

09qwk-1.4cw

City of Dodge City, Kansas

DISPLAY DATE: July 4, 2009

PROPOSAL DATE: March 16, 2009

MAIN AERIAL

189 SHELLS FROM THE FOLLOWING LISTING

- 6" ASSORTED SPECIAL EFFECTS SHELLS
- 6" ASSORTED FANCY SPECIAL EFFECTS SHELLS
- 6" ASSORTED COLOR CHRYSANTHEMUMS
- 6" ASSORTED COLOR CHRYSANTHEMUMS W/ TAILS
- 6" ASSORTED SPECIAL EFFECTS CHRYSANTHEMUMS
- 6" ASSORTED SPECIAL EFFECT PEONY SHELLS
- 6" ASSORTED PATTERN SHELLS
- 6" ASSORTED DIADEMS, KAMUROS, AND BROCADES
- 6" ASSORTED EFFECT SHELL OF SHELLS
- 6" SPECIAL ASSORTED COLOR IMPORT SHELLS
- 6" FANCY ASSORTED COLOR IMPORT SHELLS

15 SHELLS FROM THE FOLLOWING LISTING

- 8" ASSORTED SPECIAL EFFECT SHELLS
- 8" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
- 8" ASSORTED SPECIAL EFFECT PEONY SHELLS
- 8" ASSORTED FANCY SPECIAL EFFECT SHELLS
- 8" ASSORTED DIADEMS, KAMUROS, AND BROCADES
- 8" ASSORTED EFFECT SHELL OF SHELLS
- 8" SPECIAL ASSORTED COLOR IMPORT SHELLS

6 SHELLS FROM THE FOLLOWING LISTING

- 10" ASSORTED FANCY SPECIAL EFFECT SHELLS
- 10" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
- 10" ASSORTED KAMURO & WILLOW SHELLS
- 10" ASSORTED EFFECT SHELL OF SHELLS

GRAND FINALE

- 5 only 3" 12-SHOT MODUAL FINALE CHAINS (#1,2,3,4)
- 5 only 3" 12 SHOT TI SALUTES & ASST COLOR EFFECTS
- 5 only 3" 12 SHOT TI SALUTES & ASST RED & BLUE FINALE W/ TAILS
- 5 only 4" 5-SHOT RED, WHITE & BLUE
- 2 only 4" 5-SHOT ASST COLOR CHRYSANTHEMUM FINALE W/ TAILS
- 4 only 5" 5-SHOT ASST COLOR CHRYSANTHEMUM FINALE W/ TAILS
- 10 only 5" 5-SHOT BROCADE CROWN & GOLD PALM TREE FINALE

2.5" BOX FINALES

- 12 only 2.5" 36-SHOT ASSORTED EFFECTS FINALE

3" BOX FINALES

- 6 only 3" 25-SHOT ASSORTED EFFECTS FINALE

4" BOX FINALES

- 2 only 4" 9-SHOT ASST. COLOR FINALE W/ TAILS

FIREWORKS DISPLAY PROPOSAL FOR

09qwkz-1.4cw

City of Dodge City, Kansas

DISPLAY DATE: July 4, 2009

PROPOSAL DATE: March 16, 2009

SUMMARY

MAIN AERIAL

FINALE

3" Shells	218	2.5" Shells	432
4" Shells	216	3" Shells	330
5" Shells	198	4" Shells	53
6" Shells	189	5" Shells	70
8" Shells	15	Total Shells	885
10" Shells	6		
Total Shells	842		

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTER'S FEE, ALL APPLICABLE PERMIT FEES, WORKERS COMP AND \$5,000,000.00 LIABILITY INSURANCE.....\$25,000.00

Note: This program is proposed as a Fireworks Display fired while music is being played, it is not choreographed to the music.

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY _____
PRINTED NAME

ACCEPTED BY _____ DATE _____
SIGNATURE

Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: April 17, 2009
Subject: United States Army Purchase Agreement

On November 25, 2008, the Commission entered into an agreement with the United States Army granting the Army an option to purchase approximately 10 acres of land owned by the City and located in the northwest corner of the intersection of south 14th Ave and Hwy 56, known as the Rost property. The Army has exercised the option and is ready to pay the purchase price and close the transaction. The closing date will be April 30, 2009. At the time of the closing the Mayor and City Clerk will need to sign the closing documents. The adoption of the following motion would authorize them to proceed with the closing and complete the transaction.

