

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, December 21, 2009

7:00 p.m.

MEETING #4791

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Presentation to Tim Wolfe, Dodge City Fire Department

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, December 7, 2009
2. Approval of City Commission minutes, December 7, 2009
3. Appropriation Ordinance No. 25, December 21, 2009
4. Cereal Malt Beverage License
 - a. Casa Alvarez, 1701 W. Wyatt Earp Blvd.
 - b. Ramon Preciado, 806 Central Ave.
 - c. Knights of Columbus #2955, 800 W Frontview St.
 - d. Walgreen Company, 1801 N 14th Ave.
 - e. Angie's Git n Go, 2305 W. Wyatt Earp Blvd.

ORDINANCES & RESOLUTIONS

Resolution No. 2009-32: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Street Improvements for Interfaith Housing Project) in the City of Dodge City. Presented by Nannette Pogue, City Clerk.

Resolution No. 2009-33: A Resolution Determining the Advisability of the Making of Certain Internal Improvements (Waterline Improvements for Interfaith Housing Project) in the City of Dodge City. Presented by Nannette Pogue, City Clerk.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Contract with BG Consultants for Inspection/Engineering Services for the 14th Street Bridge Project. Presented by Joe Finley, Director of Engineering Services.
2. Approval of Contract with BHC for Brier Street Subdivision Inspection/Engineering Services. Presented by Joe Finley, Director of Engineering Services.
3. Approval of Partnership with the State of Kansas Travel and Tourism Division for Shared TV and Radio Advertising. Presented by Jan Stevens, Director of the Convention and Visitor Bureau.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, December 7, 2009

6:00 p.m.

MEETING #4788

CALL TO ORDER

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

NEW BUSINESS

Discussion of Business Licenses. Presented by Ken Strobel, City Manager and Dan Williamson, Fire Chief.

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, December 7, 2009

7:00 p.m.

MEETING #4789

CALL TO ORDER

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

INVOCATION: Vernon Bogart, Fort Dodge Chapel

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Sheriff Dean Bush, Ford County Sheriff Department presented the recovered Historical Police Docket Book to the City Commission. Several guests were in attendance to witness this event including FBI Agent Robin Smith and Sheriff Investigator Mike Albert who recovered the book; Terry Malone, Charlie Meade, George Laughead and others who played a part in the recovery.

CONSENT CALENDAR

1. City Commission Work Session minutes, November 16, 2009
2. City Commission Meeting minutes, November 16, 200
3. Joint City/County Commission Meeting minutes, November 23, 2009
4. City Commission Special Meeting minutes, November 23, 2009
5. Appropriation Ordinance No. 24, December 7, 2009
6. Funding Request with Boot Hill Museum for billboard partnership.

The Consent Calendar was approved as presented on a motion by Commissioner Sherer, seconded by Commissioner Smoll. Motion carried 4-0.

ORDINANCES & RESOLUTIONS

Resolution 2009-27: A resolution describing and defining the boundary of the City of Dodge City was approved on a motion by Commissioner Sherer, seconded by Commissioner Weber. Motion carried 4-0.

Resolution 2009-28: A resolution amending and supplementing Resolution No. 2007-11 of the City of Dodge City, Kansas which authorized the improvement or reimprovement of certain main traffic ways within the City of Dodge City, Kansas and provided for the payment of costs thereof was approved on a motion by Commissioner Smoll, seconded by Commissioner Weber. Motion carried 4-0.

Resolution 2009-29: A resolution authorizing and directing the issuance, sale, and delivery of General Obligation Temporary Notes, Series 2009-1, of the City of Dodge City, Kansas, providing for the levy and collection of an annual tax if necessary, for the purpose of paying the principal of and interest on said notes as they become due, making certain covenants and agreements to provide for the payment and security thereof and authorizing certain other documents and actions connected therewith was approved on a motion by Commissioner Sherer, seconded by Commissioner Smoll. Motion carried 4-0.

Resolution No. 2009-30: A resolution making certain findings and determinations as to the need for housing within the City of Dodge City, Kansas and setting forth the legal description of real property proposed to be designated as a rural housing incentive district within the City was approved on a motion by Commissioner Weber, seconded by Commissioner Smoll. Motion carried 4-0.

NEW BUSINESS

1. The bid for a combination Vacuum/Jet Rodder Sewer Cleaner Truck from Key Equipment and Maupins Truck Sales in the amount of \$305,230.22 less trade in amount of \$35,000 for a total amount of \$270,230.22 was approved on a motion by Commissioner Smoll, seconded by Commissioner Sherer. Motion carried 4-0.
2. The Audit Engagement Letter with Kennedy McKee for years ending 2009 and 2010 was approved on a motion by Commissioner Smoll, seconded by Commissioner Weber. Motion carried 4-0.
3. The bid for the repair of the Hoover Pavilion roof from Diamond Roofing in the amount of \$56,560 for the base bid and adjusted based on the amount of deck repairs and clay tile replacement required was approved on a motion by Commissioner Sherer, seconded by Commissioner Weber. Motion carried 4-0.

OTHER BUSINESS

Ken Strobel, City Manager:

- Received message from Garden City Chamber regarding the Western Kansas Delegation trip to Washington D.C. will be March 22, 2010
- Two City employees will be retiring in December; Dan Williamson, Fire Chief whose reception will be December 9th from 3:30-6:00 p.m. and John Ball, Police Chief whose

reception will be on Thursday, December 17th from 3:30-6:00 p.m. Both events will be at the Hoover Pavilion.

- Thanks to Dodge City Daily Globe and other organizations for the Christmas Parade
- Ribbon cutting for Casino will be December 16th at 11:00 a.m.

Paul Lewis, Director of Parks & Recreation:

- Holly Jolly Fest will be at the Civic Center on December 20th from 2-4 p.m.

Christa Roy, Director of Public Information:

- Due to cold weather concrete placement has stopped
- JE Dunn Construction Company workers have been on the job site at Special Events Center
- The Overpass between US 400 and Wyatt Earp is now open

Commissioner Weber:

- Excited about the Police Docket Book being returned to the City of Dodge City

Commissioner Sherer:

- Thanks to Dodge City/Ford County Development Corporation staff

Commissioner Smoll:

- Shop local and shop often.
- Sales Tax collection this year down about 2.67%

Mayor Sowers:

- Thank you to Parade of Light organizers
- Thanked Ray Slattery for Mayor's float
- Thanks to Parks & Recreation Department for Mayor's tree lights
- Is it appropriate to meet with representatives of the County to talk about their concerns of the accounting for Why Not Dodge Projects
- Thanked Chief of Police John Ball and Fire Chief Dan Williamson for their years of dedicated service to the citizens of Dodge City

ADJOURNMENT: Motion for adjournment by Commissioner Weber, seconded by Commissioner Sherer. Motion carried 4-0.

TAX ID # 48-1076068

DATE 12-3-09

(This form prepared by the Attorney General's Office)
(Firm, Partnership, or Association application form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS

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

or
THE BOARD OF COUNTY COMMISSIONERS OF Ford County COUNTY, KANSAS

I Rocio Alvarez, on behalf of a firm,

partnership, of association (circle the proper one) known as Casa Alvarez

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 to you, relating to the sale or distribution of cereal malt beverage; and for the purpose of securing such license, I make the following statements under oath:

1. The firm, copartnership, or association is made up of the following persons whose names, residences, ages, dates of birth, places of birth, methods of obtaining United States citizenship with date and place of naturalization, if that is the basis of citizenship, together with the length of each person's residence within the State of Kansas and the city or county to which this application is being made, are set forth below:

Rocio Alvarez 49 years old, naturalized in Wichita Ks 2-22-94, has been a resident of Kansas for 26 years. Application is made for Dodge City Ford County Kansas

2. I hereby certify that with regard to each of the above-named persons the following statements are true:

None of them has within the last two years from this date been convicted of:

- (a) A felony
- (b) A crime involving moral turpitude
- (c) Drunkenness
- (d) Driving a motor vehicle while under the influence of intoxicating liquors
- (e) 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.

