

COMMISSION AGENDA

September 18, 2006 - 7:00 p.m.

Commission Chambers

MEETING NO. 4659

CALL TO ORDER

ROLL CALL

INVOCATION by Vernon Bogart of Ft. Dodge Chapel

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

VISITORS (Limit of 5 minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting, unless an emergency situation does exist)

CONSENT CALENDAR

1. Approval of Minutes of Regular Meeting of September 5, 2006
2. Approval of payment of bills.
3. Approval of Cereal Malt Beverage License for:
 - A. Kate's, 305 E. Trail Street
 - B. Convenience Plus #5, 2501 Central Avenue
 - C. Dillon Store #1, 1700 N. 14th(pending approval and inspections from Fire, Inspection and Police Departments)

ORDINANCES & RESOLUTIONS

Ordinance No.3422: An Ordinance to extend cable franchise agreement with Cox. Report by Director of Special Projects, Ryan Carpenter.

Resolution 2006-12: A Resolution authorizing the offering for sales of General Obligation Bonds, Series, 2006-A, of the City of Dodge City, Kansas. Report by Finance Director, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bid for Civic Center Parking Lot Project. Report by Park & Recreation Director, Paul Lewis.

2. Temporary suspension of alcohol license for listed businesses. Report by City Clerk, Nannette Pogue.
3. Approval of Project Agreement with the Kansas Department of Transportation for the Retirement of Debt for the Dodge City Depot Restoration Project. Report by Finance Director, Nannette Pogue.
4. Approval of Amendment No. 19 to the contract with OMI. Report by City Attorney, Ken Strobel.
5. Approval of contract for engineer's services for the St. Mary Soccer Complex expansion. Report by Park & Recreation Director, Paul Lewis.

OTHER BUSINESS

Commissioners
City Manager

ADJOURNMENT

MINUTES
September 5, 2006 - 7:00 p.m.
MEETING NO. 4658

MAYOR Jim Sherer called the regular meeting to order at 7:00 p.m.

RESPONDING TO ROLL CALL were Mayor Jim Sherer, Commissioners Terry Lee, Kent Smoll, Rick Sowers, and Jim Lembright.

INVOCATION was led by Vernon Bogart

The PLEDGE OF ALLEGIANCE was recited.

PETITIONS & PROCLAMATIONS

VISITORS (Limit of 5 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)

Vernon Bogart spoke for Meals on Wheels. He talked about the mill levied at the County level for Senior Citizens.

Nicole Brower of Wright Wonders 4-H Club presented the City of Character trait for the month of September – Diligence.

The CONSENT CALENDAR was approved on a motion by Commissioner Lee, seconded by Commissioner Sowers, by unanimous vote.

1. Approval of Minutes of Regular Meeting of August 21, 2006
2. Approval of payment of bills.
3. Approval of Change Order #3 for Wyatt Earp Reconstruction Project.

ORDINANCES & RESOLUTIONS

Ordinance No.3421: An Ordinance to rezone the west portion of Hi Court Townhouse from R-3 to C-0 was adopted on a motion by Commissioner Lembright, seconded by Commissioner Sowers, by unanimous vote.

UNFINISHED BUSINESS

NEW BUSINESS

1. The 2005 Audit and Financial Reports were approved on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by unanimous vote.

2. The final plat for Broce #1 Sub-Division was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, by unanimous vote.
3. A bid for Police Department heating/air conditioning roof top units from Ray Omo, Inc. in the amount of \$10,500 was approved on a motion by Commissioner Smoll, seconded by Commissioner Lee, by unanimous vote.
4. Jim Sherer, Kent Smoll, Jim Lembright, and Terry Lee were appointed as voting delegates and Jeff Pederson, Joe Finley, Mike Klein, and Ryan Carpenter were appointed alternates for the League of Kansas Municipalities Annual Conference on a motion by Commissioner Lee, seconded by Commissioner Lembright, by unanimous vote.
5. Discussion of possible public smoking ban. Report by City Manager, Jeff Pederson.

Lee Owens said he was excited to hear the City is considering implementing a public smoking ban. His reasons included:

1. Attract people to Dodge City
2. Encourage non-smokers to go out and eat.
3. Garden City has a smoking ban taking effect on Jan. 8, 2007
4. Health Issues

Commissioners would like more information from other cities on the subject.

OTHER BUSINESS

Mayor Sherer reminded everyone of the Liberty Garden Memorial Service at 6:00 p.m. on September 11, 2006. He also thanked Ryan Carpenter, staff and volunteers for the train station being open for travelers from the train. He said representatives from Liberal, Garden City and Dodge City are working on a Regional Transportation Plan.

Commissioner Sowers commented on the ceremony service held at Liberty Garden the previous Saturday when the piece of stone transported from the Pentagon arrived. He also said there will be a piece of rock from the Pennsylvania Crash Site of 9/11/01 as well. He thanked everyone involved.

Commissioner Lembright reiterated the ceremony on September 11 and thanked staff and those people who donated labor and material for the memorial.

City Manager, Jeff Pederson:

1. Reported the City & County briefs were filed for an opinion on the Declaratory Judgment on the Sales Tax Issue.
2. Commented on the bike path
3. Talked about fiscal policies
4. Updated on the progress of the discussions from staff and Commissioners regarding business licenses.
5. Reported the Civic Center Parking Lot Project bid opening is next week.

On a motion by Commissioner Lembright, seconded by Commissioner Sowers, the meeting adjourned by unanimous vote.

V. James Sherer, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Individual)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

COUNTY, KANSAS, SEP. 4, 2006

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 Riley E. Skaggs

(b) Age 63

(c) Place and date of birth Houston, TX Feb. 21, 1943, 20

(d) Residence address 1005 Miken "CD" Dodge City, KS. 67801

(e) I have been a resident of the State of Kansas 68 years.

I have been a resident of the City of Dodge City Ford County 57 years.

2. The premises for which the license is desired are located at 305 East Trail St. Dodge City, KS. 67801

(a) The legal description of said property is

(b) The street number is 305 East Trail St.

(c) The building to be used is

(d) The business will be conducted under the following name: Kato's

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

Riley E. Skaggs 1005 Miken "CD"

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

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

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

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

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

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

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

9. I have (), have not (checked), 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 (checked)

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

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

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

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

(a) If the answer is would not, explain what the fact or facts are that would cause your spouse to be ineligible.

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

A license fee of \$ is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, 08/02/2006

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

or

THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS.

GENTLEMEN—On behalf of the WES KAN OIL CO., INC. DBA CONVENIENCE PLUS #5

corporation whose principal place of business is 2501 N. CENTRAL AVE., DODGE CITY, KANSAS

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

1. The proposed licensee is WES KAN OIL CO., INC corporation with principal place of business at CONVENIENCE PLUS #5, 2501 CENTRAL AVE. DODGE CITY, KS The resident agent is CYNTHIA J. MILLER with offices at 2501 CENTRAL AVE. DODGE CITY, KS

4. The name and address of the owner or owners of the premises upon which the place of business is located is WES KAN OIL CO., INC. 130 W. PANCAKE, LIBERAL KANSAS 67901

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 owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which: (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

Said corporation was incorporated on 9-24-64 A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (X), No ()

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

(SEE ATTACHMENTS)

3. The premises for which the license is desired are located at 2501 CENTRAL AVE., DODGE CITY, KANSAS

(a) The legal description of the premises is N.E. QUARTER OF SECTION 23, TOWNSHIP 26, RANGE 25

(b) The street number is 2501 CENTRAL AVENUE

(c) The building is described as CONVENIENCE PLUS #5

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

WES KAN OIL CO., INC. DBA CONVENIENCE PLUS #5

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

Name CYNTHIA J. MILLER

Address 2501 CENTRAL, DODGE CITY, KANSAS

Residence 10452 116 RDM BOX 391M DODGE CITY, KS

Length of residence within this city or county in which the application is being made 5 YEARS 9 MONTHS

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

Date and place of birth 6-21-49 LAJUNTA, CO.

