

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Tuesday, January 19, 2010

7:00 p.m.

MEETING #4794

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION:** Dr. Jerry Ketner, New Hope on the Plains

## **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).

Update on Special Events Center by Charlie Sirokman, Project Manager, International Coliseums Company.

Census 2010 Update by Jane Longmeyer, Human Resources Officer.

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, January 4, 2010
2. Appropriation Ordinance No. 2, January 19, 2010
3. Cereal Malt Beverage
  - a. Water Sports Campground & RV Park, 500 Cherry Street
4. Approval of Bid for Crack Sealing Material
5. Convention and Visitors Bureau Certified Folder Display Contract

## **ORDINANCES & RESOLUTIONS**

Resolution No. 2010-01: 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.

## **UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Approval of Fire Department-Cooperating Agency Agreement with Dodge City Community College. Presented by Kevin Norton, Interim Fire Chief.
2. Approval of SOS Addition Plat. Report by Dennis Veatch, Director of Development Services.
3. Approval of OMI Contract. Presented by Mike Klein, Superintendent of Public Works.
4. Approval of Golf Carts Purchase. Presented by Paul Lewis, Director of Parks and Recreation.
5. Approval of Jennison Contract. Presented by Cherise Tieben, Assistant City Manager.

**OTHER BUSINESS**

**ADJOURNMENT**

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Monday, January 4, 2010

7:00 p.m.

MEETING #4793

## **CALL TO ORDER**

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

**INVOCATION** by Jerry Ketner, New Hope on the Plains

## **PLEDGE OF ALLEGIANCE**

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

The City Character Trait, Punctuality vs. Tardiness was presented by Jane Longmeyer

Jane Longmeyer updated the City Commission regarding vacancies on the Boards and Commissions and the process for taking applications.

Employee of the Month for January 2010 was Curtis Holecek, Dodge City Fire Department. Christa Roy, Public Information Officer presented the qualities of January's Employee of the Month.

Dodge City Public Library Quarterly Update was presented by Cathy Reeves and Ana Koeckner

Vernon Bogart: Time to look forward

## **CONSENT CALENDAR**

1. Approval of City Commission Special Meeting minutes, December 21, 2009
2. Approval of City Commission Meeting minutes, December 21, 2009
3. Approval of City Commission Special Meeting minutes, December 31, 2009
4. Appropriation Ordinance No. 1, January 4, 2010
5. Cereal Malt Beverage License
  - a. Tacos Jalisco, 412 E. Wyatt Earp

Commissioner Smoll moved to approve the Consent Calendar as presented, seconded by Commissioner Weber. The motion carried 4-0.

### **NEW BUSINESS**

1. The Consulting Services Agreement for Engineering Services for Gunsmoke LLC with Sloan Meyer Hancock Consultants in the amount of \$69,625, pending City Attorney review, was approved on a motion by Commissioner Weber, seconded by Commissioner Broeckelman. The motion carried 4-0.
2. An Agreement for Professional Engineering Services for Comanche Street Extension with Brungardt Honomichl & Company, P.A. in the amount of \$164,610 was discussed. Commissioner Smoll moved to table the item, seconded by Commissioner Weber. The motion carried 4-0.
3. The Grant Application for Waste Tire Derived Products for Friendship Park and Kiwanis Park was approved on a motion by Commissioner Weber, seconded by Commissioner Smoll. The motion carried 4-0.

### **OTHER BUSINESS**

City Manager Ken Strobel:

- Monday, January 25<sup>th</sup>, Special Joint City/County Meeting at 5:30 p.m. Rose Room
- Thursday, January 7<sup>th</sup>, Public Officials Exchange, Boot Hill Occident, 6:00 p.m.
- Monday, January 11<sup>th</sup>, Board of Education meeting to consider the Neighborhood Revitalization Plan
- Monday, February 1<sup>st</sup>, SW Kansas Night in Topeka sponsored by the Chamber of Commerce

Commissioner Weber:

- Happy New Year

Commissioner Smoll:

- Congratulations Curtis Holecek for Employee of the Month
- Concerned about Engineering and Inspection Services costs. He would like to have a report detailing those costs for 2008 and 2009.

Commissioner Broeckelman:

- Commented on the Library programs, particularly the Children's Movie program
- Encouraged people to check out Boot Hill Casino weather you like to gamble or not

Mayor Sowers:

- Congratulations to Curtis Holecek
- Commented on the Sales Tax collection

**ADJOURNMENT:** Commissioner Smoll moved to adjourn the meeting, seconded by Commissioner Weber. The motion carried 4-0.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

KSEmployment Security Div, - # 161867

(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 3 January, 2010  
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 Water Sports Campground & RV Park  
pat Morgison
- (b) Age 82
- (c) Place and date of birth Superior, Nebr., 5-10-27
- (d) Residence address 504 Minneola Road
- (e) I have been a resident of the State of Kansas 72 years.

2. The premises for which the license is desired are located at 500 Cherry St.

- (a) The legal description of said property is West one-half of Section (36), Township (26), Range (25) West of the 6th PM in Ford Co. Ks.
- (b) The street number is 500 Cherry St.
- (c) The building to be used is Concrete Block
- (d) The business will be conducted under the following name:  
Water Sports Campground & Recreation

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is Pat & Olive Morgison, 504 Minneola Road, Dodge City, Ks.

- 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 Dena Vogel, 10-1-55, 500 cherry #20 DKK  
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: Have not to all

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 (  ).

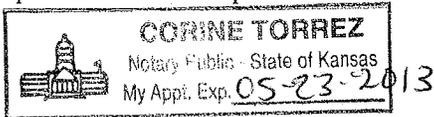
A license fee of \$ 75.00 is enclosed herewith.

I, Pat Morgison, 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.

Pat Morgison  
(Signature of Applicant)

STATE OF KANSAS, COUNTY OF FORD, ss.

I, Pat Morgison, 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.



Pat Morgison  
(Signature of Applicant)

SUBSCRIBED AND SWORN TO before me this 18 day of January 2010

Corine Torrez  
(Character of official administering oath)

My commission expires on the 23<sup>rd</sup> day of May, 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.

# Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Corey Keller*

*Date: January 13, 2010*

*Subject: Purchase of Crack Sealing Materials  
Agenda Item: Consent Calendar*

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**Recommendation:** Three quotes were requested and received for the purchase of crack sealing material. Staff would ask the Commission to accept the low bid from Paving Maintenance Supply Inc (PMSI) in the amount of \$18,675.00 to purchase this crack sealing material.

**Background:** Crack sealing material is used to seal the cracks in asphalt streets. This helps to keep moisture from damaging the sub grade under the street and helps preserve asphalt streets. On average every year 12 miles of asphalt streets are chip sealed in Dodge City. Crack sealing the streets is the first step to our asphalt street maintenance program. This year the Street Department will provide this service to 15 miles of asphalt streets.