3. (a) The premises for which the license is desired are located at 1701 West Wyatt Exp Dodge City, Ford Co Kansas

(b) The legal description of the premises is TWN 26-range 25, begin at inter of 14th Ave & Wyatt Exp then west 986° S alg R/W of Wyatt Exp

(c) The street number is 1701

(d) The building is described as restaurant

(e) The business will be conducted under the name of Casa Alvarez

(f) The place of business will be conducted by the following manager, if not by one of the firm, partnership, or association members NA

(g) Said manager's place and date of birth NA

(h) Said manager's residence in the State of Kansas in NA County and in the City of _____ are as follows:

(i) Said manager is a citizen of the United States by birth (), naturalization (), is not a citizen (). If a naturalized citizen, the place and date of naturalization are NA

(j) Said manager has not been convicted of any of the crimes specified in number 2 above (). If he has, the details are as follows: NA

4. The name(s) and address(es) of the owner or owners of the premises upon which the proposed business will be conducted is/are Javier Alvarez 1204 Shiga St. Dodge City Ks

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

A license fee of \$225⁰⁰ is enclosed herewith.

I, Rocio Alvarez, one of the partners (), association (), or firm members (X), applying for the above-named license to retail cereal malt beverages hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage retail license, if any, issued pursuant to this application by the proper officials, for the violations of any such laws, rules or regulations.

X Rocio Alvarez
(Signature and official position of individual making application)

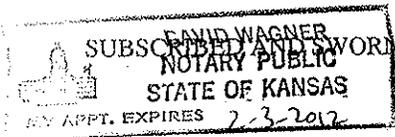
STATE OF KANSAS, COUNTY OF Gray, ss.

I, Rocio Alvarez, of the
(Signature and official position)

Casa Alvarez, do
(Name of firm, copartnership, or association)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

X Rocio Alvarez
(Signature and official position)



SUBSCRIBED AND SWORN TO before me this 3 day of December, 2009

DJ Mc
(Character of official administering oath)

My commission expires on the 3 day of Feb, 2012

APPLICATION APPROVED this _____ day of _____, _____

By _____

(This form prepared by the Attorney General's Office)
(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS
or

THE BOARD OF COUNTY COMMISSIONERS OF _____ COUNTY, KANSAS

I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages; for the purpose of securing such license, I make the following statements under oath:

- 1. (a) Name of proposed licensee Ramon Preciado
- (b) Age 61 years
- (c) Place and date of birth Mexico
- (d) Residence address 806 Central
- (e) I have been a resident of the State of Kansas 17 yrs years.

2. The premises for which the license is desired are located at 509 2nd Ave

- (a) The legal description of said property is _____
- (b) The street number is 509
- (c) The building to be used is Restaurant
- (d) The business will be conducted under the following name:
MARISCOS Nayarit Restaurant

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Ramon Preciado
806 Central Avenue

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

- (a) My citizenship arises by birth (), Naturalization ().
- (b) My place of naturalization and the date thereof is as follows:
Los Angeles, CA
Sept 15, 1987

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

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

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

8. I have (), have not (), been adjudged guilty or entered a plea, or forfeited bond to a charge of driving a motor vehicle while under the influence of intoxicating, liquors within two years immediately preceding the date of this application.

9. I have (), have not (), been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

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

a. If the answer above is yes, the name, age, and residence of manager or agent is _____

Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifics concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

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

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

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

A license fee of \$ 225⁰⁰ is enclosed herewith.

I, Ramon Preciado, one of the partners (), association (), or firm members (), applying for the above-named license to retail cereal malt beverages hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage retail license, if any, issued pursuant to this application by the proper officials, for the violations of any such laws, rules or regulations.

Ramon Preciado
(Signature and official position of individual making application)

STATE OF KANSAS, COUNTY OF FORD, ss.

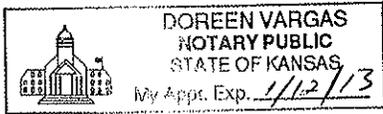
I, RAMON PRECIADO, of the

(Signature and official position)

MARISCOS MAYARIT RESTAURANT, do

(Name of firm, copartnership, or association)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.



[Signature]
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 6th day of December, 2009

(Character of official administering oath)

My commission expires on the 1/12/13 day of January 12, 2013

APPLICATION APPROVED this _____ day of _____,

By _____ (Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

TAX ID # 48-0734017

DATE 11-30-09

(This form prepared by the Attorney General's Office)
(Firm, Partnership, or Association application form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS 67801

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

OR
THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS

I JIM PETERS, on behalf of a firm,

partnership, of association (circle the proper one) known as COLUMBIAN GUILD INC

KNIGHTS OF COLUMBUS #2955

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 to you, relating to the sale or distribution of cereal malt beverage; and for the purpose of securing such license, I make the following statements under oath:

1. The firm, copartnership, or association is made up of the following persons whose names, residences, ages, dates of birth, places of birth, methods of obtaining United States citizenship with date and place of naturalization, if that is the basis of citizenship, together with the length of each person's residence within the State of Kansas and the city or county to which this application is being made, are set forth below:

SEE ATTACHED SHEETS

2. I hereby certify that with regard to each of the above-named persons the following statements are true:
None of them has within the last two years from this date been convicted of:

- (a) A felony
- (b) A crime involving moral turpitude
- (c) Drunkenness
- (d) Driving a motor vehicle while under the influence of intoxicating liquors
- (e) 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.

3. (a) The premises for which the license is desired are located at 800 W FRONTVIEW ST
DODGE CITY, KS 67801

(b) The legal description of the premises is 800 W FRONTVIEW ST
DODGE CITY, KS 67801

(c) The street number is 800 W FRONTVIEW ST

(d) The building is described as THE KNIGHTS OF COLUMBUS HALL/LOUNGE

(e) The business will be conducted under the name of COLUMBIAN GUILD, INC

(f) The place of business will be conducted by the following manager, if not by one of the firm, partnership, or association members LINDA ACKERMAN

(g) Said manager's place and date of birth HOLLY, CO 3-6-47

(h) Said manager's residence in the State of Kansas in FORD County and in the City of DODGE CITY are as follows:
520 EDGEWORE

(i) Said manager is a citizen of the United States by birth () , naturalization (), is not a citizen (). If a naturalized citizen, the place and date of naturalization are _____

(j) Said manager has not been convicted of any of the crimes specified in number 2 above (). If he has, the details are as follows: _____

4. The name(s) and address(es) of the owner or owners of the premises upon which the proposed business will be conducted is/are COLUMBIAN BUILD, INC

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

A license fee of \$ 250.00 is enclosed herewith.

I, Jonathan Lance Berber, one of the partners (), association (), or firm members (), applying for the above-named license to retail cereal malt beverages hereby agree to comply with all the laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, and do hereby further consent to the immediate revocation of the cereal malt beverage retail license, if any, issued pursuant to this application by the proper officials, for the violations of any such laws, rules or regulations.