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 our hereinafter.

7. 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 be consumption on the premises. (X).

A license fee of \$ 125.00 is enclosed herewith.

(This form prepared by the Attorney General's offices)

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Hutchinson, Reno, COUNTY, KANSAS, September 11, 2006

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

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford, COUNTY, KANSAS

GENTLEMEN—On Behalf of the Dillon Stores, Div. of Dillon Co., Inc. (a wholly owned subsidiary of the Kroger Co)

corporation whose principal place of business is 2700 E. 4th, Hutchinson, Ks. 67501

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

1. The proposed licensee is Dillon Stores Div. of Dillon Co., Inc. corporation with principal place of business at 2700 E. 4th, Hutchinson, Ks. 67501
The resident agent is C. T. Corporation Sys. with offices at 515 S. Kansas, Topeka, Ks. 66603
Said corporation was incorporated on 5/13/21
A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this count.
Yes (XX). No ().

upon which the place of business is located is Dillon Real Estate, 2700 E. 4th Hutchinson, Ks. 67501

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

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 owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:
(A) has had a retailer's license revoked under K.S.A. 412708 and amendments thereto: or
(B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

3. The premises for which the license is desired are located at 1700 North 14th, Dodge City, Ks 67801
(a) The legal description of the premises is 4.96 A in Section 26-26-25
(b) The street number is 1700 North 14th
(c) The building is described as Concrete Block
(d) The corporate business under the license will be conducted in the name of the corporation or in the following name: Dillon Stores, Division of Dillon Co., Inc.
Dillon Store # 1

6. The place of business will be conducted by the following manager or agent:
Name Moe Lang
Address 1700 North 14th, Dodge City, Ks 67801
Residence 2702 Hennessey Court, Dodge City, KS 67801
Length of residence within this city or county in which the application is being made since May 2002.
Method of obtaining U. S. citizenship together with date of naturalization if such is the method birth
Date and place of birth 6-15-53 WaKeeney KS

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

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

4 The name and address of the owner or owners of the premises

A license fee of \$ 1250 is enclosed herewith

Memorandum

To: Jeff Pederson, City Manager
cc: City Commission
From: Ken W. Strobel, City Attorney
Date: September 12, 2006
Subject: Cox Cable Franchise Extension

Jeff,

After reviewing the provisions of the recently adopted state legislation regarding video proprietor franchises, an extension period for the city longer than when the state law takes effect is not going to provide any particular advantage for the city.

During the extension, both the city and Cox will need to evaluate carefully the new legislative provisions relating to the newly created "state-wide franchise" and make decisions concerning what would be the best way to proceed in the future. In addition, hopefully we will soon have some additional clarification regarding federal activity concerning local franchising authority, as well as more specific information and regulations to be developed under the state franchising statute.

In the interim, however, I would recommend the proposed ordinance, as presented by Cox be adopted by the City Commission.

ORDINANCE NO. 3422

AN ORDINANCE AMENDING SECTION 8.8 OF ORDINANCE NO. 3193, THE CABLE T.V. SYSTEM FRANCHISE, DATED January 1, 1997, THEREBY EXTENDING THE TERM OF SUCH ORDINANCE AND FRANCHISE AGREEMENT UNTIL December 19, 2006.

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

Section 1: Section 8.8 of the Cable TV System Franchise Agreement dated January 1, 1997, being Ordinance No. 3193, is hereby amended by striking the present language of said section and substituting the following in lieu thereof:

Section 8.8 Effective Date: The effective date of this Franchise is January 1, 1997, pursuant to the provisions of applicable law. This franchise shall expire on December 19, 2006, unless extended or shortened by the mutual agreement of the parties.

Section 2: This ordinance shall take full force and effect upon receipt of written approval of such amendment by the Grantee of said franchise, and following publication of this ordinance in the official City newspaper.

Passed by the governing body of the City of Dodge City, Kansas, and approved by the Mayor this ____ day of _____, 2006.

MAYOR

ATTEST:

CITY CLERK

September 13, 2006

MEMO

TO: Jeff Pederson, City Manager

FROM: Nannette Pogue

SUBJECT: Resolution No. 2006-12

Resolution No. 2006-12 authorizes the City of Dodge City to offer for sale General Obligation Bonds to fund projects that the City Commission approved earlier in the year. Those three projects are Avenue A widening, street resurfacing of residential streets and phase I of the Civic Center parking lot. The resolution offers \$1,095,000 of principal amount of General Obligation Bonds; approves the Preliminary Official Statement; authorizes the City Clerk along with the financial advisor, "Stifel, Nicolaus & Co., Inc. and bond counsel, Gilmore & Bell, P.C., to publish a summary notice of bond sale in the Dodge City Daily Globe and the Kansas Register. The resolution also authorizes the Mayor, City Clerk and other officers or representatives of the City of Dodge City to take any other actions necessary to carry out the public sale of the bonds. Below is a timetable for completion of the sale of bonds

**CITY OF DODGE CITY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2006**

SEPTEMBER

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCTOBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

NOVEMBER

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 18, 2006

Call Bond Sale and Approve Form of Preliminary Official Statement

September 21, 2006

Submit Publication of Bond Sale to Kansas Register

September 28, 2006	Publish Bond Sale
October 16, 2006	Bond Sale
October 16, 2006	Award Bonds
November 1, 2006	Closing

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

RESOLUTION NO. 2006-12

RESOLUTION AUTHORIZING THE OFFERING FOR SALE OF GENERAL OBLIGATION BONDS, SERIES 2006-A, OF THE CITY OF DODGE CITY, KANSAS.

WHEREAS, the City of Dodge City Kansas (the "Issuer"), has heretofore authorized certain internal improvements described as follows (the "Improvements"):

<u>Project Description</u>	<u>Res No.</u>	<u>Authority</u>	<u>Amount</u>
Main Trafficway - Avenue A	2006-07	K.S.A. 12-685 <i>et seq.</i>	\$ 165,000
Street Resurfacing	2006-08	K.S.A. 13-1038 <i>et seq.</i>	520,000
Public Building - Civic Center Parking	2006-11	K.S.A. 12-1736 <i>et seq.</i>	<u>450,000</u>
<i>Total:</i>			\$1,135,000

WHEREAS, the Issuer desires to issue its general obligation bonds in order to permanently finance a portion of the costs of such Improvements; and

WHEREAS, the Issuer desires to approve a preliminary official statement and notice of bond sale and to authorize the distribution thereof and all other preliminary action necessary to sell said general obligation bonds.

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

Section 1. The Issuer is hereby authorized to offer at competitive public sale \$1,095,000 principal amount of General Obligation Bonds, Series 2006-A (the "Bonds") as described in the Notice of Bond Sale, which is hereby approved in substantially the form presented to the governing body this date.

Section 2. The Preliminary Official Statement, dated September 18, 2006, is hereby approved in substantially the form presented to the governing body this date, with such changes or additions as the Mayor and Clerk shall deem necessary and appropriate, and such officials and other representatives of the Issuer are hereby authorized to use such document in connection with the public sale of the Bonds.

Section 3. The Clerk, in conjunction with Stifel, Nicolaus & Company, Inc., Wichita, Kansas ("Financial Advisor") and Gilmore & Bell, P.C., Wichita, Kansas ("Bond Counsel"), is hereby authorized and directed to give notice of said bond sale by publishing a summary of the Notice of Bond Sale not less than 6 days before the date of the bond sale in a newspaper of general circulation in Ford County, Kansas, and the *Kansas Register* and by distributing copies of the Notice of Bond Sale and Preliminary Official Statement to prospective purchasers of the Bonds. Bids for the purchase of the Bonds shall be submitted upon the terms and conditions set forth in said Notice of Bond Sale, and shall be delivered to the governing body at its meeting to be held on such date, at which meeting the governing body shall review such bids and shall award the sale of the Bonds or reject all bids.