**Justification:** Of the three quotes received the Street Department has tested the Crafcro product and it has proven to be the best quality product of the quotes received. In the past the Street Department has tried other types of crack sealing material which has caused many issues with the equipment and the longevity of the product. (See Attachment for Bid Tabulations)

**Financial Considerations:** 2010 Budget Fund and Amount; 122-3030-430-3102.  
Public Works Supplies / Street Maintenance under Specials Streets and Highways.  
\$60,000.00

This fund is utilized by the Street Department to purchase all materials needed for normal street repairs.

**Purpose/Mission:** To protect and preserve the streets of Dodge City. To provide the citizens of Dodge City with well maintained road surfaces.

**Legal Considerations:** None

**Attachments:** (Bid Tabulations)

# City of Dodge City

## BID Tabulations

### Crack Sealing Materials

Paving Maintenance Supply Inc  
Wichita, KS 67219

#### **Crafc**

**Quantity**      45,000 lbs.      @ \$0.415 / lb.      **For a Total of \$18,675.00**

Carter-Waters  
Wichita KS, 67215

#### **Durafill**

**Quantity**      43,200 lbs.      @ \$0.437 / lb.      **For a Total of \$18,878.00**

Vance Brothers  
Kansas City, MO

#### **Nuvo 6690 Type II**

**Quantity**      45,000lbs.      @ \$0.59 / lb.      **For a Total of \$26,550.0**

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Jan Stevens Director CVB*

*Date: 01-15-2010*

*Subject: Certified Folder Display Contract  
Agenda Item: Consent Calendar*

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**Recommendation:** Staff recommends continuation of the distribution service agreement between Certified Folder Display Service and the Dodge City CVB. The agreement will allow over 125,000 rack card advertisement pieces to be displayed in 923 locations in a multi state area at a cost of \$13,892.56. The cost of the printed material is \$3,743.50, for a total cost of the program at \$17, 636.06. The cost of the program is to be split equally with the Boot Hill Casino and Resort, bringing the total of the distribution with the division, for the CVB at \$8,818.03.

**Background:** The CVB has a longstanding history of success with the services provided by Certified Folder, the company of visitor marketing program of professional brochure distribution. The contract will cover brochure distribution to the Limon/I-70 Colorado area, SE Colorado, Colorado Springs, all of the State of Kansas, the Oklahoma City area, Amarillo and Lubbock Texas. The CVB Advisory Board supports the continuation of this service. There was no bid process with the service, as this is the only company who provides this service. Bids were taken on the printing of the rack cards, and local printer, Spearville News was the low bid.

**Justification:** The service allows Dodge City tourism venues exposure to travelers in Motels, Campgrounds, convenience stores, and restaurants where regional travelers frequently spend the nights, eat meals, and shop. The service that is provided will distribute stock and restock visitor's information to the traveling public with a cost effective program.

**Financial Considerations:** I have included the expense of the program into my 2010 marketing plan.

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

**Legal Considerations:** The Contract of the Distribution Service Agreement will be signed by the CVB and will be valid from March 1<sup>st</sup> 2010 to February 28<sup>th</sup> 2011.

**Attachments:** I am including the Certified Folder Distribution Agreement, from Steve Serreyn, the District Sales Manager for Certified Folder Display Inc.

Supporting documents available upon request.



CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7973 www.certifiedfolder.com

**DISTRIBUTION SERVICE AGREEMENT RENEWAL**

SALESPERSON: 099400 - Steve Serreyn  
 ADVERTISER ID: 113027  
**SHIP To:** Dodge City CVB  
 ADVERTISER: Jan Stevens, Director  
 CONTACT: Jan Stevens  
 EMAIL: jans@dodgecity.org  
 ADDRESS1: PO Box 1474  
 ADDRESS2: Dodge City  
 CITY: Dodge City  
 STATE: KS ZIP: 67801  
 PHONE: (316) 225-8186 FAX:

FEDERAL TAX ID: 48-6008416 REF: 08-0056887  
 PO NUMBER: Dodge City CVB  
 ADVERTISER: Jan Stevens  
 CONTACT: Jan Stevens  
 WEB SITE: www.visitdodgecity.org  
 ADDRESS1: PO Box 1474  
 ADDRESS2: Dodge City  
 CITY: Dodge City  
 STATE: KS ZIP: 67801  
 PHONE: (620) 225-8186 FAX:

DATE: 12/08/2009  
 CONTRACT: 09-0062191 REV: 00001  
 START DATE: 03/10/2010  
 END DATE: 02/28/2011  
**NAME OF RESCUEE / PUBLICATION:** Dodge City & Boot Hill Casino  
 INVENTORY ID NUMBER:  
 We will distribute the above named item in the area or areas set forth below. Display shall be on a single pocket basis. Minimum distribution period is 3 consecutive months.

CODE	DISTRIBUTION PROGRAM AREA	#SPTS	START DATE	END DATE	MONTHLY FEE	#MONTHS	GROSS FEE	NONPROF	OVERS	TOTAL NET FEE
1-VM-1-RA/B	Limon/1-70	41	03/01/10	02/28/11	63.55	12	792.60	-38.13	-57.99	666.51
1-VM-1-R/SEC	SE Colorado	28	03/01/10	02/28/11	43.40	12	520.80	-26.04	-39.58	455.18
1-VM-2-R/C/S	Colorado Springs (Super Cities)(*5 seasonal loc)	138	03/01/10	02/28/11	228.65	12	2,743.80	-137.19	-208.53	2,398.08
1-VM-1-CN/K/S	Kansas	327	03/01/10	02/28/11	506.85	12	6,082.20	-304.11	-482.25	5,315.84
1-VM-1-CN/OKC	Oklahoma City	252	03/01/10	02/28/11	378.00	12	4,536.00	-226.90	-344.74	3,964.46
1-VM-2-SW/AM	Amarillo (Super Cities)	70	03/01/10	02/28/11	115.50	12	1,386.00	-69.30	-105.34	1,211.36
1-VM-1-SW/LLU	Lubbock	67	03/01/10	02/28/11	103.85	12	1,246.20	-62.31	-94.71	1,089.18

**COMMENTS/SPECIAL INSTRUCTIONS:**

AGREEMENT TO TERMS: Advertiser hereby acknowledges that Advertiser has read all the terms and provisions set forth on the front and backside of this Agreement, and agrees that all such terms and provisions are a part of this Agreement.

APPROVED BY ADVERTISER

Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 APPROVED BY (certified folder display corporate office)

**MONTHLY BILLING SCHEDULE (Print any applicable codes)**

Fees are normally billed 30 days in advance of service. Monthly Billing Schedule details actual billing for the month indicated, not for the month service is provided.