Jonathan Lance Berber
(Signature and official position of individual making application)

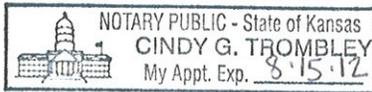
STATE OF KANSAS, COUNTY OF Ford, ss.

I, Jonathan Lance Berber Guild President, of the
Knights of Columbus Council #2955, do
(Signature and official position)
(Name of firm, copartnership, or association)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Jonathan Lance Berber
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 3 day of December, 2009



Cindy G. Trombley
(Character of official administering oath)

My commission expires on the 8.15.2012 day of August, 2012

APPLICATION APPROVED this _____ day of _____, _____

By _____ (Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

(This form prepared by the Attorney General's Office)
(Corporate Application Form)

APPLICATION FOR LICENSE TO SELL RETAIL CEREAL MALT BEVERAGES

_____, Ford COUNTY, KANSAS _____

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

or
THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS

On behalf of the WALGREEN CO.

corporation whose principal place of business is 300 Wilmot Road, Deerfield, IL 60015

_____ and under authority of the resolution of the Board of Directors of said corporation, I hereby apply for a license to sell 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 statement under oath:

1. The proposed licensee is WALGREEN CO. corporation with principal place of business at 300 Wilmot Road, Deerfield, IL 60015. The resident agent is Jason S. Cunningham with offices at 5611 E. Harry Street, Wichita, KS 67218. Said corporation was incorporated on 02/15/1909 in the state of Illinois. If incorporated in Kansas, a copy of the Articles of Incorporation is on file with the Secretary of State. Yes () No (). N/A

2. The following is the full and complete list of officers, directors and stockholders owning in the aggregate more than 25 percent of corporate stock, together with their positions and addresses, ages and dates of birth.

See attached Corporate Rider.

WALGREEN CO. is a publicly held corporation. To the best of our knowledge, no one person or corporation owns as much as 5% of corporate stock.

3. The premises for which the license is desired are located at 1801 N 14th Avenue
Dodge City, KS - 67801

(a) The legal description of the premises is Please see attached legal description

(b) The street number is 1801

(c) The building is described as Metro - Free-Standing

(d) The corporate business under the license will be conducted in the name of the corporation or in the following name:
Walgreens # 07817

4. The name(s) and address(es) of the owner or owners of the premises upon which the place of business is located is/are
WG-7817 KS LLC, 301 S. College Street, 10th Fl, Charlotte, NC 28288

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

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

Name Jennifer L. Kohler

Residence Address 3205 Gary Avenue, Dodge City, KS 67801

Date of birth June 22, 1974

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

A license fee of \$ 75.00 is enclosed herewith.

I, Margarita E. Kellen, Assistant Secretary
(Name and position with corporation)

on behalf of the above-named applicant, hereby agree to comply with all laws of the State of Kansas, and all rules and regulations prescribed, and hereafter to be prescribed by you, relating to the sale and distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler, licensed and bonded under the laws of the State of Kansas, do hereby further consent to the immediate revocation of the cereal malt beverage license issued pursuant to this application by the proper officials for the violation of any such laws, rules or regulations.

(Corporate Seal)

WALGREEN CO.
(Corporation)

By Margarita Kellen Margarita E. Kellen
Assistant Secretary
(Signature and position of individual making application on behalf of corporation)

Attest:
John A. Mann
(Secretary of Corporation) John A. Mann

STATE OF ILLINOIS , COUNTY OF LAKE , ss.

I, Margarita E. Kellen, Assistant Secretary, of the
(Signature and official position)
Walgreen Co., do
(Name of corporation)

solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Margarita Kellen
(Signature and official position)

SUBSCRIBED AND SWORN TO before me this 10th day of December, 2009



June E. Bricco June A. Bricco
Notary Public
(Character of official administering oath)

My commission expires on the Seventeenth day of May, 2012

APPLICATION APPROVED this _____ day of _____,

By _____
(Official position)

of _____, Kansas
(City or county)

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

(This form prepared by the Attorney General's Office)
(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford COUNTY, KANSAS
TO THE GOVERNING BODY OF THE CITY OF Dodge City, KANSAS
or
THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS

I hereby apply for a license to retail cereal malt beverages in conformity with the laws of the State of Kansas and the rules and regulations prescribed and hereafter to be prescribed by you relating to the sale or distribution of cereal malt beverages; for the purpose of securing such license, I make the following statements under oath:

1. (a) Name of proposed licensee _____

(b) Age 38

(c) Place and date of birth Dodge City 8/14/71

(d) Residence address 2006 Hillpoint Way

(e) I have been a resident of the State of Kansas 38 years.

2. The premises for which the license is desired are located at 2305 W. Wyatt Earp

(a) The legal description of said property is 2305 W. Wyatt Earp

(b) The street number is 2305

(c) The building to be used is brick

(d) The business will be conducted under the following name:
Angie's Git n Go

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Byron Winans 2305 W. Wyatt Earp

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

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

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

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

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

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

8. I have (), have not (), been adjudged guilty or entered a plea, or forfeited bond to a charge of driving a motor vehicle while under the influence of intoxicating, liquors within two years immediately preceding the date of this application.

9. I have (), have not (), been convicted of a violation of any state or federal intoxicating liquor law within two years immediately preceding the date of this application.

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

a. If the answer above is yes, the name, age, and residence of manager or agent is Angie Heiland 38 2006 Hillpoint Way
Said manager or agent does (), does not (), have the qualifications to have a license issued in his own name. The same to be determined by reference to K.S.A. 41-2703, K.S.A. 41-2702. Specifics concerning his residence, citizenship, and the answers to questions 5 through 9 are as follows:

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

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

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

A license fee of \$ 75⁰⁰ is enclosed herewith.

I, Angie Heiland, the above-named applicant, hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by you, and hereafter to be prescribed by you, relating to the sale or distribution of cereal malt beverages, and do hereby agree to purchase all cereal malt beverages from a wholesaler licensed and bonded under the laws of the State of Kansas, and do hereby consent to the immediate revocation of my cereal malt beverage license, by the proper officials, for the violation of such laws, rules or regulations.

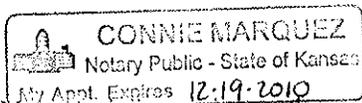
Angie Heiland
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF Ford, ss.

I, Angie Heiland, the above-named applicant, do solemnly swear that I have read the contents of this application, and that all information and answers herein contained are complete and true. So help me God.

Angie Heiland
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 14th day of December, 2009



Connie Marquez
(Character of official administering oath)

My commission expires on the December day of 19th, 2010

APPLICATION APPROVED this _____ day of _____,

By _____
(Official position)

of _____, Kansas
(City or county)

Recorded in Volume _____, at page _____

NOTE: A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE APPLICATION FEE REQUIRED BY K.S.A. 2001 SUPP. 41-2702(e), MUST BE SUBMITTED TO THE DIVISION OF ALCOHOLIC BEVERAGE CONTROL BUREAU, KANSAS DEPARTMENT OF REVENUE.

Memorandum

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

From: Nannette Pogue

Date: December 17, 2009

Subject: Resolution Nos. 2009-32 and 2009-33

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution Nos. 2009-32 and 2009-33

Background: John Scott, President of Interfaith Housing submitted 2 petitions for infrastructure improvements in Haggards Additions. Interfaith Housing was approved for a grant to build multi family housing (duplexes) in the area of Brier Street in Dodge City. In order to accomplish this project, street and water infrastructure improvements need to be constructed. Interfaith Housing has submitted 2 petitions; one for water line extensions to serve Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7, and 8 Block 7 of Haggards Addition in the amount of \$183,000; and one for street improvements in the amount of \$354,000 to serve the same improvement district. They are asking that the costs of these improvements be special assessed to the property. As per City Policy, the City would participate 50% in the water line improvements.