Section 4. For the purpose of enabling the purchaser of the Bonds (the "Purchaser") to comply with the requirements of Rule 15c2-12 of the Securities Exchange Commission (the "Rule"), the

appropriate officers of the Issuer are hereby authorized: (a) to approve the form of said Preliminary Official Statement, and to execute the "Certificate Deeming Preliminary Official Statement Final", in substantially the form attached hereto as *Exhibit A*, as approval of the Preliminary Official Statement, such official's signature thereon being conclusive evidence of such official's and the Issuer's approval thereof; (b) covenant to provide continuous secondary market disclosure by annually transmitting certain financial information and operating data and other information necessary to comply with the Rule to certain national repositories and the Municipal Securities Rulemaking Board, as applicable; and (c) take such other actions or execute such other documents as such officers in their reasonable judgment deem necessary; to enable the Purchaser to comply with the requirement of the Rule.

Section 5. The Issuer agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(3) and (4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 6. The Financial Advisor is hereby authorized to submit a bid or participate in a syndicate submitting a bid for the purchase of the Bonds.

Section 7. The Mayor, Clerk and the other officers and representatives of the Issuer, the Financial Advisor and Bond Counsel are hereby authorized and directed to take such other action as may be necessary to carry out the public sale of the Bonds.

Section 8. This Resolution shall be in full force and effect from and after its adoption.

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ADOPTED by the governing body on September 18, 2006.

(SEAL)

Mayor

ATTEST:

Clerk

EXHIBIT A

CERTIFICATE DEEMING
PRELIMINARY OFFICIAL STATEMENT FINAL

September 18, 2006

To:

Re: \$1,095,000 City of Dodge City, Kansas, General Obligation Bonds, Series 2006-A

Ladies and Gentlemen:

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

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

Very truly yours,

CITY OF DODGE CITY, KANSAS

By: _____
Title: Mayor

By: _____
Title: Clerk

SUMMARY NOTICE OF BOND SALE

\$1,095,000

CITY OF DODGE CITY, KANSAS GENERAL OBLIGATION BONDS, SERIES 2006-A

(GENERAL OBLIGATION BONDS PAYABLE FROM UNLIMITED AD VALOREM TAXES)

Bids. SUBJECT to the Notice of Bond Sale dated September 18, 2006, written and electronic bids will be received on behalf of the Clerk of the City of Dodge City, Kansas (the "Issuer") in the case of written bids, at the address set forth below, and in the case of electronic bids, through **PARITY**[®] until 2:00 p.m., Central Daylight Time, on **OCTOBER 16, 2006** for the purchase of the above-referenced bonds (the "Bonds"). No bid of less than [___%] of the principal amount of the Bonds and accrued interest thereon to the date of delivery will be considered.

Bond Details. The Bonds will consist of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. The Bonds will be dated November 1, 2006, and will become due on September 1 in the years as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2007	\$ 95,000	2012	\$110,000
2008	100,000	2013	115,000
2009	100,000	2014	120,000
2010	100,000	2015	125,000
2011	105,000	2016	125,000

The Bonds will bear interest from the date thereof at rates to be determined when the Bonds are sold as hereinafter provided, which interest will be payable semiannually on March 1 and September 1 in each year, beginning on March 1, 2007.

Book-Entry-Only System. The Bonds shall be registered under a book-entry-only system administered through DTC.

Paying Agent and Bond Registrar. Treasurer of the State of Kansas, Topeka, Kansas.

Good Faith Deposit. Each bid shall be accompanied by a good faith deposit in the form of a cashier's or certified check drawn on a bank located in the United States of America or a qualified financial surety bond in the amount of \$21,600 (2% of the principal amount of the Bonds).

Delivery. The Issuer will pay for printing the Bonds and will deliver the same properly prepared, executed and registered without cost to the successful bidder on or about **November 1, 2006**, to DTC for the account of the successful bidder .

Assessed Valuation and Indebtedness. The Equalized Assessed Tangible Valuation for Computation of Bonded Debt Limitations for the year 2006, is \$_____. The total general obligation indebtedness of the Issuer as of the date of delivery of the Bonds, including the Bonds being sold, is \$15,245,000.

Approval of Bonds. The Bonds will be sold subject to the legal opinion of GILMORE & BELL, P.C., WICHITA, KANSAS, Bond Counsel, whose approving legal opinion as to the validity of the Bonds will be furnished and paid for by the Issuer, printed on the Bonds and delivered to the successful bidder as and when the Bonds are delivered.

Additional Information. Additional information regarding the Bonds may be obtained from the undersigned, or from the Financial Advisor, at the addresses set forth below:

DATED: September 18, 2006.

Written Bid and Good Faith Deposit Delivery Address:

City Hall
806 2nd Avenue, P.O. Box 880
Dodge City, Kansas 67801
Phone No. (620) 225-8100
Fax No. (620) 225-8144
Email: nannette@dodgecity.org

Financial Advisor -Facsimile Bid and Good Faith Deposit Delivery Address:

Stifel, Nicolaus & Company, Inc.
301 N. Main, Suite 1800
Wichita, Kansas 67202
Attn: Patricia Hinojos
Phone No. (316) 337-8498
Fax No. (316) 337-8492
Email: hinojosp@stifel.com

City of Dodge City

Memorandum

September 12, 2006

TO: Jeff Pederson, City Manager

FROM: Paul Lewis, Director of Parks and Recreation

RE: Civic Center Parkinglot Reconstruction, PK 0603
Bid Recommendation

Funds: GOB

Budgeted amount: \$450,000.00

On Tuesday, September 12, 2006, bids were received and read at 2:00 p.m. for the above referenced project.

The following bids were received:

Contractor	Bid Amount
JAG Const. Co.	\$390,441.05
Dobson Brothers Const. Co.	\$525,910.60
<i>Engineer's Estimate</i>	<i>\$456,723.25</i>

The Engineer's estimate for this project was \$456,723.25. The low bid submitted by JAG Construction Co. is \$66,282.20 below the Engineer's estimate.

Staff would recommend awarding the project to **JAG Construction Co., Inc., in the amount of \$390,441.05**. Funds for this project will come from the bonds that were issued earlier this year. JAG anticipates beginning the project around October 16, 2006.

If you have any questions, please let me know.

JF/jlg

Memorandum

To: City Commission
From: Jeff Pederson, City Manager
Date: Wednesday, September 13, 2006
Subject: Temporary Suspension of license

Attached is a letter from Police Chief, John Ball, regarding violations of sale of alcohol by local business. Chief Ball's letter gives recommendations for the temporary suspension of alcohol licenses to those businesses in violation. The Chief's requests are consistent with our City of Dodge City Code penalties for the violations, and therefore I recommend the Commission take action to invoke the sanctions.



POLICE DEPARTMENT

110 W. Spruce
Dodge City, Kansas 67801-4423
Phone 620-225-8126
Fax 620-225-8117

September 11, 2006

To: Jeff Pederson
Nannette Pogue

From: John K. Ball

RE: Suspension of License for local businesses

On June 30, 2006 officers of the Dodge City Police Department in conjunction with agents from Kansas Alcohol Beverage and Control conducted an operation at local businesses selling alcoholic beverages. This operation was part of the Department's JUDGE program (Juvenile Underage Drinking Group Education / Enforcement) intended to curtail the use of alcohol by underage individuals per Kansas statute. Underage individuals were teamed with law enforcement agents and checked local businesses to determine if they would sell alcoholic beverages to the minor. Ten local businesses sold to the minors. At this time, three have pled guilty to the offense and seven are pending trial. One business from the previous operation is still pending trial.