Month	Start	End	Fee	Net Fee
Feb	1,258.39	1,258.39	1,258.39	1,258.39
Mar	1,258.39	1,258.39	1,258.39	1,258.39
Apr	1,258.39	1,258.39	1,258.39	1,258.39
May	1,258.39	1,258.39	1,258.39	1,258.39
Jun	1,258.39	1,258.39	1,258.39	1,258.39
Jul	1,258.39	1,258.39	1,258.39	1,258.39
Aug	1,258.39	1,258.39	1,258.39	1,258.39
Sept	1,258.39	1,258.39	1,258.39	1,258.39
Oct	1,258.39	1,258.39	1,258.39	1,258.39
Nov	1,258.39	1,258.39	1,258.39	1,258.39
Dec	1,258.39	1,258.39	1,258.39	1,258.39
Jan	1,258.39	1,258.39	1,258.39	1,258.39

Gross Total Fee: 15,100.61  
 Prepayment Discount: 1,208.06  
 TOTAL NET FEE (Plus any applicable tax): 13,892.56

Signature: \_\_\_\_\_  
 Name (print): \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Print Date: December 08, 2009 at 4:13 PM  
 Page 1 of 1  
 C9072 REV. 08/19/07



SINCE 1990

CORPORATE OFFICE: 1120 Joshua Way, Vista, CA 92081 • (760) 727-5100 fax (760) 727-1583 (800) 799-7373 www.certifiedfolder.com

Contract Nbr:  
Revision Nbr:

09-0062191  
00001

1. **Brochure Placement.** The actual placement and positioning of Advertiser's brochure in Certified's brochure display rack(s) under this Agreement shall be within the sole and absolute discretion of Certified. Certified shall use its reasonable efforts to maintain adequate numbers of the brochures at each display rack, but Certified shall have no liability to Advertiser where the number of brochures is reduced or completely depleted due to special events or due to other circumstances beyond Certified's reasonable control.
2. **Fuel Surcharge.** Certified may, from time to time, impose a temporary fuel surcharge equal to 3.0% of the net monthly fee specified in the monthly billing schedule, upon 30 days written notice to Advertiser. Advertiser may elect to cancel contract on five day's written notice without penalty if surcharge is deemed unacceptable.
3. **Rights of Location Management.** The person or entity which owns or controls the physical premises at which a display rack is located shall have the right to object to the display of Advertiser's brochures. If Certified is informed of such objection, then it may in its sole and absolute discretion without notice to Advertiser, remove the brochures from such location and place them at another location at no reduction in the fees due from Advertiser.
4. **No Representations or Warranties.** Certified does not make any representation or warranty to Advertiser, including without limitation, no representation or warranty that any particular number of brochures will actually be distributed.
5. **Shipment of Brochures.** All brochures and/or publications to be distributed under this Agreement shall be shipped to Certified warehouse location(s) freight prepaid at Advertiser's expense.
6. **No Other Rights.** This Agreement does not constitute a distributorship, joint venture, partnership, franchise, or other form of business relationship. Advertiser shall have no rights to renew or extend this Agreement. Any offer to renew or extend this Agreement by Certified shall be in its sole and absolute discretion and subject to any terms or conditions that Certified may impose in connection therewith.
7. **Compliance with Other Laws and Indemnity.** It shall be the sole responsibility of Advertiser to ensure that its brochure complies with any applicable law, including without limitation, copyright and trade secrecy laws. Advertiser shall indemnify and hold Certified harmless against any loss, damage, claim, liability or expense, including but not limited to legal fees and court costs, arising out of or related to the contents of the brochure.
8. **Partial Invalidity.** Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement or the application of such provision to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall be read as though the invalid or unenforceable portion or provision was never included. The remainder of this Agreement excluding the invalidity or unenforceable portion or provision shall continue in full force and effect.
9. **Interpretation and Headings.** Whenever the context so requires, all words used in the singular shall be construed to have been used in the plural (and vice versa), each gender shall be construed to include any other genders, and the word "person" shall be construed to include a natural person, a corporation, a firm, a partnership, a joint venture, a trust, an estate, a limited liability company, or any other entity. Headings of paragraphs are for convenience only and shall not be used in interpreting this Agreement.
10. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles.
11. **Attorney's Fees.** If any action of law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
12. **Limitation on Damages.** In no event shall Certified be liable for lost profits or other consequential or incidental damages sustained by Advertiser as a result of a breach of this Agreement by Certified. In the event Certified materially breaches this Agreement, then it is agreed that Advertiser would be entitled only to an amount equal to one month of the fees due from Advertiser to Certified as liquidated damages.
13. **Indemnification.** Advertiser shall indemnify and hold Certified harmless from any and all claims, threats, suits or liability (including legal fees and all costs incurred by Certified in defending or responding to any claim, threat, or suit and any amounts paid by Certified in satisfaction of any judgment or other award incurred or expended by Certified in any way related to, connected with, or arising out of any product or publishing, including production and print design work, produced for or used on behalf of Advertiser by Certified, its agents, assigns and subcontractors, concerning or related to this Agreement.
14. **Jurisdiction and Venue.** Advertiser consents to the jurisdiction of the superior or municipal courts of the State of California, County of San Diego, in connection with any dispute arising under or related to this Agreement.
15. **Modification in Writing.** This Agreement may be modified only by a writing executed by the party to this Agreement against whom enforcement of such modification is sought.
16. **Transfer of Rights.** Advertiser may not transfer its rights under this Agreement without the prior written consent of Certified, which consent shall not be unreasonably withheld.
17. **Prior Understandings.** This Agreement contains the entire agreement between the parties to this Agreement with respect to the subject matter of this Agreement and supercedes all prior understandings, agreements, representations and warranties, whether oral or written, with respect to such subject matter.
18. **Notice.** All notices and/or communications regarding this Agreement other than a change of address, shall be in writing and shall be personally delivered, sent by registered or certified mail, postage prepaid and return receipt requested, FAX'd to Certified's corporate office, or by an overnight express courier service that provides written confirmation of delivery to such party at such party's address shown on the form of this Agreement.
19. **Waiver.** No delay or omission in the exercise of any right or remedy shall import such right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or under unnecessary consent to or approval of any other or subsequent act. Any waiver of a default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.
20. **Failure to Provide Brochures.** Failure on the part of Advertiser to provide a sufficient number of brochures as requested by Certified shall in no way affect Advertiser's obligation to pay Certified under the terms and conditions of this Agreement.
21. **Loss of Material.** Certified is not responsible for the loss of, or damage to, Advertiser's brochures and/or other literature under any circumstances. Advertiser is responsible for securing appropriate insurance coverage to protect against any loss or damage to its brochures and/or other literature.
22. **Print & Advertisement Disclaimer-Publications.** In no event shall Certified be liable for color variance in any part or whole of publication from year to year. Also, Certified will not be liable for errors in advertisement(s) after Advertiser has signed approval to print. If Advertiser does not indicate specific color preferences, Certified reserves the right to specify color of advertisement.
23. **Cancellation.** This Agreement may be cancelled with at least one month's prior to publication date written notice by either party. Adjustment will be made to the actual earned rate. If paid in advance, any unearned fees will be refunded less any adjustment to the actual earned rate. Additionally, if an invoice for advertising spaces on the Washington State Ferry System (WSF) or BC Ferries (BCF) is not paid by Advertiser within 30 days, Certified may cancel this Agreement immediately without notice.
24. **Washington State Ferry Program (WSF), BC Ferries Program (BCF) & California Welcome Center Program (CWC).** In the event Certified Folder Display Service, Inc. is unable to provide advertising space in either the WSAF, (BCF), or (CWC) programs as contracted for, this Agreement may be cancelled immediately by either party without penalty.
25. **No Third Party Beneficiaries.** This Agreement is solely for the benefit of Advertiser and Certified and nothing in this Agreement may be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right.