If you have any questions, please give me a call.

Proposed Motion:

I move that the Commission authorize the Mayor and City Clerk, on behalf of the City of Dodge City, Kansas, to proceed with the closing of the sale of property which is the subject of the Option to Purchase Real Property agreement approved by the Commission on or about November 25, 2008 and to convey to the United States of America said property in accordance with the term and conditions of said Option, and to execute any and all documents and take any other actions necessary to complete said closing and sale.

Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: April 17, 2009
Subject: Ford County Jail Water Service and Ford County Lease for Property for Water Well

Enclosed for your review and approval is a Lease Agreement whereby the County is granting a 99 year lease to the City for placement of a municipal water well at the site of the new jail. In return for the Lease for the well site, the City is agreeing to provide access to City water service for the new jail. For the first year of the water service agreement the charge for water used at the jail will be discounted by 35%.

Thereafter, the City's normal commercial water rate will be charged unless a different agreement is reached in the meantime.

Staff recommends approval of both the Lease Agreement and Water Service Agreement.

CONTRACT FOR WATER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as "City" and County of Ford County, KS, hereinafter referred to as "Owner", said County being the record Owner of property, located in Ford County, Kansas: (see attached aerial photo) hereinafter referred to as "the Premises".

WHEREAS, at the present time the Premises are located outside the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owner may agree that the City will provide access to City water services for the Premises, even though the Premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon such terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owner desires to have City water service provided to the Premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will either allow Owner access to the City water system at its present location at a point selected by the City, or, that it will install, construct and maintain an extension of the City's present public water system to a point selected by the City and allow the Owner to access such City water extension, all under the terms and conditions as set forth herein.

The Owner does hereby agree to accept City water service from a connection at such point as selected by the City and further agrees to be responsible for and to pay all costs associated with the system extension and the accessing or tapping of the City's water system at such point or location. Should the City elect not to extend the water main line to said Premises at this time, the Owner understands and agrees that Owner will be responsible to pay for any future costs associated with any future extension.

The Owner understands and agrees that the size of the City water lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owner and Owner accepts such service with the knowledge and understanding that the City's ability to provide City water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such water services.

In addition, the Owner hereby agrees that it shall not permit or allow, without City's prior approval, any other entity or persons to utilize the City water service as established by this agreement by attaching to such water lines which the Owner may

Contract for Water Service

Page 2

install for service to Owner's Premises; provided however, should the City grant such approval, then any tapping fee charged by the City shall be paid to the Owners.

Owner and City agree that for the period of one (1) year from the date that water service is first provided to the Premises by the City under the provisions of this contract the commercial water rate charged to Owner by the City shall be reduced by 35%. At the end of the above one year period, Owner shall be charged the regular commercial water rate in effect at the time and as amended from time to time, unless the parties agree otherwise. Any agreement to the contrary shall be in writing and approved by the parties' governing bodies.

Owner further agrees that it will not assign any right, privilege or obligation which shall accrue to it by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described Premises, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

In the event Owner should fail to perform any actions or obligations incumbent upon it by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate water services to the Premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owner understands and agrees that if the present City water system is to be extended that all costs associated with such extension of said City water system to provide such water service to the Premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners. All tapping fees, meter, main and service line installation costs shall be due and payable once installation is complete and prior to water service being turned on.

Owner further agrees that the Owner shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owner's water service line from the point of connection to the City water system and that Owner shall construct and maintain said service line in accordance with City ordinances, standards and any and all state or federal regulations applicable to such service.

Owner shall be responsible for all cost associated with extending the City water service to the Premises. All Owner service lines shall be approved by the City prior to construction. The Owner shall also construct at its cost, all necessary fire lines and internal lines necessary to provide proper looping of lines. In addition, the Owner shall, at no cost to the City, grant a permanent easement to the City for the location of City water well and all required equipment and lines on the Premises.