Per the Code of the City of Dodge City, the governing body has the authority to suspend the license of a business that violates any provisions of the City Code, including sale to a minor (3-209 and 3-311). It is the request of the Police Department that the following businesses be suspended for a period of one week as a result of the conviction for sale to a minor:

1. Loves Country Store 400 E. Wyatt Earp
2. Taco Jalisco 412 E. Wyatt Earp

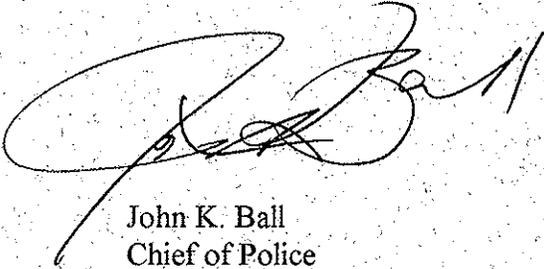
It is requested that the following business be suspended for a period of fifteen days for a second conviction of the ordinance involving sale to a minor.

1. Convenience Plus 2501 Central

The City of Dodge City wishes to inform our hearing impaired citizens that all City offices may be reached by calling our TTY phone at 620-225-8115 or by contacting the Kansas Relay Center at 1-800-766-3777.

The City is striving to ensure equal communication access to the hearing impaired.

On August 13, 2006 Officers of the Dodge City Police Department cited the clerk at King Kwik Mart for a violation of city ordinance 3-214 concerning sale of cereal malt beverage on Sunday. The clerk was found guilty on September 5, 2006. This business has a pending sale to a minor summons from an operation conducted August 19, 2006. It is requested that King Kwik Mart, 510 E. Wyatt Earp be suspended for a period of one week as a result of the conviction for the violation of city ordinance 3-214.

A handwritten signature in black ink, appearing to read "John K. Ball". The signature is stylized with large, sweeping loops and a long horizontal stroke at the bottom.

John K. Ball
Chief of Police

MEMO

TO: Jeff Pederson, City Manager

FROM: Nannette Pogue

SUBJECT: Approval of Agreement with KDOT

Attached is a copy of an agreement with the Kansas Department of Transportation for the Retirement of Debt for the Dodge City Depot Restoration project. In 2006, the Federal Highway Transportation monies included a grant to the City of Dodge City for retirement of debt for the Depot project. In 2004, Certificates of Participation were issued in the amount of \$2,030,000. Landmark National Bank bought those certificates in full. The Federal money available to the City for this project was \$2,000,000. This is a pass through grant to the Kansas Department of Transportation. When the Kansas Department of Transportation received the money, they are responsible for making the agreement with the City and passing on the money. Because we are a small part of a bigger story, the City will only receive \$1,816,000 of the \$2,000,000 granted. This is because the Federal Government gives money is cut back when it is ready to appropriate. The money is normally given over 5 years, but because our project is a reimbursement and already complete, the State is agreeing to give it in one payment. The agreement generally states that the City will be responsible for any money received over 5 years less than the 1,816,000 or will get any excess received by the State of Kansas over that amount. It also outlines the records they will need to have in order to receive this money.

Background.

Certificates of Participation were issued in February, 2004, to fund outstanding debt by the Boothill Repertory Company resulting from the restoration of the Depot. This restoration was funded by an ISTEA federal transportation grant. The outstanding debt by Boothill Repertory Company was the matching portion of the grant as well as some amounts not covered by the grant. The Certificates of Participation were issued in the amount of \$2,030,000 and bought by Landmark National Bank. They can be prepaid at anytime without penalty. The City leased this project from Landmark National Bank and is ultimately responsible for the payments. The Depot Theatre Company subleased the property from the City of Dodge City and agreed to make the Basic Rental Payments to the City of Dodge City who would in turn make the payments to Landmark National Bank. The Depot Theatre Company approached the City when these certificates were issued asking for assistance in making the payments for the first year or so, but that any payments made by the City in behalf of the Depot Theater Company would be made to the City at such time as they could afford to make those payments. To date, the City has made all of the payments to Landmark for 2005 and 2006. The total of these principal and interest payments is \$398,868.59. Current outstanding amount of the Certificates is

\$1,890,000. This is \$74,000 less than the \$1,816,000 that the State will give us for retirement of this debt. Also the interest will accrue from 8/01/2006, which was the last payment date.

I give you this background information because at some point in time, representatives of the Depot Theater Company will come to talk to the City Manager and City Commission about the debt to the City.

In the meantime, I recommend approval of this agreement with the State of Kansas. Once this agreement is approved, signed and sent back to the State of Kansas, the money will be available to retire the debt. If you have any questions or wish additional information, please let me know.

PROJECT NO. 29 KA-0633-01
HPD- A063(301)
HIGH PRIORITY PROJECT
DODGE CITY DEPOT DEBT RETIREMENT
CITY OF DODGE CITY, KANSAS

A G R E E M E N T

PARTIES: **DEBRA L. MILLER, Secretary of Transportation**, hereinafter referred to as the "Secretary"
Kansas Department of Transportation (KDOT)

The City of Dodge City, Kansas, hereinafter referred to as the "City"

PURPOSE: The Secretary is authorized by the current Federal-Aid Transportation Act to pass through federal High Priority Project (HPP) Funds to local governments to utilize such funds on eligible projects. The Secretary and the City are empowered by the laws of Kansas to enter into agreements for federal HPP funding under the current Federal-Aid Transportation Act. Under the terms of the current Federal-Aid Transportation Act and the rules and regulations of the Federal Highway Administration (FHWA), states and local governments are, under certain circumstances, entitled to receive assistance in the financing of eligible projects, provided however, that in order to be eligible for such federal-aid, such work is required by federal law to be done in accordance with the laws of the state.

PROJECT: The Secretary and the City desire to enter into this Agreement and take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal Transportation Act for this project, hereinafter referred to as the "Project", for the retirement of debt for the expenses incurred and associated with the Dodge City Depot Restoration project in Dodge City, Kansas, and is described as follows:

The Project scope is for the payment of debt that the City incurred as a result of the restoration of the Santa Fe Depot and Harvey House Dormitory during the execution of Transportation Enhancement (TE) projects: 29 TE-0061-01 and 29 TE-0080-01 and the debt incurred with the addition of the Depot Theatre.

EFFECTIVE

DATE: The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the ____ day of _____ 2006.

ARTICLE I

THE SECRETARY AGREES:

1. The Project shall use federal funds consisting of High Priority Project (HPP) funds as allocated by the Secretary to the Project.

HPP Funds

At the passage of the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU), the Project HPP apportioned funds were identified **as a maximum** of \$2,000,000 and that said \$2,000,000 is subject to being modified and reduced by federal action. The Secretary shall not be responsible for reimbursing the City for **any difference** between the original apportionment of \$2,000,000 and federal reduction in HPP funds for the Project. The City shall be solely responsible for **any such difference** in HPP funds for the Project.

The HPP funds are usually available for reimbursement to the City over a five (5) year period during the federal fiscal years 2005-2009 and are pro-rated at twenty percent (20%) annually subject to federal reduction. The City has requested that HPP funds be paid in one payment in federal fiscal year 2006 so as to reduce the amount of interest paid on the City's debt of \$2,500,000 for the Project. The Secretary agrees to make a single payment to the City in the amount of \$1,816,000, which is the maximum of \$2,000,000 reduced by an estimated 15% federal reduction. This payment of \$1,816,000 is equal to the amount currently appropriated in federal fiscal years 2005 and 2006, and the anticipated amount to be appropriated in federal fiscal years of 2007, 2008 or 2009 (See Table A, below).

Table A

FUNDING	FFY 2005	FFY 2006	FFY 2007	FFY 2008	FFY 2009
HPP	20%	20%	20%	20%	20%
	\$400,000	\$396,000	*\$340,000	*\$340,000	*\$340,000

* These federal funding figures are reduced by 15%, based on anticipated federal reductions.