APPROVED BY ADVERTISER

Signature

Name (print):

Date:

## Memorandum

*To: City Commissioners*  
*From: Cherise Tieben, Assistant City Manager*  
*Date: January 19<sup>th</sup>, 2010*  
*Subject: Resolution 2010-01*

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**Recommendation:** Staff in the coordination with the Dodge City/Ford County Development Corporation recommends the acceptance of the CHAT report and approval of Resolution 2010-01 which permits staff to submit multiple proposed Rural Housing Incentive Districts to the Kansas Secretary of Commerce for approval.

**Background:** In April of 2008 the City and County received the CHAT report which provided our community with a housing needs and analysis. The report showed that our community housing needs were substantial and provided guidance to the areas which the cause of the shortage and efforts which can be made to correct the issue. The establishment of a Rural Housing Incentive District (RHID) is the first step towards providing an incentive that will entice developers to our community.

**Justification:** Numerous developers have reviewed their opportunities to pursue housing projects in our community. These projects, according to developers, will not cash flow and have not come to fruition due to infrastructure costs, high cost of building supplies, property taxes, low market/rent rates and other issues. Establishing a RHID will encourage the developers through incentives to pursue housing opportunities in our community. It is our hope that the resulting housing developments, will allow more families to join our community in order to fulfill the employment needs of our local businesses.

**Financial Considerations:** None at this time. However, if utilized the financial consideration would be dependent upon each independent development agreement.

**Purpose/Mission:** This resolution assists staff by taking the first step to improving housing opportunities and therefore, improving the quality of life for our citizens.

**Legal Considerations:** None

**Attachments:** None

## Resolution 2010-01

### **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.**

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**WHEREAS**, K.S.A. 12-5241 et seq. (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

**WHEREAS**, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

**WHEREAS**, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

**WHEREAS**, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

**WHEREAS**, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

**WHEREAS**, the City of Dodge City, Kansas (the “City”) has an estimated population of 26,101, is located in Ford County, Kansas, which has an estimated population of 32,458 and therefore constitutes a city as said term is defined in the Act; and

**WHEREAS**, the Governing Body of the City has performed a Housing Needs Analysis dated April 23, 2008 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

**WHEREAS**, based on the Needs Analysis, the Governing Body of the City proposes to commence proceedings necessary to create a Rural Housing Incentive District, in accordance with the provisions of the Act.

**THEREFORE, BE IT RESOLVED** by the Governing Body of the City of Dodge City, Kansas, as follows:

**Section 1.** The Governing Body hereby adopts and incorporates by this reference as part of this Resolution the Needs Analysis, a copy of which is on file in the office of the City

Clerk, and based on a review of said Needs Analysis makes the following findings and determinations.

**Section 2.** The Governing Body hereby finds and determines that there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.

**Section 3.** The Governing Body hereby finds and determines that the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.

**Section 4.** The Governing Body hereby finds and determines that the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.

**Section 5.** The Governing Body hereby finds and determines that the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction or renovation of quality housing in the City.

**Section 6.** Based on the findings and determinations contained in *Sections 2* through *5* of this Resolution, the Governing Body proposes to establish a Rural Housing Incentive District pursuant to the Act, within boundaries of the real estate legally described in *Exhibit A-10* attached hereto, and shown on the maps depicting the existing parcels of land attached hereto as *Exhibit B-10* (the "District").

**Section 7.** The City Clerk is hereby directed to publish this Resolution one time in the official City newspaper, and to send a certified copy of this Resolution to the Secretary for the Secretary's review and approval.

**Section 8.** This Resolution shall take effect after its adoption and publication once in the official City newspaper.

**Approved** this 19<sup>th</sup> day of January 2010 and signed by the Mayor.

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Rick Sowers, Mayor

ATTEST:

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Nannette Pogue, City Clerk

Resolution 2010-01  
Exhibit A

- A-10 All of Lots 1 thru 32, Block 1, Milstock Addition along with the 60' dedicated Riney Avenue adjacent to said Lots 17 thru 32 and the 60' dedicated Gardner Avenue adjacent to said Lots 1 thru 16 in the Southeast Quarter, of the Northwest Quarter of Section 27, Township 26 South, Range 25 West of the 6th Principal Meridian, Ford County, Kansas.



WRIGHT AVE.

MILSTOCK AVE.

PARK & WATER WAY

RINEY AVE.

GARDNER AVE.

MILSTOCK ADDITION  
A-10

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## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Kevin Norton, Fire Chief*

*Date: 1/8/2010*

*Subject: Cooperating Agency  
Agreement/DCCC*

*Agenda Item: New Business*

---

**Recommendation:** Approve the Cooperating Agency Agreement with Dodge City Community College.

**Background:** This agreement would replace a similar agreement from 1997. Recently the DCCC hired a new director for the Fire Science Technology Program and he requested that the old occupational experience agreements with Dodge City Fire Department and Ford County EMS be updated.

**Justification:** The students in this program will gain valuable occupational experience that builds upon their classroom activities. The Fire Department will also benefit from this agreement in two ways. First, having a successful Fire Science program at our local community college provides the city fire department with a pool of potential candidates for possible future employment with the department. Next, participating in this program ensures that basic firefighter skills learned early in a firefighter's career are reinforced through repeated training.

**Financial Considerations:** There are no funds budgeted for this program and there should be no cost for the City to participate.

**Purpose/Mission:** To quote the last part of the City of Dodge City Mission Statement, "As a team, we engage the community by listening, responding and guiding, which results in community partnerships and excellent services and opportunities for all." I feel this program lives up to that criterion and would be a win-win situation for the City, community college and the citizens of Dodge City.

**Legal Considerations:** An important part of the agreement in my opinion was that it clearly states that the city "shall have no responsibility for any injury to any student during the occupational experience" and that the DCCC will provide the necessary insurance coverage.

**Attachments:** Copy of proposed agreement and a copy of 1997 agreement.

## COOPERATING AGENCY AGREEMENT

THIS AGREEMENT, made and entered into this 16<sup>th</sup> day of November, 2009, by and between Dodge City Community College, Dodge City, Kansas (hereinafter "DCCC"), and City of Dodge City, Kansas (hereinafter "Cooperating Agency").