Justification: The Resolutions outline: the nature of the improvements; the cost of the improvements; the proposed improvement district; the method of assessment, which will be per lot; and the apportionment of cost between the improvement district and the city, which will be 100% improvement district for the street improvements and 50%-50% for the water line improvements. The resolutions are necessary for initial approval of the projects so that General Obligation Bonds can be issued by the City to make these improvements. The resolutions also outline that these bonds will be repaid through special assessments.

Financial Considerations: The estimated cost of the water line improvements is \$183,000 in which the City will participate 50%. The estimated cost of the street improvements is \$354,000. The cost of these projects will be financed through General Obligation Bonds and paid back by the property owner through special assessments over 10 years.

Purpose/Mission: Promote housing development and infrastructure improvement

Legal Considerations: None

Attachments: Resolutions No 2009-32 and Resolution No. 2009-33 and petitions.

PETITION

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

WE, the undersigned, being the owners of more than one-half of the real property liable for assessments for the following proposed improvements hereby petition and propose that said improvements be made in the manner as provided in K.S.A. 12-6a01 et seq. and all amendments thereto:

- a. The general nature of the improvement is: **Street Improvements.**
- b. The estimated probable cost of such improvements is: **\$354,000.00**
- c. The extent of the proposed improvement district to be assessed is: **Lots Two (2), Three (3), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3) Haggards Addition and Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Seven (7) of the Haggards Addition**
- d. The proposed method of assessment is: **Special Assessment per lot**
- e. The proposed apportionment of cost between the improvement district and the city at large is: **Improvement District – 100%**
- f. We further proposed that such improvements be made without notice of hearing as required by K.S.A. 12-6a04 as amended.

NOTICE: The names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the Petition or later than seven (7) days after such filing, whichever occurs first.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>RESIDENCE</u>	<u>PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT</u>
 President Interfaith Housing Service	11/18/2009		Lots Two (2), Three (3), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3) Haggards Addition
			Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Seven (7) of the Haggards Addition

PETITION

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

WE, the undersigned, being the owners of more than one-half of the real property liable for assessments for the following proposed improvements hereby petition and propose that said improvements be made in the manner as provided in K.S.A. 12-6a01 et seq. and all amendments thereto:

- a. The general nature of the improvement is: **Water Infrastructure Improvements**
- b. The estimated probable cost of such improvements is: **\$183,000.00**
- c. The extent of the proposed improvement district to be assessed is: **Lots Two (2), Three (3), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3) Haggards Addition and Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Seven (7) of the Haggards Addition**
- d. The proposed method of assessment is: **Special Assessment per lot**
- e. The proposed apportionment of cost between the improvement district and the city at large is: **Improvement District – 50% and City – 50%**
- f. We further proposed that such improvements be made without notice of hearing as required by K.S.A. 12-6a04 as amended.

NOTICE: The names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the Petition or later than seven (7) days after such filing, whichever occurs first.

<u>SIGNATURE</u>	<u>DATE SIGNED</u>	<u>RESIDENCE</u>	<u>PROPERTY OWNED WITHIN PROPOSED IMPROVEMENT DISTRICT</u>
 President Interfaith Housing Services, Inc.	11/18/2009		Lots Two (2), Three (3), Six (6), Seven (7), Eight (8), Nine (9), Ten (10), Eleven (11) and Twelve (12), Block Three (3) Haggards Addition
			Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), Block Seven (7) of the Haggards Addition

RESOLUTION NO. 2009-32

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Street Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 3rd day of December, 2009, proposing the following improvements: construct road and curb and gutters serving Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

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

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: construct road and curb and gutters serving Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$354,000

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas

(d) The method of assessment is: per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 100% to be assessed against the improvement district.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on December 21, 2009.

Mayor

ATTEST:

City Clerk

RESOLUTION NO. 2009-33

A RESOLUTION DETERMINING THE ADVISABILITY OF THE MAKING OF CERTAIN INTERNAL IMPROVEMENTS (Waterline Improvements for Interfaith Housing Project) IN THE CITY OF DODGE CITY, KANSAS, AND SETTING FORTH THE GENERAL NATURE OF THE IMPROVEMENT, THE EXTENT OF THE IMPROVEMENT DISTRICT TO BE ASSESSED FOR THE COST THEREOF, THE METHOD OF ASSESSMENT, AND THE PROPOSED APPORTIONMENT OF THE COST BETWEEN THE IMPROVEMENT DISTRICT AND THE CITY AT LARGE; AND AUTHORIZING AND PROVIDING FOR THE MAKING OF THE IMPROVEMENT IN ACCORDANCE WITH THE FINDINGS OF THE GOVERNING BODY.

WHEREAS, a Petition was filed with the City Clerk of the City of Dodge City, Kansas, on the 3rd day of December, 2009, proposing the following improvements: construction of water services lines serving Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas; and said Petition sets forth: (a) the general nature of the proposed improvements; (b) the estimated or probable cost of the proposed improvements; (c) the extent of the proposed improvement district to be assessed for the cost of the proposed improvements; (d) the proposed method of assessment; (e) the proposed apportionment of the cost between the improvement district and the city at large; and (f) a request that such improvements be made without notice and hearing as required by K.S.A. 12-6a04(01); and

WHEREAS, the governing body of the City of Dodge City, Kansas hereby finds and determines that said Petition is sufficient.

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

SECTION 1. The governing body of the City of Dodge City, Kansas, hereby finds and finally determines that:

(a) It is advisable to make the following improvements: construction of water services lines serving Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas

(b) The estimated or probable cost of such improvements is: \$183,000

(c) The extent of the improvement district in the City of Dodge City, Kansas, to be assessed for the cost of the improvements is: Lots 2, 3, 6, 7, 8, 9, 10, 11 and 12, Block 3 and Lots 3, 4, 5, 6, 7 and 8, Block 7 in Haggards Addition to the City of Dodge City, Kansas

(d) The method of assessment is: per lot

(e) The apportionment of the cost of the improvements, between the improvement district and the city at large, is: 50% to be assessed against the improvement district, 50% City at large.

SECTION 2. The above said improvements are hereby authorized and ordered to be made in accordance with the findings of the governing body of the City of Dodge City, Kansas as set forth in Section 1 of this Resolution.

SECTION 3. This Resolution shall be published one time in the official city newspaper, and shall also be filed of record in the Office of the Register of Deeds of Ford County, Kansas.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City, Kansas, on December 21, 2009.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

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

Date: December 16, 2009

Subject: ST0906 14th Street Expansion Joint Replacement Project
Proposal for Construction Engineering Services

Agenda Item: New Business

Recommendation: Approve the proposal as submitted.

Background: The Federal Government in an effort to stimulate the economy made funds available through the American Recovery and Rehabilitation Act to communities who had or could have projects ready for construction in 2009. The City made application for the funds to help replace the expansion joints on the 14th Street Bridge. The Federal Government and KDOT requires that all projects receiving Federal or State dollars have the project inspected by qualified inspectors that have received all of the necessary certifications from KDOT.

Justification: As BG Consultants is already familiar with the project and the specialized construction method being used to fix the bridge, staff is recommending approval of the contract with BG Consultants for the inspection services.

Financial Considerations: The proposal would require the City to compensate the Consultant a net fee (profit) not to exceed \$5,408.72 and \$41,791.28 for payroll, overhead and expenses. The City's total obligation would be a not to exceed fee of \$47,200.00.