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described Premises.

Contract for Water Service

Page 3

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of April, A.D. 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **E. Kent Smoll**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Contract for Water Service

Page 4

Owner: County of Ford County, KS

T. Kim Goodnight, Commissioner

John Swayze, Commissioner

Terry Williams, Commissioner

ATTEST:

County Clerk

DATED this _____ day of April, 2009.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of April, A.D. 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came T. Kim Goodnight, John Swayze and Terry Williams who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

LEASE AND EASEMENT AGREEMENT

THIS LEASE AND EASEMENT AGREEMENT (the "Lease") is made and entered into by and between Ford County, Kansas, acting through its Board of Commissioners (the "Lessor") and the City of Dodge City, Ford County, Kansas, a municipal corporation (the "Lessee"), for the use by said Lessee of the real property described in Exhibit A attached hereto (the "Leased Property") as a site for the drilling, construction, maintenance, repair, replacement, and operation of a water well, well house, pump, distribution pipe lines and utility poles and lines as required to provide water for Lessee's municipal water needs.

This Lease shall be for a term of ninety-nine (99) years from the date hereof unless the Lessee shall abandon the leased premises prior to that time, in which case the Lessee shall record with the Register of Deeds a release and termination of the Lease. Upon expiration or termination the Lessee shall be responsible to properly cap the well and remove all well equipment at Lessee's cost upon the request of the Lessor.

Lessor is in the process of constructing a jail and detention center on a tract of property of which the Leased Property is a part, such tract being described on Exhibit B attached hereto (the "Premises"), and desires City water service for said Premises.

Lessor shall receive, as the sole consideration for this Lease, the right to access the City's water system and to receive City water service at the Premises pursuant to the terms and conditions of a certain contract for water services, a copy of which is attached hereto, marked Exhibit C and made a part hereto by this reference.

The parties agree Lessee shall construct and maintain at its cost and future expense an improvement ("well house") to enclose the above ground equipment associated with the water well. The design of the well house shall be mutually agreed to by the parties.

Lessor agrees that Lessee shall have reasonable access at all reasonable times to the Leased Property for the purpose of construction, maintenance, repair, replacement, and operation of a water well to be placed upon the Leased Property and that agents, servants, or employees of the Lessee shall have full authority to utilize the rights herein granted.

The parties agree that the proposed location of the water well upon the Leased Property has been determined by the results of test well drilling which reflect that water in suitable quantities appears to be available, however approval of certain regulatory agencies must be received prior to operation of said well. Lessee will use its best efforts to secure all necessary permits and authorities within a time frame which allows for placing the new well in operational status by the time the Lessor's facilities are ready to receive water, however Lessee shall not be financially responsible for any delay in securing such permits or authority.

In addition to the placement of the City well as described above, the Lessor agrees to grant and convey to Lessee, at no additional consideration, all easements and rights-of-way upon the Premises necessary for the proper operation of the water well, including but not limited to an

easement or easements for the placement of the main extending from the water well across the Premises to the point of exit from said Premises as well as any of Lessor's other property, roads or rights-of-way to be crossed by said main in order to connect to the existing City water distribution system. The main and any other pipelines located on the Premises necessary for the proper operation of the well will be buried at a depth of at least three (3) feet.

In addition, both Lessor and Lessee agree and warrant that during the term of this Lease neither will place nor allow the existence of any pollution source on the Leased Property or on any property which is within 100 feet of the location of the well.

IN WITNESS OF THEIR AGREEMENT, the parties have caused the signatures of the necessary public officers to be affixed as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
Ford County, Kansas

T. Kim Goodnight, Chairman

John Swayze, Commissioner

Terry Williams, Commissioner

ATTEST:

County Clerk

Dated this _____ day of April, 2009.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of April, A.D. 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came T. Kim Goodnight, John Swayze and Terry Williams who are personally known to me to be the same person(s) who

executed the within instrument of writing and such person(s) duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of April, 2009.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of April, A.D. 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, _____, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: April 16, 2009
Subject: Schwerdt Design Group

Attached for your review and approval is an agreement between the City and Schwerdt Design Group providing for plan review and code compliance inspection services for the Boot Hill Casino & Resort facility. In order to expedite the City's inspection and code compliance procedures, BHC Development (the development group which is constructing the Casino for Butler National) has offered to reimburse the City for all fees and expenses incurred by contracting with Schwerdt Design Group for providing such services for the City.