WHEREAS, DCCC has established and provides an approved and accredited Allied Health program and desires to have its students participate in practical on-the-job training in an occupational setting; and

WHEREAS, DCCC is operating and conducting an educational program for Fire Science and Emergency Medical Services training and desires to have students obtain practical field experience training, as well as be provided with quality training in occupational experiences of mutual interest to the Cooperating Agency; and desires that the Cooperating Agency participate in the provision of such occupational experiences and quality education; and

WHEREAS, Dodge City Fire Department, as a part of its governmental duties, provides fire protection services for the citizens of Dodge City, Kansas.

NOW, THEREFORE, in consideration of the mutual agreements stated herein, DCCC and the Cooperating Agency agree as follows:

### **I. General Agreement.**

- A. The term of this Cooperating Agency Agreement (hereinafter "Agreement") shall be for one (1) year and shall automatically renew for successive terms of one (1) year unless otherwise terminated. This Agreement may be terminated by either party giving sixty (60) days prior written notice to the other party at any time. Any students participating in an occupational experience at the time of such termination shall be given the opportunity to complete the requirements of the occupational experience as offered at the time of their entry and in compliance with the conditions contained in this Agreement.

- B. This Agreement shall be subject to annual review or review from time-to-time as the need may arise, in order to consider any amendment, alteration or change as may be mutually agreed upon in writing by the Parties.
- C. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.
- D. Nothing in this Agreement is intended to be contrary to applicable state or federal laws or regulations. In the event of a conflict between the provisions and conditions of this Agreement and any applicable state or federal laws or regulations, the state or federal laws or regulations shall supersede the provisions and conditions of this Agreement.

## II. Mutual Responsibilities

- A. DCCC personnel, faculty and students shall not be deemed to be employees or agents of the Cooperating Agency, and nothing herein shall be construed as creating a relationship other than that of independent contractor between the Cooperating Agency and DCCC, its employees, faculty and students.
- B. DCCC personnel, faculty and students are not eligible for coverage under the Cooperating Agency's workers' compensation or unemployment compensation insurance coverage. The Cooperating Agency shall have no responsibility for any injury to any personnel, faculty or student of DCCC occurring during the occupational experience.

DCCC will provide workers' compensation or unemployment compensation coverage as required by state law, if any, for DCCC personnel, faculty or students participating in the occupational experience. Nothing herein shall be deemed to extend workers'

compensation or unemployment compensation coverage beyond the requirements of applicable state law.

- C. DCCC shall provide, at its own expense, general comprehensive liability insurance, covering bodily injury and property damage liability with a professional liability endorsement which includes "malpractice" coverage, covering DCCC, its personnel, faculty and students participating in the occupational experience under this Agreement, in an appropriate amount and type, and with an insurance company authorized to do business in the State of Kansas. DCCC shall upon request provide the Cooperating Agency with evidence of such insurance.

The Cooperating Agency agrees to notify DCCC when any student has been involved in an incident that has been reported to the Cooperating Agency, and DCCC shall be permitted access to any investigation, reports or other documentation concerning the incident.

- D. The Cooperating Agency shall provide, at its own expense, adequate general comprehensive liability insurance covering bodily injury and property damage liability with a professional liability endorsement which includes "malpractice" coverage, covering the Cooperating Agency, its agents and employees participating in the occupational experience under this Agreement, in an appropriate amount and type, and with an insurance company authorized to do business in the State of Kansas. The Cooperating Agency shall upon request provide DCCC with evidence of such insurance coverage.
- E. DCCC shall provide the Cooperating Agency with a schedule for student assignments, including the names of students and the objectives of the occupational experience, sufficiently in advance of the occupational experience to allow for adequate planning and staffing to meet the needs of the Cooperating Agency and its staff.

- F. DCCC Program Coordinator shall arrange in advance with the Cooperating Agency for an orientation to the Cooperating Agency site and its safety policies.
- G. DCCC shall comply with all federal and state laws and regulations and assures Cooperating Agency it does not and will not discriminate against any person on the basis of race, sex, color, creed, national origin, age or disability.
- H. The safety, health and welfare of all participants in this experience shall be of the utmost importance to the Parties to this Agreement.

**III. DCCC Responsibilities.**

- A. DCCC shall assume full responsibility for the educational programs of students assigned to the Cooperating Agency. DCCC shall offer an educational course of Occupational Experience in Fire Science and Emergency Medical Services program that is agreed upon by both parties.
- B. All DCCC personnel, faculty and students shall be informed of and shall abide by the rules and regulations of the Cooperating Agency, and at all times shall maintain the appropriate degree of professionalism and responsibility in connection with the educational programs when dealing with the public, facilities and staff.
- C. All DCCC personnel, faculty and students who have access to patient medical records shall maintain strict confidentiality with regard to such records and shall not disclose any protected health information contained therein to any person not involved with treatment, payment or health care operations.
- D. The DCCC Professor of Fire Science and Emergency Medical Services or his designee shall have the privilege to visit the Cooperating Agency during the occupational experience for purposes connected with the educational program.

- E. DCCC agrees the student shall:
  - 1. Be responsible for following all policies of the Cooperating Agency;  
and
  - 2. At all times act in a professional and ethical manner.

**IV. Cooperating Agency Responsibilities.**

- A. The Cooperating Agency shall maintain ultimate responsibility for any standard operating procedures.
- B. The Cooperating Agency shall cooperate with DCCC in the preparation of students in the occupational experience programs. The Cooperating Agency shall provide adequate space for conferences with the students and maintain an environment in which student learning can take place.
- C. The Cooperating Agency shall designate a Site Coordinator to work with the DCCC Professor of Fire Science and Emergency Medical Services or his designee. The Site Coordinator will complete and forward to DCCC all reasonable paperwork necessary for the occupational experience.
- D. The Cooperating Agency intends that students shall not be allowed to act without direct supervision or assume sole responsibility for any job duty.
- E. The Cooperating Agency shall complete all forms as reasonably requested by DCCC such as verification of a student's competency in performing the procedures for which training is provided, as well as evaluation reports.
- F. The Cooperating Agency shall not discriminate against any student because of age, race, color, creed, religion, sex, national origin or disability.

**City of Dodge City**

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**Rick Sowers, Mayor**

**ATTEST:**

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**Nannette Pogue, City Clerk**

**Dodge City Community College**

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**Merrill Conant, Chair  
Board of Trustees**

**ATTEST:**

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**Richard K. Burke, Board Secretary**

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**Danny Gillum, Associate Dean  
of Technology**

## Cooperating Affiliation Agreement

THIS AGREEMENT made and entered into this first day of April 1997 between the Board of Trustees of DODGE CITY COMMUNITY COLLEGE of Dodge City, State of Kansas, hereinafter called the Board, and the City of Dodge, 705 First Avenue, Dodge City, Kansas, hereinafter called the Cooperating Agency.

WITNESSETH: That whereas the Cooperating Agency is operating a Fire Department and The Board is operating a school commonly known as Dodge City Community College, and a Program called, Fire Science Technology, and desires that the Cooperating Agency collaborate in the education and training of students preparing as Fire Fighters.