Purpose/Mission: Rehabilitation of the bridge would continue to provide our citizens with a convenient and safe transportation network. The hiring of a firm to provide engineering inspection would insure that the work meets design standards.

Legal Considerations: By approving this agreement the City would be obligated to pay BG Consultants \$47,200.00

Attachments: Proposal

Project No. 29 U-2259-01

City of Dodge City

Ford County

PROPOSAL FOR CONSTRUCTION ENGINEERING SERVICES
(Cost Plus Net Fee)

The consulting engineering firm of BG Consultants, Inc. with offices located at 900 E. 27th Ave., Hutchinson, KS 67502, hereinafter referred to as the CONSULTANT has reviewed the information transmitted by The City of Dodge City, hereinafter referred to as the LPA. Based on this information, the CONSULTANT submits the following proposal:

1. The LPA has requested a proposal for construction engineering services from the CONSULTANT for the on-site inspection and testing, contract administration and may include surveying on the above noted project.
2. The LPA desires the services provided by the CONSULTANT to be in accordance with regulations prescribed by the Federal Highway Administration (FHWA) and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the SECRETARY.
3. The LPA has stated that it _____ does X does not desire federal participation in the cost of the construction engineering services for this project.
4. The services performed by the CONSULTANT will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:
 - A. The CONSULTANT agrees to:
 - (1) Attend all conferences designated by the KDOT, or required under the terms of the Agreement.
 - (2) Designate a Project Engineer/Project Manager who shall serve as the CONSULTANT's Field Supervisor. The Project Engineer/Project Manager will meet KDOT's certification policy and report and transmit Project activity documents to KDOT's Construction Office. The Project Engineer/Project Manager and other KDOT Certified Inspector(s) will inspect all work done and material furnished. Such inspection may extend to all or any part of the work and to the preparation of the materials to be used. The Project Engineer/Project Manager will not be authorized to alter or waive the provisions of the Specifications or the Construction Contract Proposal. The Project Engineer/Project Manager will not be authorized to issue instructions contrary to the Plans and Specifications, or to act as foreman for the Contractor, however, the Project Engineer/Project Manager shall have the authority to reject work or materials until any questions at issue can be referred to and be decided by the KDOT Field Engineer.

The use of non-certified inspector(s) for this project will be limited to specific work after demonstrating satisfactory performance and obtaining written approval by the Field Engineer.

- (3) Assign a sufficient number of KDOT Certified Inspector(s) to the Project to perform the services required under the Agreement, in a timely manner to avoid delay to the Contractor.
- (4) Become familiar with the standard practices of the KDOT, the Contract Documents (Specifications, Contract Proposal, Special Provisions and Plans), and the Contractor's proposed schedule of operations prior to beginning field services to be performed under the Agreement.
- (5) Perform the CONSULTANT's field operations in accordance with accepted safety practices.
- (6) Furnish all equipment required to accomplish the CONSULTANT's services, and to check or test it prior to use on the Project.
- (7) Provide for CONSULTANT's personnel such transportation, supplies, materials, and incidentals as are needed to accomplish the services required under the Agreement.
- (8) Undertake the following:

Transmit orders from KDOT to the Contractor and provide guidance in the proper interpretation of the Specifications and Plans.

Perform or provide construction surveys, staking, and measurements needed by the Contractor (unless provided for in the contract where contractor construction staking is to be performed as a bid item by the Contractor) and perform measurements and surveys that are involved in the determination of final pay quantities.

Inspect all phases of construction operations to determine the Contractor's compliance with Contract Documents and to reject such work and materials which do not comply with the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Take field samples and/or test materials to be incorporated in the work, and reject those not meeting the provisions of the Contract Documents until any questions at issue can be referred to and be decided by the Field Engineer.

Make certain that test report records, certificates or compliance for materials tested off the Project site and required prior to the incorporation in the work, have been received.

Keep such daily diaries, logs, and records as are needed for a complete record of the Contractor's progress, including Project Engineer/Project Manager and Inspector's diaries.

Measure and compute all materials incorporated in the work and items of work completed, and maintain an item account record.

Provide measurement and computation of pay items.

Prepare and submit, or assist in preparing, such periodic, intermediate, and final reports and records as may be required by the KDOT, and as are applicable to the Project, which may include:

- a. Progress Reports
- b. Weekly statement of working days
- c. Notice of change in construction status
- d. Report of field inspection of material
- e. Test report record
- f. Contractor pay estimates
- g. Pile driving data
- h. Piling record
- i. Final certification of materials
- j. Explanation of quantity variation
- k. Statement of contract time
- l. Other records and reports as required by the Project

Review, or assist in reviewing, all Contractor submittals or records and reports required by the KDOT, as applicable to the Project, which may include.

- a. Requests for partial and final payment
- b. Other reports and records as required by the individual Project

- (9) Prepare and submit, if desired by the CONSULTANT, partial payment invoices for services rendered by the CONSULTANT, but not to exceed one submittal per month.
- (10) Collect, properly label or identify, and deliver to the KDOT all original diaries, logs, notebooks, accounts, records, reports and other documents prepared by the CONSULTANT in the performance of the Agreement, upon completion or termination of the Agreement.
- (11) Return, upon completion or termination of the Agreement, all manuals, contract documents, guides, written instructions, unused forms, record keeping books, and other documents and materials furnished by the KDOT. The CONSULTANT shall be responsible for replacing lost documents or materials at the price determined by the KDOT.
- (12) Prepare and submit a certification of Project completion.
- (13) Prepare and submit a final payment voucher for services rendered by the CONSULTANT.
- (14) Prepare and deliver (when Project is completed) one copy of major changes to the plans (by letter) to the KDOT. The letter should contain such items as the following:

- a. Earthwork and Culverts
 - 1. A revised list of bench marks
 - 2. Locations of government bench marks
 - 3. Major changes in alignment
 - 4. Major changes in grade line
 - 5. Established references on cornerstones
 - 6. Major changes in location of drainage structures
 - 7. Major changes in flow line of drainage structures
 - 8. Drainage structures added or deleted
 - 9. Any change of access control

- b. Bridges
 - 1. Changes in stationing
 - 2. Changes in type, size or elevation of footings
 - 3. Changes in grade line

5. The services performed by the SECRETARY will be as per terms of an Agreement prepared by the SECRETARY and generally be described as follows:

A. The KDOT agrees to:

- 1. Make available to the CONSULTANT sufficient copies of the contract documents, shop drawings, plan revisions, written instructions and other information and data considered by the KDOT to be necessary to enable the CONSULTANT to perform the services under this Agreement for the Project to the same standards required of the KDOT's personnel.
- 2. Provide for the use of the CONSULTANT a sufficient supply of the blank diaries, logs, record keeping books and reporting forms considered by the KDOT to be necessary for the CONSULTANT to perform the services under this Agreement to the same standards required of the KDOT's personnel.
- 3. Provide space in the field office and field laboratory furnished by the Contractor under the terms of the Construction Contract Proposal, for the occupancy and use of the CONSULTANT until completion of the construction work.
- 4. Perform or provide for laboratory testing of materials requiring off-site testing facilities, and obtain test reports or certificates of compliance thereof.
- 5. Perform all necessary weld inspections when there is welding for bridge beam connections, splices, and for sign supports. This includes all cross frames, diaphragm connections, and stud welding.
- (6) Designate a Field Engineer (Metro Engineer, Field Engineering Administrator and/or Area Engineer). The Field Engineer will delegate to a construction office the overseeing of the Project where a Construction Engineer/Construction Coordinator will be assigned to monitor and coordinate all Project related activity to assure compliance with applicable Federal and State requirements of services performed under this

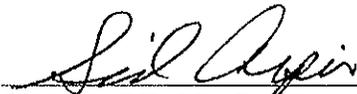
Agreement and all construction activities performed under the Contract Documents.