If the actual amount appropriated for the federal fiscal years of 2007, 2008 or 2009 is either less or more that the estimated amount for any year as show in Table A, an adjustment will be made. If the actual amount appropriated for each federal fiscal year of 2007, 2008 or 2009, exceeds the estimated annual amount of \$340,000, the Secretary will make payment annually to the City for the difference for said year. If the annual appropriation is less that the estimated amount of \$340,000 for each of the federal fiscal years of 2007, 2008 or 2009, the Secretary will bill the City annually for the difference between \$340,000 and the actual appropriated amount for said year. In no event shall the Secretary's total reimbursement exceed **a maximum** of \$2,000,000 and any federal reduction.

ARTICLE II

THE CITY AGREES:

1. The Secretary is authorized by the City to take such steps as are deemed by the Secretary to be necessary or advisable for the purpose of securing the benefits of the current Federal-Aid Transportation Act for this Project.

2. To the extent permitted by law and subject to the maximum liability provisions of the Kansas Tort Claims Act, the City will defend, indemnify, hold harmless, and save the Secretary and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever arising out of or in connection with the provisions or performance of this Agreement by the City, the City's employees, or subcontractors. The City shall not be required to defend, indemnify and hold the Secretary harmless for negligent acts or omissions of the Secretary or his or her authorized representatives or employees.

3. That a duly appointed representative, or Chairperson of the City Commission is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of the Project undertaken under this Agreement.

4. The Project shall use federal funds consisting of High Priority Project (HPP) funds as allocated by the Secretary to the Project.

HPP Funds

At the passage of the *Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users* (SAFETEA-LU), the Project HPP apportioned funds were identified **as a maximum** of \$2,000,000 and that said \$2,000,000 is subject to being modified and reduced by federal action. The City agrees that the Secretary shall not be responsible for reimbursing the City for **any difference** between the original apportionment of \$2,000,000 and federal reduction in HPP funds for the Project. The City shall be solely responsible for **any such difference** in HPP funds for the Project. The HPP funds are usually available for reimbursement to the City over a five (5) year period during the federal fiscal years 2005-2009 and are pro-rated at twenty percent (20%) annually subject to federal reduction. The City has requested that HPP funds be paid in one payment in federal fiscal year 2006 so as to reduce the accumulation of interest on the City's debt of \$2,500,000 for the project. The City agrees to accept a single payment from the Secretary in the amount of \$1,816,000, which is the maximum of \$2,000,000 reduced by an estimated 15% federal reduction. This payment of \$1,816,000 is equal to the amount currently appropriated in federal fiscal years 2005 and 2006 and the anticipated amount to be appropriated in federal fiscal years of 2007, 2008 or 2009 (See Table A below).

**Table A
Pro-ration**

FUNDING	FFY 2005	FFY 2006	FFY 2007	FFY 2008	FFY 2009
HPP	20%	20%	20%	20%	20%
	\$400,000	\$396,000	*\$340,000	*\$340,000	*\$340,000

• These federal funding figures are reduced by 15%, based on anticipated federal reductions.

If the actual amount appropriated for the federal fiscal years of 2007, 2008 or 2009 is either less or more than the estimated amount for any year as shown in Table A, an adjustment will be made. If the actual amount appropriated for each of the federal fiscal years of 2007, 2008 or 2009, exceeds the estimated annual amount of \$340,000, the Secretary will make payment annually to the City for the difference for said year. If the annual appropriation is less than the estimated amount of \$340,000 for each of the federal fiscal years of 2007, 2008 or 2009, the Secretary will bill the City annually for the difference between \$340,000 and the actual appropriated amount for that year. The City agrees to be responsible *for at least a minimum* of twenty percent (20%) of the total debt *up to* a cost of \$2,500,000 for the Project and *any difference* between the original apportionment and federal reduction in HPP funds for the Project. The City shall be solely responsible for 100% of the debt that exceeds \$2,500,000 and any difference between the original apportionment and federal reduction in HPP funds for the Project.

5. To provide written documentation to the Secretary of payment of debt made with funds provided by this agreement.

6. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

ARTICLE III

THE SECRETARY AND THE CITY MUTUALLY AGREE:

1. That the estimated debt incurred for the Project exceeds \$2,500,000. It is further mutually agreed that the current maximum allowable reimbursable cost figure of \$1,816,000 is to be used for encumbrance purposes by KDOT; however adjustments may be made due to federal funding adjustments.

2. It is the policy of the Secretary to make any final payments to the City for services related to the Highway program in a timely manner. The Single Audit Standards set forth in Federal O.M.B. Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations and in 49 C.F.R. 18 (Common Rule), require that an audit be performed by an independent certified public accountant in accordance with those standards. All information audited shall comply with 49 C.F.R. 18 (Common Rule).

The Secretary may pay any final amount due for the authorized work performed based upon the City's most recent Single Audit Report available and a desk review of the claim by the Contract Audit Section of the Secretary's Bureau of Fiscal Services. The City, by acceptance of this Agreement, acknowledges that the final payment is subject to all single audits which cover the time period of the expenses being claimed for reimbursement. The Secretary and the City agree that as the Single Audit Report becomes available for the reimbursement period (normally should occur within a period of 1-2 years), that the Secretary will review the Single Audit Report for items which are declared as not been eligible for reimbursement. The City agrees that if payment has been made to the City for items subsequently found to be not eligible for reimbursement by audit, that the City will refund to the Secretary the total amount of monies paid for same. The City further agrees to make such payment to the Secretary within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

3. It is further understood that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the City and their successors in office.

4. It is expressly agreed that no third party beneficiaries are intended to be created by this Agreement, nor do the parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms of provisions of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first above written.

ATTEST:

THE CITY OF DODGE CITY, KANSAS

CITY CLERK

TITLE:

Kansas Department of Transportation
Debra L. Miller, Secretary of Transportation

(SEAL)

BY: _____
Jerome T. Younger, P.E.
Assistant Secretary and
State Transportation Engineer



INDEX OF ATTACHMENTS

- Attachment No. 1 - Civil Rights Act of 1964 & Rehabilitation Act of 1973
- Attachment No. 2 - Contractual Provisions Attachment

Attachment No. 1

KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment
To Contracts or Agreements Entered Into
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,
REHABILITATION ACT OF 1973, and any amendments thereto,
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments
thereto,
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following nine "Nondiscrimination Clauses".

CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) **Compliance with Regulations:** The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
 - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
 - (b) cancellation, termination or suspension of the contract, in whole or in part.

- (7) Disadvantaged Business Obligation
- (a) Disadvantaged Businesses as defined in the Regulations shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
 - (b) All necessary and reasonable steps shall be taken accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
 - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraph (1) through (8) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

Attachment No.2

State of Kansas
 Department of Administration
 DA-146a (Rev. 1-01)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Secretary of the Kansas Department of Transportation (KDOT), sufficient federal funds are not appropriated to meet the 80% reimbursement, KDOT and the City shall execute a Supplemental Agreement to either cancel the Project or adjust the responsibilities for funding of the Project for federal fiscal years 2005 through 2009 due to federal rescissions of funding during those years. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

AMENDMENT NO. 19
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE, AND MANAGEMENT SERVICES
for the
CITY OF DODGE CITY, KANSAS

THIS AMENDMENT NO. 19 to the Agreement for Operations, Maintenance and Management Services for the City of Dodge City, Kansas (the "Agreement") is made effective this 1st day of January, 2006, between the City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801-0880 and Operations Management International, Inc. (hereinafter "OMI") whose address for any formal notice is 9193 South Jamaica Street, Suite 400, Englewood, Colorado 80112.

NOW THEREFORE, Owner and OMI agree to amend the Agreement as follows:

1.1 Article 2.4 is deleted in its entirety and replaced with the following Article 2.4.

1.2 Provide and document all repairs for the project, provided the total amount OMI shall be required to pay does not exceed Sixty Five Thousand Dollars (\$65,000.00) for the contract year January 1, 2006 to December 31, 2006. The Owner shall pay for all repairs in excess of the repairs limit. OMI will notify the Owner when eighty percent (80%) of the budgeted repairs funds are spent.