NOW THEREFORE, The Board and the Cooperating Agency agrees in consideration of the following promises or covenants as follows:

### **THE BOARD AGREES:**

- A. To assume full responsibility for offering an educational program in Fire Science Technology that meets the standards (competencies) established by the International Fire Service Training Association,
- B. To provide the necessary qualified faculty who will plan, implement, and evaluate the learning experiences for the student unless, in specific instances, other provisions are made,
- C. Prepare students through classroom instruction and appropriate practice,
- D. Plan and execute an education program for students in a Fire Science Program that includes the coordination of practical assignments and class assignments,
- E. Assure that each student provides evidence of appropriate health status,
- F. Inform students of their responsibilities during this affiliation to:
  1. follow policies, procedures, rules and regulations of the Cooperating Agency,
  2. provide travel and food expenses,
  3. develop and/or promote competency levels of each function assigned,
- G. Prepare written competencies to be achieved by students for each practical function undertaken in cooperating with the appropriate supervisor,
- H. Orient students to required objectives and competencies for each practical function,
- I. Prepare and submit to the Cooperating Agency the following information prior to practical affiliation for approval:
  1. objectives (learning experiences)
  2. assignments,
  3. name of student,
  4. number of student work hours for completion,
  5. time period for completion of practical affiliation,
- J. Provide a copy of each student's evaluation of the practical experience to the Cooperating Agency.

**RESPONSIBILITIES OF THE COOPERATING AGENCY:**

- A. To provide facilities and employees for directed practice,
- B. Students may not take the responsibility nor be substituted for regular staff. Students are not to be paid for directed practice hours. Any employment must be outside practical affiliation time and not to interfere with academic responsibilities,
- C. To maintain an environment in which student learning can occur,
- D. Provide qualified personnel to work with students including supervision by an appropriate individual.
- E. Provide the student with adequate equipment space, reference materials, and supplies,
- F. Prepare a written evaluation according to the format established by the College and the Cooperating Agency.

**RESPONSIBILITIES OF BOTH PARTIES:**

It is mutually agreed that:

- A. If either party to the Agreement wishes to withdraw or alter in any way the Cooperating Agreement, it is understood that notice of at least four (4) months shall be given to the Participating Agency. Students enrolled in the course at the time notice is given shall have the opportunity to complete the full program offered in the curriculum,
- B. The agreement may be amended at any time by mutual consent of both parties. Further, both parties agree to comply with the Civil Rights Act of 1964 as amended; all civil rights laws of the State of Kansas, Section 504 of the Rehabilitation Act of 1973; and the Freedom of Information Act governing the privacy of student records; and agrees not to discriminate because of race, religion, color, sex, national origin, ancestry, or handicap,
- C. To instruct students on the importance of respecting the confidentiality of information,
- D. To counsel students in the event of unethical or unbecoming conduct. The Cooperating Agency will notify the Associate Dean of Technical Programs of any student whose performance is unsatisfactory or whose health status deters the student from successful completion of required practical work,
- E. Participate in regular conferences and evaluate job experiences,
- F. Assist each other in monitoring the standards necessary to meet the competencies designated by the I.F.S.T.A.

**FOR THE BOARD**

**FOR THE COOPERATING AGENCY**

\_\_\_\_\_  
Richard Drum, President  
Dodge City Community College

\_\_\_\_\_  
John Deardoff  
City Manager

\_\_\_\_\_  
Gary T. Ward  
Associate Dean of Instruction

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: January 12, 2010*

*Subject: SOS Addition Final Plat  
Agenda Item: New Business*

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**Recommendation:** The Dodge City Zoning Board met December 15, 2009 to review the Final Plat of SOS Addition. They are recommending that this plat be approved. City staff also concurs with this recommendation.

**Background:** Kevin Noll, L.S. submitted an application on behalf of the owner, Jerry Soderberg on November 9, 2009 for this minor plat. The Development Services Committee reviewed this plat and comments were furnished to the Zoning Board. The Zoning Board met December 15, 2009 to recommend approval of this plat.

**Justification:** This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** To create additional lots available for sale and redevelopment.

**Legal Considerations:** None

**Attachments:** Final Plat of SOS Addition.

# Memorandum

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Mike Klein, Superintendent of  
Public Works*

*Date: January 13, 2010*

*Subject: CH2M Hill OMI Contract  
Amendment*

*Agenda Item: New Business*

---

**Recommendation:**

It is staff recommendation to accept the contract amendment from CH2M Hill OMI for a 2% increase to cover the additional operating cost of \$21,325.80 for 2010. Please find attached for your review and ratification the CH2M Hill OMI contract amendment.

2009 annual contract fee	\$1,066,290.00
2009 monthly fee	\$88,857.50
Proposed 2010 annual contract fee	\$1,087,615.80
Proposed 2010 monthly fee	\$90,634.65

**Background:**

Each year the City is required to negotiate OMI's contract for services, operations and maintenance of the Wastewater Treatment Facility. The initial term of the agreement is for a period of five years commencing on January 1, 2007 through December 31, 2011. Base fee adjustments shall be negotiated based on increases or decreases in labor & benefits, chemicals, repairs, modifications to the scope of services and other direct cost to CH2M Hill OMI.

OMI maintains the Wastewater Treatment Facility, 10 lift stations, 8 grinder pump stations, pig and clean three 15 inch and one 20 inch sewer transmission lines semi annually and 60 air-vacs. OMI also maintains 33 miles of 15 inch, 11 miles of 20 inch and 3 miles of 8 inch sewer lines. This past year OMI received the Plant of the Year Award and Safety Award from Kansas Water Environment Association for the operations of the Wastewater Treatment Facility.

**Justification:**

The additional operating cost is for a cost living and benefits adjustment for OMI's seven full time employees. In addition, OMI has accepted the responsibility for the operations and maintenance of the new casino lift station, backup generator, and five air-vacs on the force main from the casino, which is out side the original scope of services. The City has instructed OMI to research and train their staff on the operation and maintenance of the new Wastewater Reclamation Facility. OMI continues to be very professional and a part of our team. OMI's staff is very knowledgeable and maintains our Wastewater facility in a first class manner.

**Financial Considerations:**

2010 Budget Fund and Amount: 510-4220-442-20-03, Wastewater Treatment Professional Fees, \$1,174,200.00.

OMI is required to pay for the acquisition and application of gypsum not to exceed \$150,000, to pay for repairs, cost not to exceed \$105,000, and pay Servi Tech \$37,500 for soil testing for the 2010 calendar year.

**Purpose/Mission:**

The mission of the Wastewater Treatment Facility is to provide a safe and sanitary system to protect the public and to comply with Kansas Department of Health and Environment permits, regulations testing and reporting.