- (7) Provide, through the Field Engineer and the District staff, such assistance and guidance to the CONSULTANT as may be reasonably necessary to perform and complete the Agreement in conformance with standard construction engineering practices of the KDOT.
- B. The KDOT reserves the right to assign and charge to the Project such KDOT personnel as may be needed.
6. The CONSULTANT has been advised by the LPA that the anticipated services to be performed will start in 2010, and be completed by 2010 with the estimated number of contractor working days to be 45.
7. The CONSULTANT will save the LPA and SECRETARY and their authorized representatives harmless from costs, liabilities, expenses, suits, judgments and damages to persons or property caused by the CONSULTANT, its agents, employees or subcontractors which may result from negligent acts, errors, mistakes, or omissions from the CONSULTANT's operation in connection with the services to be performed hereunder.
8. The CONSULTANT will make all documents and accounting records pertaining to the cost of the services for the Project available at the CONSULTANT's office to representatives of the LPA, SECRETARY, FHWA, or any authorized representative of the Federal Government for audit for a period of three (3) years after the date of final payment.
9. The CONSULTANT will comply with all federal, state, and local laws and ordinances applicable to the services to be performed.
10. The cost plus net fee total cost proposal proposed by the CONSULTANT for the performance of services is supported on "Exhibit A". The CONSULTANT will request reimbursement of actual costs in conformity with approved FHWA cost principals and not to exceed the upper limit of compensation. The fees proposed are as follows:
 - A. Net Fee amount of \$ 5,408.72.
 - B. The upper limit of compensation, Total Cost plus Net fee, for services detailed in this proposal shall be \$ 47,200.00.
 - C. Other _____.
11. The CONSULTANT will provide engineering services outside those set forth above, or for changes in criteria. Any payments authorized under this paragraph must be approved by the SECRETARY in a supplemental agreement.
12. The CONSULTANT may request a partial payment each month; however, partial payment requests will be limited to \$1,000 minimums. It is understood that the accumulated partial payments shall not exceed ninety-five (95%) of the total fee earned prior to the final approval by the LPA and/or the SECRETARY. Final payment to the CONSULTANT should be made within ninety (90) days after receipt of proper billing and final approval by the LPA and/or the SECRETARY.

13. The CONSULTANT's accounting system, cost records and overhead factors may have to be reviewed by the SECRETARY's Bureau of Fiscal Services at the time a three (3) party agreement is prepared by the SECRETARY.
14. It is understood by the CONSULTANT that if the CONSULTANT does not have a certified Project Engineer/Project Manager when the Project is ready to let, the Project may be withdrawn from a letting and any agreement executed as a result of this proposal may be canceled.
15. The CONSULTANT's Project Engineer/Project Manager for this project will be Dan Byers, whose Certification Number is 514 (expiration date is 1/2014) and whose work address is 900 E. 27th Ave., Hutchinson, KS 67502 and mailing address is 900 E. 27th Ave., Hutchinson, KS 67502 and work telephone number is 620-665-3952.

The Chief Inspector for the CONSULTANT will be Dan Byers, whose Certification Number is 514 (expiration date is 1/2014) and whose work address is 900 E. 27th Ave., Hutchinson, KS 67502 and mailing address is 900 E. 27th Ave., Hutchinson, KS 67502 and work telephone number is 620-665-3952.
16. The CONSULTANT certifies the actions of all representatives of the firm will be in compliance with the prescribed "Code of Conduct" solicitation and execution of contract Federal regulations.
17. The above proposal indicates our interpretation of the services desired by the LPA, and the CONSULTANT will be happy to meet and discuss any or all items of this proposal.

Respectfully submitted,



Sid Arpin, P.E. Vice President
BG CONSULTANTS, INC.

12-11-09

Date

Exhibit A

Estimate of Engineer Fee
Project No. 29U-2259-01
14th Avenue Bridge Expansion Joint Repair
City of Dodge City, Kansas

A. Direct Payroll

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hours</u>	<u>Average Salary</u>	<u>Extentsion</u>
1. Preconstruction Conference	a) Principal	8	\$60.00	\$480.00
	b) Project Manager	8	\$29.00	\$232.00
	c) Clerical	2	\$14.00	\$28.00
2. Set Up Books Check Quantities	a) Project Manager	4	\$29.00	\$116.00
3. Preliminary Testing Calibrate Plant, Etc.	a) Project Manager	8	\$29.00	\$232.00
4. On Site Testing Weekly Meetings 45 Working Days	a) Principal	24	\$60.00	\$1,440.00
	b) Project Manager	360	\$29.00	\$10,440.00
	c) Technician	80	\$22.00	\$1,760.00
	d) Clerical	16	\$14.00	\$224.00
5. Final Paper Preparation	a) Project Manager	24	\$29.00	\$696.00
	b) Technician	24	\$22.00	\$528.00
	c) Clerical	8	\$14.00	\$112.00
Total Hours		566	Total Direct Payroll	\$16,288.00

Exhibit A

Estimate of Engineer Fee
Project No. 29U-2259-01
14th Avenue Bridge Expansion Joint Repair
City of Dodge City, Kansas

A. Direct Payroll

<u>Work Type</u>	<u>Employee</u>	<u>Est. Hours</u>	<u>Average Salary</u>	<u>Extentsion</u>
1. Preconstruction Conference	a) Principal	8	\$60.00	\$480.00
	b) Project Manager	8	\$29.00	\$232.00
2. Set Up Books Check Quantities	a) Project Manager	4	\$29.00	\$116.00
3. Preliminary Testing Calibrate Plant, Etc.	a) Project Manager	8	\$29.00	\$232.00
4. On Site Testing Weekly Meetings 45 Working Days	a) Principal	24	\$60.00	\$1,440.00
	b) Project Manager	360	\$29.00	\$10,440.00
	c) Technician	40	\$22.00	\$880.00
5. Final Paper Preparation	a) Project Manager	24	\$29.00	\$696.00
Total Hours		476	Total Direct Payroll	\$14,516.00

Exhibit A

Estimate of Engineer Fee
Project No. 29U-2259-01
14th Avenue Bridge Expansion Joint Repair
City of Dodge City, Kansas

A. Total Direct Payroll		\$14,516.00
B. Overhead (158%)		\$22,935.28
C. Total Payroll Plus Overhead		\$37,451.28
D. Net Fee		\$5,408.72
E. Total Payroll, Overhead and Net Fee		\$42,860.00
F. Direct Expenses		
Mileage	2000 mi. @ \$0.55 =	\$1,100.00
Postage		
Room and Board	36 days x ^{90.00} 100.00 /day =	\$3,240.00
	Total Direct Expenses =	\$4,340.00
	Total Cost Plus Net Fee =	\$47,200.00

COPY

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

To: City Manager
Assistant City Manager
City Commissioners
From: Joseph E. Finley *JEF*
Date: December 15, 2009
Subject: ST 0908 Brier Street
Interfaith Housing Project – Streets, Water & Sewer
Agenda Item: New Business

Recommendation: Approve contract with BHC for Professional Services.

Background: The City currently has a housing need for low and moderate income individuals. The City was approached by Inter-Faith Housing to help with a subdivision on Brier Street. The City agreed to help pay for a portion of the development costs. Staff requested RFP's from several engineering firms and the Commission gave approval for Staff to negotiate a contract with BHC. After meeting with BHC and Inter-Faith Housing, a scope of services and contract was developed by BHC.