City staff will continue to play an active role in the plan/code review process, but will utilize the professional services of Schwerdt Design Group for the in depth plan and code review necessary to issue building permits for the various bid packages involved in the construction.

Also, attached is a letter from BHC Development confirming their responsibility for the payment of all fees and expenses incurred by the City as well as their agreement to hold the City harmless from any liability arising out of the professional services provided by Schwerdt Design Group.

If you have any questions, please give me a call. Staff is recommending the approval of this agreement.

BHC DEVELOPMENT, L.C.

March 2, 2009

Ken Strobel
City Manager
City of Dodge City
P.O. Box 880
806 N. Second Ave.
Dodge City, Kansas 67801

Re: Outside Consultant – Code Review

Dear Ken:

Thank you for approving the utilization of Schwerdt Design Group, Inc. (“SDG”) to complete the code and compliance review on behalf of the City of Dodge City (“City”) on plans submitted by BHC Development, L.C. (“BHC”) for construction of a casino and related facilities on certain property lying generally between Highway 50 and 108 Road in Dodge City, Kansas. BHC understands and agrees that SDG will be an independent contractor of the City and will be acting at the sole direction of the City. BHC agrees to reimburse the City for all fees and expenses incurred as a result of the engagement of SDG to perform these services. BHC understands and agrees that the City reserves the right to perform additional reviews and/or solicit additional comments on the plans.

In addition, BHC agrees to indemnify and hold the City harmless for any actual losses and expenses incurred by the City (including deductibles on insurance policies) arising out of SDG’s failure to identify violations of code or compliance requirements of the City to the extent not covered by insurance (either City’s carrier or other parties) or other non-City resources.

The undersigned, on behalf of BHC, represents that appropriate corporate action has been taken to authorize this agreement to indemnify.

We certainly appreciate the City’s cooperation.

Sincerely,


Jeffrey L. Ungerer
Manager

JLU:js



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.)

Service to be provided:

Boot Hill Casino and Resort Post Design
Plan and Code Review for:

Method and means of compensation

Stipulated Sum as described in Article 8

Bid Package 2 – Structural Steel, Foundations,
Underslab MEP, Equipment (RTUs and Generator)
(excluding load bearing capacity)

Bid Package 4 – Shell

Bid Package 6 - Interiors

§ 1.1 The Architect shall provide post-design plan and code review to determine 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 Architect will coordinate and consolidate all comments and findings. Plan and code review team will be lead by Mike Stormer and Craig Thornburg each of Schwerdt Design Group, Inc. Craig Thornburg is an ICBO Certified Plan Examiner (1990-Present).

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User Notes:

(817815236)

§ 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 Project.

§ 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 shall provide full information~~ City shall provide all information available to it regarding requirements for the Project. The ~~Owner shall furnish required~~ City shall furnish said 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 and coordination with Architect's services. 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 or City 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~~

Init.

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 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 and satisfied 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. Waivers do not limit or prevent collection of property insurance by any party for actual cost. The City or the Architect, as appropriate, shall request 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 The Architect and City 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 each other which may arise out of or in connection with this project or the performance of the services under this Agreement, except for third party claims or actions made or brought against the City based on the performance of services by the Architect.

~~§ 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 Negotiation of Disputes by Parties

It is intended by the parties to resolve all disputes by reasonable businesslike negotiations, without resort to litigation or arbitration.

§ 4.2.2 Continuance of Services During Negotiation of Dispute

If a dispute should arise regarding the obligations of City or Architect in connection with the Project, the parties will attempt to resolve the dispute in accordance with this Article. However, unless City requires otherwise, and regardless of the size or nature of the dispute, Architect shall not cease or delay performance of its obligations under this Agreement during the existence of the dispute provided City is not disputing payment for future services. Likewise, Architect shall be entitled to payment for the portion of the Services, if any, which is undisputed during the existence of the dispute.