**Legal Considerations:**

Contract agreement for the Operation, Maintenance and Management Services for the Wastewater Treatment Facilities for the City of Dodge City entered into March 1, 2007

**Attachments:**

OMI cover letter and contract amendment number 3.

OMI, Inc.  
P.O. Box 1336  
100 McCaustland #1  
Dodge City, KS 67801  
Tel 620.225.4200  
Fax 620.225.4602



Mr. Mike Klein  
Public Works Superintendent  
P.O. Box 880  
Dodge City, KS 67801

Dear Mike,

Attached for your review and the City's approval is the new contract amendment beginning January 1, 2010. The new contract fee adjustment represents an increase of approximately 2% to cover an additional \$21,325.80 increase in our operating cost for the year 2010.

Current annual contract fee	\$1,066,290.00
Current monthly fee	\$ 88,857.50
Proposed 2010 annual contract fee	\$1,087,615.80
Proposed 2010 monthly fee	\$ 90,634.65

The additional operating cost can be contributed to the cost of operating and maintaining the new casino lift station, backup power generator, and 5 air-vacs on the force main from the casino. In addition to this there are cost of living adjustments for staffing and additional training for some of the staff to learn to operate the new plant.

If you have any questions or comments on this amendment, we would welcome the opportunity to discuss them with you.

Ben F. Looney  
Project Manager



AMENDMENT NO. 3  
to the  
AGREEMENT  
for  
OPERATIONS, MAINTENANCE, AND  
MANAGEMENT SERVICES

THIS AMENDMENT is made and entered into this 1st day of January, 2010, by and between The City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City Kansas 67801 and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9193 South Jamaica Street, Suite 400, Englewood, CO 80112. This Amendment No. 2 to the Agreement dated the 1st Day of March 2007, between Owner and CH2M HILL OMI.

Owner and CH2M HILL OMI agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Paragraph E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:
  - E.1.1 Owner shall pay to CH2M HILL OMI as compensation for Services performed under this Agreement a Base Fee of One Million Eighty Seven Thousand Six Hundred Fifteen Dollars and Eighty Cents (\$1,087,615.80) for the 2010 calendar year of this Agreement. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.
  
2. Paragraph E.1.4 in Appendix E is deleted in its entirety and replaced with the following Article E.1.4 in Appendix E:
  - E.1.4 The total amount CH2M HILL OMI shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000) for the calendar year January 1, 2010 to December 31, 2010. CH2M HILL OMI shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay CH2M HILL OMI for all monies in excess of such limit. CH2M HILL OMI will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.
  
3. Paragraph E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:
  - E.1.5 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of One Hundred and Five Thousand Dollars (\$105,000) during year January 1, 2010 to December 31, 2010. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost are less than the annual Repairs Limit during the calendar year. In the event the Repairs Limit is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for the amounts exceeding the Repairs Limit and Owner shall pay CH2M HILL OMI for all Repair Cost in excess of such limit.

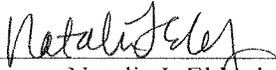
All other terms and conditions of the original March 1, 2007 Agreement remain in effect. The Parties hereby approve this Amendment No. 3 as is indicated by the signatures of their authorized representatives, below.

OPERATIONS MANAGEMENT  
INTERNATIONAL, INC.

CITY OF DODGE CITY, KANSAS

Authorized signature:

Authorized signature:

  
\_\_\_\_\_  
Name: Natalie L. Eldredge  
Title: Vice President and  
Business Manager

\_\_\_\_\_  
Name: Ken W. Strobel  
Title: City Manager

Date: 12/11/09

Date: \_\_\_\_\_

*CRB  
12-10-09*

# Memorandum

To: City Manager  
Assistant City Manager  
City Commissioners

From: Paul Lewis 

Date: January 14, 2010

Subject: Mariah Hills Golf Carts

Agenda Item: New Business

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**Recommendation:** Staff recommends purchasing ten (10) used golf cars and one range picker from Masek Golf Cars in the amount of \$33,100.

**Background:** To provide rental cars at Mariah Hills, the City currently leases 20 Yamaha golf cars. It is a lease/purchase agreement with two payments remaining at the conclusion of which the City will own the cars.

The current 20 cars are not sufficient to cover total demand for busier weekend play and events scheduled for the course. To meet that need, over this past year golf cars were rented on eight to ten occasions at a total cost of over \$11,000. In order to reduce or eliminate that expense, staff contacted Masek Golf Cars the fleet representative for Yamaha, to check on the availability of acquiring ten additional cars similar to the 2007 model currently under lease.

At the same time we asked about the availability of a used range picker for the driving range. The machine now being used to pick balls on the driving range is a converted 1990 fairway mower. Besides not being designed for that purpose the machine is long past its expected life and it no longer starts without hot-wiring around the switch among several mechanical failings.

**Justification:** Purchasing ten additional cars eliminates the need to rent cars except during three major events. The cost savings amounts to \$8,000 annually and allows us to fully reap the benefits of our car rental business which generated over \$50,000 in income in 2009.

The ten cars recommended for purchase are 2007 models and match the existing fleet. In order to substantiate the cost quotation from Masek, staff solicited quotes from other golf car vendors. The cost provided by Masek was \$2,895 per car and in comparison, staff received a quote from Kansas Golf and Turf for 2007 EZ-GO cars at a cost of \$2,900 per car.

**Financial Considerations:** Funds for this purchase are available in the MERF. This is not a budgeted expenditure for 2010 however due to the immediate cost reductions that can be realized, we are suggesting that it be moved to a priority status.

In the initial contact with Masek, we asked about the option of adding the additional cars to the original lease and extending that agreement. The proposal they provided extended the agreement by two years and raised the total payout almost \$40,000. The interest rate they quoted was not appealing and returns on our own money are such that a cash purchase is more to the City's advantage.

**Purpose/Mission:** This purchase is consistent with the City's core value of Ongoing Improvement in that it provides for a reduction in the operating costs for Mariah Hills and improves the profitability of the course's car rental operation.

**Legal Considerations:** None

**Attachments:** Masek Golf Cars quote  
Kansas Golf & Turf quote

**Paul Lewis**

---

**From:** Justin Allred [jallred.masekgolfcars@yahoo.com]  
**Sent:** Wednesday, December 09, 2009 10:09 AM  
**To:** Paul Lewis  
**Cc:** Joe Masek  
**Subject:** Mariah Hills, Additional numbers for Yamaha Golf Car Quote

Paul,

Here is the break down of numbers for the Yamaha Golf Cars. Sorry it took a few days, I was down in Kansas and Eastern Nebraska when the winter storm came through.

To buyout the existing lease: \$34,780

The ten additional golf cars: \$28,950

Ball picker: \$4150

Total financed: \$67,880

Let me know if there is anything else I can do for you.