1.1 A new Article 2.16 is added as follows:

1.2 *Acquire and* provide gypsum application on behalf of Owner, provided the total amount OMI shall be required to pay does not exceed One Hundred Fifty Thousand Dollars (\$150,000.00) for the contract year January 1, 2006 to December 31, 2006, *which amount is included in base fee as set forth in paragraph 4.1. The Owner shall be responsible for any such costs exceeding \$150,000.00.*

1.1 Article 4.1 is deleted in its entirety and replaced with the following Article 4.1:

1.2 The Owner shall pay to OMI as compensation for services performed under this Amendment a base fee of Nine Hundred Thirty Seven Thousand Seven Hundred Forty Dollars (\$937,740.00) for the contract year January 1, 2006 through December 31, 2006. ~~Subsequent years' base fee shall be determined as specified in Article 4.2. Upon each contract year~~

~~renegotiation, OMI~~ *Notwithstanding any other provisions of this Agreement to the contrary, the parties agree that this Agreement shall expire on December 31, 2006. In anticipation of a new Agreement being reached through good faith negotiations, the parties further agree that in the event a new Agreement is not in place by December 31, 2006, OMI will continue it's services to the Owner as provided herein for a period of not less than one calendar year from the above expiration date, unless earlier terminated by mutual written agreement, and shall continue to invoice Owner at the ~~previous~~ *above* amount until the new contract year price is agreed upon. Upon ~~written notice~~ *such* agreement between the parties as to the new contract year base fee, OMI shall issue an invoice retroactively adjusting the ~~previous~~ *above* base fee amount.*

This Amendment No. 19 together with the Agreement constitutes the entire agreement between the Parties and supersedes all prior oral and written understandings with respect to the subject matter set forth herein. Unless specifically stated all other terms and conditions of the Agreement shall remain in full force and effect. Neither this Amendment nor the Agreement may be modified except in writing signed by an authorized representative of the Parties.

The Parties, intending to be legally bound, indicate their approval of the Amendment by their signatures below.

**OPERATIONS MANAGEMENT
KANSAS
INTERNATIONAL, INC.**

CITY OF DODGE CITY,

Name: Roger B. Quale
Title: Sr. Vice President
Date:_____

Name: Jim Sherer
Title: Mayor
Date:_____



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 316/225-8160 • Fax: 316/225-8184

Memorandum

To: City Commissioners
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: September 13, 2006
Subject: Soccer Complex Engineering Services

A handwritten signature in black ink, appearing to be "P. Lewis".

Previously, staff solicited and interviewed potential engineering and architectural firms interested in providing design services for the proposed improvements to the St. Mary Soccer Complex. Based on those interviews, staff recommended the firm of Schwab-Eaton from Manhattan to the CFAB and that staff be directed to negotiate a contract. Attached with this memo is a proposed contract with Schwab-Eaton for design services for that project.

The recommendation for Schwab-Eaton was the result of an RFP soliciting interested firms followed by presentations and interviews. Interviews were conducted by a review committee consisting of Ray Slattery, City Engineer, Chris Curtis, Recreation Superintendent, Jeff McDaniel from the Park & Recreation Advisory Board and Don Pendergast from the SMPC Advisory Board and myself.

The committee recommended contracting with Schwab-Eaton because of specific experiences advantageous to this project. They developed the current master plan for St. Mary Complex and so they start with some familiarity of the site. They were also the engineering firm for the bicycle-pedestrian path project which ties into St. Mary and were somewhat involved with the original Why Not Dodge soccer project.

The proposed contract is based on a standard contract form used by the firm and provides for typical design services up to the point of project administration. Schwab-Eaton will survey the area, meet with staff and other parties regarding design issues, update the master plan, provide preliminary designs, progress drawings and cost estimates, provide construction documents and assist with project bidding. Once the work begins, a separate contract for project administration and observation will be negotiated.

The cost for these services detailed in this contract is \$108,700 which is approximately 8.5% of the estimated construction cost. Administration and observation should add another 2% - 3% or \$40,000 bringing the final cost for engineering services to around \$150,000 which was included in the project estimate.

This work will be funded from Why Not Dodge sales tax receipts and funds are available for this expense. Staff recommends approving the contract with Schwab-Eaton, subject to review by the City Attorney. If there are any questions I'll be happy to answer them or provide additional information if necessary.

AGREEMENT

between

SCHWAB-EATON, P.A., CONSULTING ENGINEERS

and

CITY OF DODGE CITY, KANSAS

This AGREEMENT, made and entered into by and between Schwab-Eaton, P.A., Consulting Engineers, Manhattan, Kansas, party of the first part (hereinafter called the Engineer) and the City of Dodge City, Kansas, party of the second part (hereinafter called the Owner).

WHEREAS, the Owner is authorized and empowered to contract with the Engineers for the purpose of obtaining detailed plans and specifications and other professional engineering services for the Project generally described as

St. Mary Soccer Complex Improvements: The existing facilities consist of four regulation-size soccer fields, a restroom/concession facility, and parking for approximately 60 cars. The most recent improvements were constructed in 2000. A master plan was prepared for the St. Mary campus shortly after development of the most recent soccer facilities, which included other improvements to the site. The existing master plan will be updated as a part of the proposed Project.

Improvements will generally include renovation of existing fields and the addition of four to five fields, parking facilities, restrooms/concessions (similar to recent facilities constructed at Wright Park), and various site amenities and supportive utility infrastructure. Two vacant dormitory buildings were demolished in Spring 2006, resulting in potential space for the proposed expansion. Site amenities generally include expansion of the bicycle-pedestrian path within the St. Mary Complex, pedestrian sidewalks, site lighting (parking and pedestrian areas), landscaping and incidental improvements (e.g. fencing, signage). Sports field lighting is not included in the proposed improvements with exception that proposed improvements shall make allowance for future addition of said lighting. Other potential amenities (i.e. playground and water feature) were identified following the Owner's initial budget preparation. These potential amenities will be included in the Master Plan update and the feasibility of funding under this Project will be determined at that time. However, actual design of these amenities is not included under this Agreement, but may be added under *PART G* as a supplemental service.

The bidding and construction documents prepared for the Soccer Complex Improvements will be prepared in a manner that will require the contractor to sequence his activities so as to enable the Owner's use of existing soccer facilities during construction of new

facilities and the Owner's use of new soccer facilities during the renovation of existing ones.

WHEREAS, the Engineers are licensed in accordance with the law of the State of Kansas and are qualified to perform the professional engineering desired by the Owner, now, therefore,

IT IS AGREED by and between the two parties aforesaid as follows:

SECTION I – SERVICES AND RESPONSIBILITIES OF THE ENGINEER

The Engineer will perform the services described below under *PARTS A, B, C, D* and *E*. This Agreement may be amended or replaced with a new Agreement for *PART F* upon the completion of the services described in *PARTS A* through *E*, inclusively.

The Engineer intends to use the services of Gibson, Mancini, Carmichael and Nelson, P.A. as subconsultant for architectural services and Orazem-Scalora Engineering, P.A. as a subconsultant for provision of engineering services associated with any mechanical/electrical components of the Project.

PART A – Pre-Design Phase

The Engineer will utilize maps, drawings and other information made available by the Owner for the performance of services under *PART A*. See *SECTION II – Responsibilities of the Owner* regarding the nature of the information to be requested by the Engineer. Services to be provided under this *PART A* include:

1. The Engineer will review the Owner's design program and background information.
2. The Engineer will perform a cursory review of previous plans and basic inventory existing facilities:
 - a. He will perform a cursory review of previous site plans and building plans to solidify his understanding of the existing facilities and their relationship to the programmed improvements.
 - b. He will visit the site and perform an inventory and basic assessment of the existing facilities and site conditions anticipated to impact the proposed expansion.
 - c. He will obtain soil samples for preliminary agronomic laboratory analysis to initially identify any major soil structure and fertility issues with respect to development of proposed athletic fields.
3. The Engineer will interview the Owner and key stakeholders identified by the Owner regarding existing soccer facilities and soccer program.
4. The Engineer will perform a site topographic survey of the Soccer Complex Site and related expansion.
 - a. Topographic surveys will be based on USGS datum and include existing ground-line contours (1-foot vertical intervals), fences, utilities based on markings by respective

utility owner, buildings, trees, pavements and other pertinent site improvements and features.