Justification: By approving the contract, the necessary infrastructure can be designed and built that will allow additional homes to be built in this neighborhood.

Financial Considerations: The scope of services outlined in the contract will require the City to pay BHC \$52,602.20

Purpose/Mission: This project will help ease the housing shortage. By easing the housing shortage, additional families will live in Dodge City and will support the businesses in Dodge City.

Legal Considerations: The City is entering into a legal contract with BHC to provide professional services.

Attachments: Agreement for Professional Services with BHC.

AGREEMENT FOR SERVICES

**Professional Engineering Services
Brier Street Extension**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC RHODES Contract Number:
December 14, 2009**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the 14th day of December, 2009, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 6363 College Blvd., Suite 500, Overland Park, Kansas 66211, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires engineering services for design of Brier Street street, water line and other associated improvements to serve new housing from Avenue H to Avenue K; and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 - SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 - COMPENSATION. City shall pay Consultant for performance of services in accordance with fees presented in Attachment B, Fee Schedule, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks with breakdowns based on percent completion of the project. Payment shall be made within 30 days after receipt of invoice.

ARTICLE 3.0 - GENERAL OBLIGATIONS OF CONSULTANT. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided in the performance of such services. All of the Services shall be performed by qualified personnel.

Consultant shall exercise usual and customary professional care in its effort to comply with all rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

ARTICLE 4.0 - GENERAL OBLIGATIONS OF THE CITY. The City shall provide payment to the Consultant as provided in Article 2.0, Compensation.

The City shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

In order to assist the Consultant in the provision of professional services, the City will provide the name of a representative to whom the Consultant will report and from whom Consultant will receive review comments, instructions, directions and authorizations.

The City shall make available to the Consultant any documents, drawings, specifications, files or other information necessary in the execution and completion of the Services. The City shall furnish, at the City's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

ARTICLE 5.0 - OWNERSHIP OF DOCUMENTS. The City acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the Services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the City without the written authorization of the Consultant.

ARTICLE 6.0 - INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the City in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
3. Automobile Liability (hired, owned, non-owned)

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
4. Professional Liability

Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The Consultant shall provide the City with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the City.

ARTICLE 7.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 8.0 - LIMITATION OF LIABILITY. In consideration of the payment by Consultant of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which is acknowledged by City, City agrees that to the fullest extent permitted by law Consultant's total liability to City, and to all construction contractors and subcontractors of City projects, for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to the project or this agreement from any cause or causes including but not limited to Consultant's negligent acts, errors, omissions, strict liability, or breach of contract shall not exceed the greater of \$50,000, Consultant's total fee for services rendered on this project, or the cost of re-performance of any of Consultant's services that do not meet prevailing professional standards.

ARTICLE 9.0 - TERMINATION. Either party may terminate this Agreement at any time by giving the other party thirty days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

The Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the City.

ARTICLE 10.0 - NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

ARTICLE 11.0 - STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the City.

ARTICLE 12.0 - GOVERNING LAW AND JURISDICTION. The City and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**City of Dodge City
Dodge City, Kansas**

**Consultant
Brungardt Honomichl & Company, P.A.**

Authorized Signature

By: _____
Steven K. Bachenberg, P.E.

Title: Vice-President

Date: _____

Date: _____

ATTEST:

ATTEST:

City Clerk

Notary Public

Attachment A Scope of Services

The Consultant will provide professional services as follows:

Participate in kick-off phone conference with City staff, Interfaith Housing, and the Interfaith Housing's architect to discuss project goals and parameters, necessities, and design aspects.

Perform design survey to collect topographic and boundary information within the intended limits of the project as illustrated on the attached drawing. Existing lot lines and public right-of-way will be determined using existing plats and legal descriptions and existing monumentation that can be found in the field.

Once public improvements are constructed, prepare a recordable boundary survey document for all building lots in accordance with State minimum survey standards and set monumentation at each lot corner of surveyed lots.

Develop up to two conceptual street and overlot grading plans including suggested finished floor elevations for the proposed dwellings for review by the City and Interfaith Housing. Conceptual plans will be submitted to the City electronically (in PDF format) as well as 3 full-size sets of drawings. A conceptual opinion of construction costs will be submitted as well.

Conduct a drainage study to analyze the existing runoff flowing thru the site and develop alternatives for safely routing flows around proposed homes. This study will include evaluation of potential stormwater detention on site or immediately upstream on the adjacent Housing Authority property. Also contact the Corps of Engineers to request a jurisdictional determination as to any regulatory requirements or mitigation that may be necessary for construction. It is assumed that the Corps will determine that the site is non-jurisdictional and that no additional permitting work will be required.

Based on City comments, the Consultant will prepare final plans (including general layout, street plan and profile, water line layout, sanitary sewer service line layout, storm sewer layout, overlot rough grading plan with proposed dwelling pad elevations, erosion control, details, and cross sections sheets) to the City for approval. The final plan submittal will include 4 full-size and 2 half-size sets of plans as well as PDF copies of the plans. The Consultant will also provide any supplementary technical specifications to add to the City's standard specifications and a final opinion of probable cost.

The Consultant will prepare a land disturbance permit application (NOI) for submittal to KDHE by the City.

The Consultant will prepare required bid documents using City standard forms. Electronic copies (Word or PDF formats) of the prepared bid documents will be provided to the City along with 2 paper copies sealed by the designer of record.

If desired, the Consultant can provide copies of bid package to interested bidders for a non-refundable fee. Bid packages will be provided at no cost to the City, Dodge City Chamber of Commerce, Interfaith Housing, and up to 2 additional plan rooms.

ADDITIONAL SERVICES

When specific surveys, plans, specifications, inspection of construction or other such services are called for or requested by the City, Consultant will furnish personnel, equipment and management to provide such services on an hourly basis as hereinafter provided.

These additional services could include, but not be limited to design of private utility relocations, wetlands assessment and mitigation design, design of improvements beyond limits of project, and construction observation services.

SCHEDULE

This Scope of Services is anticipated to be completed promptly in order for home construction to begin in Spring 2010. The actual completion schedule may vary, due to input and reviews by the City, Interfaith Housing, and outside regulatory agencies.



Attachment B
Fee Schedule

BASIC SERVICES

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of a lump sum amount of Fifty Two Thousand Six Hundred Dollars (\$52,600.00). Said lump sum shall include all labor, overhead, direct expense associated with the Scope of Services above, and a reasonable profit.

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services are required and agreed to in writing by the City, an equitable adjustment in fee and time of performance will be mutually determined by both the Consultant and the City prior to the Consultant proceeding with the additional services.

Additional work will be performed on an hourly basis at the hourly rates listed below. Reimbursable expenses incurred outside of this agreement will be charged to the City in accordance with the reimbursable expense schedule listed on the next page.

<u>Title</u>	<u>Hourly Rates</u>
Project Manager	\$136
Project Engineer	\$110
Design/Staff Engineer	\$84
Designer	\$90
Sr. Engineering Technician	\$84
Engineering Technician	\$74
CAD Technician	\$62
Clerical	\$40
2 Person Survey Crew	\$130
Survey Manager	\$135
Project Surveyor	\$110
Survey Technician	\$60

Reimbursable Expenses:

The following reimbursable expenses shall apply for work performed on a time and materials basis:

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House B&W Reproduction	Sq. Ft.	\$0.15
Color Reproduction	Sq. Ft.	\$1.00
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning	Price per Project	

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Jan Stevens Director CVB

Date: 11-22-09

*Subject: Funding Request for Television and
Radio Advertisement of State of
Kansas Partnership*

Agenda Item: New Business

Recommendation: Staff recommends continuation of the partnership with the State of Kansas Travel and Tourism Division in the form of funding for shared television advertisement for Dodge City. This advertisement is to be aired in Kansas, Oklahoma, Missouri, Nebraska, and Minnesota. This partnership endeavor is at the rate of \$24,000.00 per year.