Thanks,

---

*Justin Allred*

District Sales Manager  
Masek Golf Car Company  
425 M Street  
Gering, NE 69341  
Office: 800 800 8987 ext. 102  
Cell: 308 672 8593  
[jallred.masekgolfcars@yahoo.com](mailto:jallred.masekgolfcars@yahoo.com)  
[www.masekgolfcars.com](http://www.masekgolfcars.com)

# KANSAS GOLF AND TURF

**GOLF CARS AND TURF EQUIPMENT**

Mike Simon  
 5701 N. Chuzy Dr  
 Wichita, KS 67219  
 Cell (620) 242-5039  
 Direct (316) 267-9111

TO: City of Dodge City  
 Mariah Hills

<u>Terms</u>	<u>Quote Date</u>
net 20	1/7/2010
<u>Quote Effective Until</u>	
30 days	

**PRICE QUOTATION**

QTY	MODEL #	DESCRIPTION	SALE PRICE
10	TXT	2007 EZ-GO Gas White with Tan Seats Tan Tops	each \$ 2,900.00
10	TXT	2005 EZ-GO Gas White with Tan Seats Tan Tops	each \$ 2,400.00

SUBTOTAL  
 TAX  
 TOTAL

# *Memorandum*

*To: City Commissioners*  
*From: Ken Strobel, City Manager*  
*Cherise Tieben, Assistant City Manager*  
*Date: January 15, 2010*  
*Subject: Southwest Kansas Coalition*  
*Lobbyist Agreement*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends approval of the Southwest Kansas Coalition Agreement with Jennison Government Services in the amount of \$17,000.00

**Background:** Beginning in 2009 the Southwest Kansas Coalition comprised of Dodge City, Garden City and Liberal began contracting with a registered lobbyist in order to have our legislative policy addressed in Topeka.

**Justification:** By utilizing a lobbyist, we better prepare ourselves to take advantage of opportunities as they present themselves in the legislative session. In addition, the concerns of the major Southwest Kansas communities are better represented on a daily basis with the legislators.

**Financial Considerations:** We are responsible for \$5,666.67 of the \$17,000.00 agreement. The funds were budgeted for under the "Other Professional Fees" line item in the City Commission budget.

**Purpose/Mission:** In order to prepare for our communities future, we must be prepared to present our interest before the state legislator in addition to protecting our existing interests.

**Legal Considerations:** None

**Attachments:** Jennison Government Services Agreement

# Jennison Government Services

This Independent Contractor Agreement (the "Agreement") is entered into by and between Jennison Government Services (the "Consultant"), and Southwest Kansas Coalition (the "Client").

## RECITALS

WHEREAS, the Client is in need of assistance in the area of government affairs and WHEREAS, Consultant has agreed to perform consulting work for the Client in government affairs services and other related activities for the Client;

NOW, THEREFORE, the parties hereby agree as follows:

**1. Consultant's Services.** Consultant shall be available and shall provide to the Client professional services in the area of government affairs ("Consulting Services") as needed and requested.

### **2. Consideration.**

**A. RATE.** In consideration of the Services to be performed by Consultant under this Agreement the Client will pay Consultant the flat rate of \$4,000.00 per month during the legislative session (four months). If Consultant's services are required by Client in the interim a flat rate, not to exceed \$4,000.00 per month, can be negotiated or an hourly rate of \$100.00 will be applied. The Client shall pay Consultant the amounts due pursuant to submitted invoices received by the Client.

**B. EXPENSES.** Additionally, the Client will pay Consultant for the following expenses: lobbyist registration fee for Client's interest; Hospitality, not to exceed \$1,000.00 per year unless prior approval by client is granted; travel expenses. (all travel by Consultant will be pre approved by Client);

Consultant shall submit written documentation and receipts where available itemizing the dates on which expenses are incurred. The Client shall pay Consultant the amounts due pursuant to submitted reports when a report is received by the Client.

**3. Independent Contractor.** Nothing contained herein or any document executed in connection herewith, shall be construed to create an employer-employee partnership or joint venture relationship between the Client and Consultant. Consultant is an independent contractor and not an employee of the Client or any of its subsidiaries or affiliates. The consideration set forth in Section 2 shall be the sole consideration due Consultant for the services rendered hereunder. It is understood that the Client will not withhold any amounts for payment of taxes from the compensation of Consultant hereunder. Consultant will not represent to be or hold itself out as an employee of the Client and Consultant acknowledges that he shall not have the right or entitlement in or to any of the pension, retirement or other benefit programs now or hereafter available to the Client's regular employees. Any and all sums subject to deductions, if any, required to be withheld and/or paid under any applicable state, federal or municipal laws or union or professional guild regulations shall be Consultant's sole responsibility and Consultant shall indemnify and hold Client harmless from any and all damages, claims and expenses arising out of or resulting from any claims asserted by any taxing authority as a result of or in connection with said payments.

**4. Confidentiality.** In the course of performing consulting services, the parties recognize that Consultant may come in contact or become familiar with information which the Client or its subsidiaries or affiliates may consider confidential. Consultant agrees to keep all such information confidential and not to discuss or divulge it to anyone other than appropriate Client's personnel or their designees.

**5. Term.** This Agreement shall commence on Jan 1, 2010 and shall terminate on December 31 2010, unless earlier terminated by either party hereto. Either party may terminate this Agreement upon Thirty (30) days prior written notice. The Client may, at its option, renew this Agreement for an additional term of one year on the same terms and conditions as set forth herein by giving notice to Consultant of such intent to renew on or before November 1, 2010.

**6. Consultant's Taxpayer I.D. Number.** The taxpayer I.D. number of the Consultant is 26-3968197. The

Consultant will register with the Secretary of State to perform the agreed upon services enumerated herein.

**7. Representations and Warranties.** The Consultant will make no representations, warranties, or commitments binding the Client without the Client's prior consent.

**8. Legal Right.** Consultant covenants and warrants that he has the unlimited legal right to enter into this Agreement and to perform in accordance with its terms without violating the rights of others or any applicable law and that he has not and shall not become a party to any other agreement of any kind which conflicts with this Agreement. Consultant shall indemnify and hold harmless the Client from any and all damages, claims and expenses arising out of or resulting from any claim that this Agreement violates any such agreements. Breach of this warranty shall operate to terminate this Agreement automatically without notice as specified in Paragraph 5 and to terminate all obligations of the Client to pay any amounts which remain unpaid under this Agreement.

**9. The Waiver.** Failure to invoke any right, condition, or covenant in this Agreement by either party shall not be deemed to imply or constitute a waiver of any rights, condition, or covenant and neither party may rely on such failure.

**10. Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, in the first class mail of the United States properly addressed to the appropriate party at the address set forth below:

1. Notices as to Consultant: Robin Jennison • 2858 SW Plass Ave.. • Topeka, Ks 66611
2. Notices to the Client: Southwest Kansas Coalition

WHEREFORE, the parties have executed this Agreement as of the date written above.

Client:

By:   
\_\_\_\_\_

Date: \_\_\_\_\_

CONSULTANT:

By:   
\_\_\_\_\_

Date: 1/05/2010  
\_\_\_\_\_