- b. A base map of will be developed based on the fieldwork performed under the previous task. The base map will also be overlaid on the most recent Dodge City GIS map to be provided by the Owner in AutoCAD format. The overlaid base map will be used in the St. Mary Complex Master Plan update.

PART B – Master Plan Update

The Engineer will use the information obtained under *PART A* for the performance of *PART B* services. Services to be provided under this *PART B* include:

1. The Engineer will review existing St. Mary Master Plan with Owner.
 - a. He will perform cursory review of the existing master plan, proposed phasing and budgets for proposed improvements.
 - b. He will meet with the Owner and Owner-identified stakeholders of the St. Mary Complex regarding the status of the current master plan implementation. He will obtain feedback regarding any proposed modifications in the vision regarding the original master plan program, proposed phasing, and implementation strategies.
2. The Engineer will assimilate current Soccer Complex Design Program into the Master Plan.
 - a. He will develop a conceptual layout of proposed soccer facilities based on the current design program and overlay with master plan.
 - b. He will coordinate layout and synthesize with other proposed modifications to the St. Mary Complex Master Plan. Vehicular and pedestrian circulation, relationships of various proposed site uses, and identification of basic amenities that will enhance the overall complex will be taken into consideration and identified in a conceptual plan.
 - c. He will submit to the Owner for review and feedback.
3. The Engineer will update the St Mary Complex Master Plan.
 - a. He will finalize proposed Master Plan changes based on Owner feedback during the previous task.
 - b. He will prepare an updated rendering, tentative phasing plan and budget estimates and submit to the Owner for his use.
4. The Engineer will perform a basic traffic study of the intersection of San Jose and Central Avenue during typical peak use of the existing Soccer Complex. The Engineer will make traffic projections for the St. Mary Soccer Complex based on the existing data and proposed facility expansion. He will make recommendations regarding whether or not potential traffic calming or intersection improvements are warranted based on current AASHTO standards. The Owner will provide and place the required traffic counting devices at locations requested by the Engineer, maintain them for the period requested and furnish the resulting data to the Engineer for his review and use in the traffic analysis and report preparation with recommendations. The Engineer will submit a copy of the

traffic report to the Owner and incorporate any proposed intersection improvements into the Master Plan.

5. The Engineer will identify Soccer Complex expansion elements in the Master Plan.
 - a. He will identify and prioritize improvements to be included with Soccer Complex Expansion.
 - b. He will prepare updated budget figures for the said improvements. Identify improvements that may be phased or treated as bid alternates if budget figures so warrant.
 - c. He will submit information to the Owner for review and feedback prior to beginning preliminary design of the proposed soccer complex expansion.

PART C – Preliminary Design Phase

The Engineer will use the information obtained under *PART A* and the Master Plan Update prepared under *PART B* for performance of *PART C* services. Services to be provided under this *PART C* include:

1. The Engineer will procure soils testing services:
 - a. A geotechnical engineer and/or soils agronomist will perform a soils and geotechnical study to obtain a more detailed assessment of soils conditions that will impact building footings, pavement design and planting bed preparation for sports turfs.
2. The Engineer will perform preliminary design of proposed Soccer Complex improvements. Preliminary design drawings and updated construction costs will be submitted to the Owner for review. Drawings will include the level of detail to enable definition of proposed construction limits, reasonable quantification of proposed improvements, identify critical design issues and establish the basic design intent. Plan preparation will include the following:
 - a. Site Demolition & Removals.
 - b. Site Layout Plan.
 - c. Grading and Drainage Plan.
 - d. Site Utility Improvement Plan.
 - e. Irrigation Plan.
 - f. Landscape Plan.
 - g. Restroom/Concessions Floor Plan and Elevations.
3. The Engineer will include key construction details, materials selections, outline specifications and initially identified construction sequencing strategies/issues in the submittal to the Owner.
4. The Engineer will meet with the Owner to discuss the submittal and receive Owner feedback.

PART D – Construction Document Phase

The Engineer will use the preliminary design documents as reviewed and approved by the Owner under *PART C* for performance of *PART D* services. *PART D* services will include progress submittals to the Owner. Each subsequent submittal will be based on the previous submittal as reviewed and approved by the Owner. Services to be provided under this *PART D* include:

1. The Engineer will prepare Construction Documents that are approximately 65% complete.
 - a. Preliminary Design Plans will be refined and expanded into a set of Bidding and Construction Documents that are approximately 65% complete.
 - b. Additional construction details will be developed as required and a full set of preliminary specifications will be prepared.
 - c. Plan/Profile sheets will be prepared where required for storm sewer, sanitary sewer, and water line improvements.
 - d. Proposed construction sequencing will be identified requiring the contractor to enable Owner's use of specific facilities during the construction process.
 - e. Permit application will be prepared for submission to KDHE as part of the NOI and required erosion control for construction activity.
 - f. An updated cost estimate will be prepared and submitted with the above documents to the Owner for review and feedback.
 - g. The Engineer will meet with the Owner to discuss the submittal and receive Owner feedback.
2. The Engineer will prepare Construction Documents that are approximately 90% complete.
 - a. The 65% documents will continue to be refined until 90% complete. The Owner's feedback during the last review will be incorporated into the refinement process.
 - b. Proposed bid alternates will be identified.
 - c. The documents will be "biddable" when 90% complete. Said documents will be submitted to the Owner with an updated cost estimate for review and feedback.
 - d. The Engineer will meet with the Owner to discuss the submittal and receive Owner feedback.
3. The Engineer will prepare Construction Documents that are complete and ready to advertise for bids by the end of February 2007 for a March letting. This schedule is contingent on timely reviews by the Owner during progress submittals throughout the design process.
 - a. Documents will be refined and finalized based on Owner feedback received from the 90% submittal.
 - b. Said documents will be sealed and submitted to the Owner along with a Notice to Bidders for advertisement by the Owner in public newspapers, plan rooms, and notification of other bidders services.
 - c. Two paper copies of sealed Bidding and Construction Documents will be submitted to the Owner. The Engineer will handle the plan distribution. Mylars will then be submitted to the Owner for their records after completion of the project.

PART E – Bidding Phase

The Engineer will assist the Owner with the bidding process. Services to be provided under this *PART E* include:

1. Advertisement for local public notice will be by the Owner. The Engineer will assist the Owner by submitting copies of the public Advertisement for Bids at his discretion to area contractors' associations and plan rooms.
2. The Engineer will perform distribution of Bidding and Construction Documents upon request by interested bidders who will provide the Engineer a non-refundable deposit for said documents.
3. The Engineer will attend a Pre-Bid Meeting and present the project to interested bidders.
4. The Engineer will respond to bidders' questions regarding the Bidding and Construction Documents and the Project as proposed.
 - a. He will be available to respond to phone calls, letters and other communications from prospective bidders having questions regarding the project.
 - b. He will prepare any necessary addenda and submit to the Owner for his review and distribute to all planholders.
5. The Engineer will assist the Owner with the Bid Letting and Contract Award.
 - a. He will prepare an Engineer's estimate and attend the bid letting.
 - b. He will review the Bids and make a recommendation to the Owner regarding selection of the successful bidder.
 - c. He will prepare a Notice of Award and an Owner/Contractor Agreement and assist the Owner in executing the document with the successful bidder.

PART F – Contract Administration and Construction Observation

Not included in this Agreement. A supplement to this Agreement will be prepared and negotiated with the Owner upon completion of *PART E*.

PART G – Supplemental Services

Supplemental services are defined as work that may be requested by the Owner but is not included in the above tasks. These services may include but are not limited to:

1. Attend meetings with adjacent landowners, neighborhoods and the public.
2. Engineering assistance in easement or property negotiation meetings and condemnation proceedings.
3. Additional engineering studies and reports not already described in the above services.