§ 4.2.3 Special Meeting for Dispute Resolution

In the event of a dispute between City and Architect, either may call a special meeting for the resolution of the dispute. The meeting shall be held at the Project within ten (10) business days of a written request for the meeting that specifies the nature of the dispute to be resolved. The meeting shall be attended by representatives of City and Architect and who shall attempt in good faith to resolve the dispute.

§ 4.2.4 Mediation of Dispute

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If the dispute has not been resolved within five (5) business days following the special meeting, the parties agree to endeavor to settle the dispute by mediation before having recourse to a judicial forum. A mediator or mediators acceptable to both parties shall be given any written statement(s) of the parties and may review the Project and other documents. The mediator shall call a special meeting of City and Architect within ten (10) business days of his selection that shall be attended by representatives of City and Architect with authority sufficient to settle the dispute. The cost of the mediation shall be borne equally by City and Architect. No minutes shall be kept and the comments or findings of the mediator shall be non-binding, non-evidentiary in the nature of settlement discussions and without prejudice to the rights of any party. The entire mediation process must be completed in no more than twenty (20) business days after the special meeting referred to in Subparagraph 4.2.3, unless City and Architect extend the mediation period. Upon resolution of any such dispute, the parties, if necessary shall enter into an appropriate memorandum evidencing such resolution. Mediation shall proceed in advance of legal proceedings, which, if filed prior to a request for mediation, shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. Equitable proceedings shall not be stayed pending mediation.

~~§ 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.~~

~~§ 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,~~

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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 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.

§ 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. Termination Expenses shall be due Architect upon any termination of this Agreement, other than termination for cause by the City.

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. This agreement shall be governed by the laws of the State of Kansas; and venue for any action concerning this agreement shall be in the State District Court of Ford County, Kansas.

§ 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 in accordance with applicable Kansas Statute.

§ 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, provided Architect may engage other professionals for performance of services as provided herein.

§ 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;~~ the City;
- .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~~; the City;
- ~~.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~~ site office expenses, if required; and
- ~~.9~~ Expense of computer aided design and drafting equipment time when used in connection with the Project 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:

§ 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~~ City'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) plus Reimbursable Expenses.

§ 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. Architect will invoice for services monthly as work progresses.

(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 the following 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 or other 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 City and Contractor
- i) Confirmation testing or inspection of actual work performed and conformance to code or plans.

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

CITY

OWNER

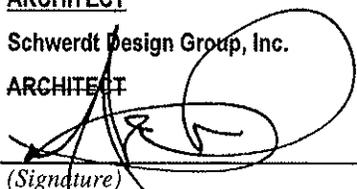
(Signature)

(Printed name and title)

ARCHITECT

Schwerdt Design Group, Inc.

ARCHITECT



(Signature)

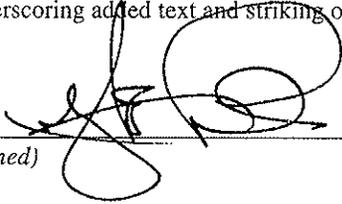
Gregory E. Schwerdt, President

(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 11:05:05 on 04/14/2009 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)

PRESIDENT

(Title)

4/14/09

(Dated)

HORSETHIEF RESERVOIR

received
4-7-09 mfw

*A Joint Project of
PAWNEE WATERSHED JOINT DISTRICT NO. 81
and HORSETHIEF RESERVOIR BENEFIT DISTRICT*

514 W. Highway 156 • Jetmore, Kansas 67854 • 620-357-6420 • email: horsethiefres@hotmail.com

April 3, 2009

Board of Commissioners
Dodge City, KS
806 2nd Avenue
Dodge City, KS 67801

Gentlemen:

The term of the Dodge City representative on the HorseThief Reservoir Benefit District board, Terry Janson, expires on May 1. Either Terry, or a replacement, needs to be appointed by that time.

A short note or e-mail would be appreciated when you make your decision.

Thank you again for your ongoing support of HorseThief Reservoir!

Sincerely,



Ron Allen
Manager