Background: The State of Kansas established a partnership for a T.V. ad program in 2007, with the JNA Advertisement Agency that was successful for 7 Kansas community partners. The 7 communities it involved were Lawrence, Kansas City, Topeka, Overland Park, Hutchinson, Manhattan, and Wichita. In 2008, the State of Kansas Travel Tourism Division has made the decision to open partnerships to 2 other communities, extending an invitation to Dodge City and Salina.

In June of that year, Richard Smalley, Tourism Marketing Manager for the State of Kansas made a presentation to the CVB Advisory Board, with favorable results from the board. He shared the plan for the T.V.2009 marketing program, and asked the board for endorsement of the Dodge City CVB to move forward with plans for the marketing partnership.

On October 28 of 2009, the CVB Advisory Board voted unanimously to endorse the support of using the program again, as part of the 2010 marketing plan.

Justification: The Convention and Visitors Bureau used the Television Co-op opportunity in 2009. the state of Kansas reported a ROI of \$90.00 for every \$1.00 spent for the total program campaign. Cost restraints of purchasing air time on our own, of this

magnitude has proven to be cost prohibitive. With this partnership Dodge City would be invited to attend various promotional opportunities, such as travel media events, international trade shows, and Travel Information Spotlights. There will also be an elevated presence on the State of Kansas web page, with opportunities for couponing, exclusive e-blasts, featured destinations spotlights, website top imaging rotation, and a video showcase.

Additionally, this year's program will include radio marketing in Kansas City, Omaha, and Tulsa, during the months of April, May, and June, with a 60 second commercial, 40 seconds being the Dodge City message.

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

Financial Considerations: I have included the expense into my 2009 budget. There is currently funds to support this partnership. Boot Hill Casino and resort have agreed to aid in production cost and update of video footage, as well as shared expenses of advertising at a rate of \$4,000.00.

Purpose/Mission: The inclusion of this advertising supports the mission of the CVB in the pursuit to promote and market Dodge City and the area's resources, attractions and assets to prospective tourists.

Legal Considerations: None

Attachments: I am including an over view of the program from Richard Smalley, Tourism Marketing Manager for the State of Kansas, Travel Tourism Division.

A copy of the 2009 Television commercial is available for viewing, or can be viewed on the Kansas Travel and Tourism site at <http://www.travelks.com/s/index.cfm?aid=443>

Supporting documents available upon request.



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

Invoice No. 1001

INVOICE

Customer

Name Dodge City Convention & Visitors Bureau
 Address 400 West Wyatt Earp
 City Dodge City State KS ZIP 67801
 Phone (620) 225-8186

Date 11/17/2009
 Order No. _____
 Rep _____
 FOB _____

Qty	Description	Unit Price	TOTAL
1	Ad Astra Package TV Advertising, Radio Advertising, 12 Hot Deals Coupons 1 TIC Spotlight, Lead Sharing, Coffee Table Book (avail. for advance purchase at discounted cost), NYC Media Blitz info. Distribution, On Demand Video, Website Top Image Rotation (April-June)	\$24,000.00	\$24,000.00

Payment Details

- Cash
- Check
- Credit Card

Name _____
 CC # _____
 Expires _____

SubTotal	\$24,000.00
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$24,000.00

Office Use Only

BROADCAST OPPORTUNITIES 2010

Ad Astra Co-op Package \$24,000

Co-op Television

Get exposure for your destination in our Co-op television commercials! Your destination will be paired with two other Kansas destinations in a 30 second commercial to air for eight weeks (mid-April thru mid-June). Over 1,000 commercials will air with your destination's message.

Markets where commercials will air:

- Kansas City
- Omaha
- Lincoln/Hastings/Kearney
- Tulsa
- Oklahoma City
- Springfield, MO
- St. Louis
- Minneapolis

- Equal rotation of all five (3 co-op, 2 brand) spots in most markets.
- Exclusive rotation of co-op in Lincoln DMA, this DMA is most of Nebraska.
- Go to 50/50 rotation of spots, brand and co-op, in Minneapolis and St Louis (these were exclusively brand last year)
- Add spot TV to the cable buy in St Louis from dollars saved in KC, Des Moines and Columbia.

43. Radio Co-op

Get exposure for your destination in our Co-op radio program. The Division will be purchasing radio in Kansas City, Omaha and Tulsa. All spots purchased with your contribution will air a 60 second spot in which 40 seconds will be dedicated to your destination. (The spot will open and close with a Kansas travel & tourism message.) Schedule will run for eight weeks (mid-April thru mid-June). Approximately 75 total spots (containing your donut) will run across the three markets.

Cost: \$6,000

Production Requirements: Recording included in cost. Destination will need to provide 100 to 110 words of copy (including URL). Note: Copy will be reviewed and may be altered as deemed necessary for creative fit. Final approval of copy will be sought before recording.

Deadline: December 15, 2009 **Contact:** Richard Smalley, (785) 296-5403,

Co-op Package

This package provides as much as six times the value of the price of the package.

Co-op Packages

We have developed three bundled co-op packages in which you may participate. These packages provide as much as six times the value of the price of the package.

	46. Bluestem \$6,000		47. Sunflower \$20,000		48. Ad Astra \$24,000	
		Est. Value		Est. Value		Est. Value
Radio advertising	X	\$20,000			X	\$20,000
Coupons <i>(6 for Bluestem/12 for Sunflower & Ad Astra levels)</i>	X	\$450	X	\$900	X	\$900
TIC Spotlight <i>(Brochures given special placement for one week)</i>	X	\$50	X	\$50	X	\$50
Lead sharing	X	--	X	--	X	--
Coffee Table Book <i>(available for advance purchase at discounted cost)</i>	X	--	X	--	X	--
TV Advertising			X	\$120,000	X	\$120,000
Exclusive E-blast <i>(May co-op blast to 40,000 names)</i>			X	\$2,000	X	\$2,000
NYC Media Blitz information distribution			X	\$150	X	\$150
On Demand Video			X	\$500	X	\$500
Website Top Image Rotation <i>(April - June)</i>			X	\$2,000	X	\$2,000
NYC Media Blitz <i>(Invitation only, space is limited to 4 partners. Additional costs apply)</i>					X	--
Package Value		\$20,500		\$125,600		\$145,600

Packages	Bluestem	Sunflower	Ad Astra
RADIO			
Coupons			X (12)
TIC Spotlight			X
Lead Sharing			X
Coffee Table Book (available at cost)			X
TELEVISION			
Exclusive E-blasts			X
NYC Media Blitz Info			X
On Demand Video			X
Website Image Rotation			X
NYC Invitation			X
Package Value			\$1445,000

Return on Investment

Aware HHS	1,337,456	1,334,002	2,269,210
Incremental Travel %	4%	6%	8%
Total Additional Trips	57,073	74,321	181,738
Expenditures	\$600	\$710	\$575
Economic Impact	\$34,243,711	\$50,180,670	\$104,502,968
Media Expenditures	\$658,068	\$739,894	\$1,165,857
ROI	\$52	\$68	\$90