4. Revisions to Project documents previously accepted and approved by the Owner during progress submittals.

SECTION II – RESPONSIBILITIES OF THE OWNER

The Owner shall provide information, assistance and compensation as follows:

1. Place at the disposal of the Engineer, and in a timely manner, all City standard details, records, reports, maps, plans, instructions and other data pertinent to the services required under this Agreement. Existing information to be provided by the Owner, subject to availability, include latest aerial photos, contour information, right-of-ways, lot lines, easements, previous site plans, and utility maps. The Engineer may use all said information and rely on the accuracy and completeness thereof for the purposes of this Project. Information typically included in development of a base map will be provided electronically if available, in a form compatible with either AutoCAD 2002 or Microstation J or V8 drafting software.
2. Provide timely reviews of the Engineer's submittals and the necessary feedback required to guide the Engineer in the process of design development and preparation of construction documents. The Owner will agree to a design freeze with each approved progress submittal.
3. Furnish authorization to commence work on various parts of the work outlined in *SECTION I* above for the services required under this Agreement.
4. Reimburse the Engineer as follows:
 - a. For the services set forth in *SECTION I – PART A* above, a total lump sum amount of \$14,200.00 to be paid at the rate of 50% of said total with authorization to commence work and the remaining 50% upon completion of *PART A* services, which lump sum amount includes all costs and expenses incurred in the performance of *PART A* services.
 - b. For the services set forth in *SECTION I – PART B* above, a total lump sum amount of \$11,400.00 to be paid at the rate of 50% of said total with authorization to commence work and the remaining 50% upon completion of *PART B* services, which lump sum amount includes all costs and expenses incurred in the performance of *PART B* services.
 - c. For the services set forth in *SECTION I – PART C* above, a total lump sum amount of \$27,200.00 to be paid at the rate of 50% of said total with authorization to commence work and the remaining 50% upon completion of *PART C* services, which lump sum amount includes all costs and expenses incurred in the performance of *PART C* services.
 - d. For the services set forth in *SECTION I – PART D* above, a total lump sum amount of \$49,800.00 to be paid at the rate of 50% of said total with authorization to commence

work and the remaining 50% upon completion of *PART D* services, which lump sum amount includes all costs and expenses incurred in the performance of *PART D* services.

- e. For the services set forth in *SECTION I – PART E* above, a total lump sum amount of \$6,100.00 to be paid at the rate of 50% of said total with authorization to commence work and the remaining 50% upon completion of *PART E* services, which lump sum amount includes all costs and expenses incurred in the performance of *PART E* services.
 - f. Regarding the services set forth in *SECTION I – PART F* above: Said services and respective amount of compensation are not in this Agreement, unless added by amendment mutually agreeable between the Engineer and the Owner.
 - g. For the services set forth in *SECTION I – PART G* above, the Engineer shall be paid the actual wages charged to work multiplied by a factor of 2.75 which shall represent just and full compensation for the work, costs and expenses so provided.
5. The Owner further agrees that cost estimates prepared by the Engineer during the course of the project are based on the Engineer's professional opinion derived from his experience and available cost data from similar projects and that said estimates are not a guarantee of actual construction costs that will be incurred for this Project.
6. The Owner further agrees that this Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the present governing body and their successors in conformity with the applicable sections of current statutes of the State of Kansas; provided, however, that nothing contained herein shall commit the Owner to contract with the Engineer for any services beyond the services and compensation as set forth for *PART A, B, C, D* and *E* services.

SECTION III – MUTUAL AGREEMENTS

The parties mutually agree hereto:

- 1. That the services to be performed by the Engineer are personal and cannot be assigned, sublet, or transferred without the written consent of the Owner.
- 2. That the right is reserved by the Owner to terminate this Agreement at any time, upon written notice, in the event the improvement is to be abandoned or indefinitely postponed or because of the Engineer's disability or death, or because the services of the Engineer are unsatisfactory, or failure by the Engineer to prosecute the work with due diligence or to complete the work within the time limits specified in this Agreement; provided however, that in any case the Engineer shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the payment provisions of this Agreement.

3. Any term or provision of this Agreement found invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.
4. That an adjustment of the Engineer's fee as stipulated in this Agreement may be made if, for any reason, the scope of the work as set forth herein is materially changed. The amount of fee adjustment shall be based on an equitable formula that shall be mutually agreed upon by and between the parties at the time the scope of work is materially changed.
5. The Owner acknowledges that all documents, including electronic files, produced by the Engineer under *PART A, B, C, D* and *E* services are instruments of professional service for the specific purpose of this Project. Nevertheless, the final documents prepared under said *PARTS* shall become the property of the Owner upon completion of the services and payment in full of all fees to the Engineer as described under *SECTION II – RESPONSIBILITIES OF THE OWNER*.
6. Causes of action between the parties of this Agreement pertaining to acts, or failures to act, shall be deemed to have accrued and the applicable statutes of limitation shall begin to run not later than the date of Substantial Completion. Any claims or disputes made during design, construction or post-construction between the Owner and the Engineer shall be submitted to non-binding mediation. The Owner and the Engineer agree to include a similar mediation agreement with all contractors, subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution between all parties.

SECTION IV – ARTICLE OF COMPLIANCE

The Engineer shall be in compliance with all Federal, State, and local laws and ordinances applicable to the work covered hereunder. Furthermore, during the performance period of this contract, the Engineer agrees as follows:

1. The Engineer will not discriminate against any employee or applicant for employment because of race, creed, sex, color or nationality. He will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color or nationality. Such action will include but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or apprenticeship. The Engineer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. The Engineer will, in all solicitation or advertisements for employees placed by or on behalf of the Engineer, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, or national origin.
3. The Engineer will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract, binding the provisions to the subcontractor with the exception of small purchases of materials and supplies.

4. The Engineer will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The Engineer will also comply with Title VI of the Civil Rights Act of 1964, under which no person shall be discriminated against on the grounds of race, color, or national origin, or be subjected to discrimination under any program or activity receiving federal financial assistance.
6. Furthermore, the Engineer shall comply with Section 109 of the Housing and Community Development Act of 1974; in addition
7. Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual shall, solely by reasons of his or her handicap, be excluded from participation, denied benefits, or subjected to discrimination under any program or activity receiving Federal funds; and
8. The Age Discrimination Act of 1975, as amended, which provides that no person be excluded from participation, denied program benefits, or subjected to discrimination on the basis of age under any program or activity receiving Federal funds; and
9. The Engineer shall comply with the Kansas Act Against Discrimination Law of 1992.
10. The Engineer shall comply with Section 3 of the Housing and Community Development Act of 1968, as amended, which provides that to the greatest extent feasible, opportunities for employment and contracting are to be given to residents of the project area, especially for low-and-moderate income persons.
11. The Engineer shall also comply with the Fair Housing Amendments of 1988 which became effective 180 days after the President signed it, and Executive Order 11063, both of which provide for Fair Housing and Lending practices.
12. The Engineer shall also comply with the removal of architectural barriers in which new construction of public buildings is involved.
13. The Engineer will also concede to provide access to project records and will agree to maintain said records for a period of at least three (3) years beyond project completion and shall also follow copyright regulations where appropriate.
14. The Engineer shall follow copyright regulations where appropriate.

It is further agreed that this Article of Compliance and all contracts entered into under the provisions of this Contract shall be binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF: said parties have caused this Agreement to be signed by their duly authorized officers this _____ day of _____, 2006.

CITY OF DODGE CITY, KANSAS

SCHWAB-EATON, P.A.
CONSULTING ENGINEERS
MANHATTAN, KANSAS

By: _____
Mayor

By: _____
Michael Butler, President

ATTEST:

WITNESS:

By: _____
City Clerk

By: _____
Chris Cox, Vice President