CALL TO ORDER

ROLL CALL

INVOCATION: Elder David Smith, Hannah Memorial Church of God in Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, May 5, 2008
2. Approval of City Commission Meeting minutes, May 5, 2008
3. Appropriation Ordinance No. 10, May 19, 2008
4. Cereal Malt Beverage License
   a. Tianguis Grocery Store, 512 S Second Ave, Dodge City
5. Approval of Change Order for Soccer Complex
6. Approval of Purchasing Policy
7. Approval of Lease Purchase Agreement for Golf Carts

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Approval of the Purchase of Utility Water Supplies, Meters and Software Upgrades. Presented by Mike Klein, Supervisor of Public Works Department

OTHER BUSINESS

ADJOURNMENT
CALL TO ORDER: Meeting was called to order by Mayor Kent Smoll.

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


E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk
CALL TO ORDER

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

INVOCATION: Elder David Smith, Hannah Memorial Church of God in Christ

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Train Day, May 10, 2008

National Tourism Week, May 10-17, 2008

National Public Works Week, May 18-24, 2008. Presented by Mike Klein, Superintendent of Public Works. Thanked Public Works employees and will be having a picnic at Mariah Hills Golf Clubhouse for all city employees on May 23, 2008 from 11:30 a.m. until 1:00 p.m.

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

Larry Gerber. Commented on Master Tourism Study, law enforcement in Western wear, odor, and having the Lora Locke back operating as motel.

Commissioner Sowers moved to add to the agenda two (2) items. 1) New Business, Approval of Comprehensive Plan consultant. 2) Executive Session, to discuss land acquisitions. The motion was seconded by Commissioner Sherer, unanimous.

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, April 21, 2008

2. Approval of City Commission Meeting minutes, April 21, 2008

3. Appropriation Ordinance No. 9, May 5, 2008
4. Cereal Malt Beverage License
   a. City of Dodge City, Mariah Hills Golf Course, 1800 Matt Down Lane, Dodge
      City, KS  67801

5. Approval of Supplemental Agreement with Schwab Eaton for Bicycle/Pedestrian
   Path.

Commissioner Sowers moved to approve the Consent Calendar, seconded by Commissioner
Sherer, unanimous.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Project Agreement with State Historic Preservation Office for Federal
   Historic Preservation Funds. Commissioner Sherer moved to approve, seconded by
   Commissioner Sowers, motion approved by unanimous vote.

2. Approval of Smith Street Storm Drainage Bid to JAG Construction in the amount of
   $29,788.00. Commissioner Sowers moved to approve, seconded by Commissioner
   Broeckelman, motion approved by unanimous vote.

3. Award the Comprehensive Plan Consultant to Denver Architects and gave the staff
   authority to begin negotiations to develop contract not to exceed $150,000.00.
   Commissioner Sowers moved to approve recommendation, Commissioner Weber
   second, motion carried by a 4-1 vote, Commissioner Broeckelman-nay.

OTHER BUSINESS

City Manager’s Report: Ken Strobel reiterated the thank you to the Public Works department.
Public Works and Parks and Recreation Departments have been working diligently at the
Racetrack. State of the City Address will be May 6th from 11:30 a.m. until 1:00 p.m. at Casey’s
Cowtown. The Lottery Commission will receive presentations on May 19th and 20th in Topeka.

Monte Broeckelman inquired about the regulation that the city commission discussed at the last
meeting regarding dust debris from the construction site of Ross Elementary.

Jim Sherer commented that the 3rd Street project looks nice. The races at the Dodge City
Raceway Park were good; the weather was bad on Friday but cleared on Saturday.
Commissioner Sherer moved to adjourn to Executive Session at 7:55 p.m. to discuss land acquisition not to exceed 15 minutes; Commissioner Weber seconded the motion, motion passed by a unanimous vote.

At 8:10 p.m. Commissioner Sherer moved to extend the Executive Session for another 15 minutes, Commissioner Sowers seconded, motion passed by a unanimous vote. Meeting reconvened at 8:25 p.m.

Commissioner Weber moved to adjourn, Commissioner Sowers seconded, the motion passed by a unanimous vote.

**ADJOURNMENT**

______________________________________________

E. Kent Smoll, Mayor

ATTEST:

______________________________________________

Nannette Pogue, City Clerk
APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, Ford County, Kansas, April 11, 2002

TO THE GOVERNING BODY OF THE CITY OF Dodge City, Ford County, Kansas,
or

THE BOARD OF COUNTY COMMISSIONERS OF Ford County, Kansas.

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

1. Name of proposed licensee
   Ismael Hernandez

2. Age
   53

3. Place and date of birth
   Michoacan, Mexico
   June 26, 1954

4. Residence address
   3201 Robin Rd
   Dodge City, KS 67801

5. I have been a resident of the State of Kansas for 4 years.

6. The premises for which the license is desired are located at
   512 South Second Ave
   Dodge City, KS 67801

7. The legal description of said property is
   Lots 3 and 4, Block 9
   of Replat of Block's, 9
   to 20

8. The street number is
   512 South Second Ave
   Dodge City, KS 67801

9. The building to be used is
   Tianguis
   Grocery Store, 512 South
   Second Ave, Dodge City, KS

10. The business will be conducted under the following name:
    Tianguis

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

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

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

A license fee of $190.00 is enclosed herewith.
Memorandum

To: City Commissioners
    Ken Strobel, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 14, 2008
Subject: St. Mary Change Order #2

Staff requests Commission approval for Change Order #2 for the St. Mary Soccer Complex Expansion project. This change order relates to a couple of minor additions as well as two deducts related to the project.

The total cost of the change is $5,933.00. The breakdown for the change is as follows:

- Replace Asphalt paving - Add $3885.00: Additional asphalt had to be removed and replaced at an entrance drive and in the existing parking lot to provide an appropriate tie in with the new construction.

- 6" Concrete & Grading – Add $3716.00: Concrete approaches were added where a service road crosses the bicycle-pedestrian path to prevent dirt and debris from tracking across the path.

- Delete Sterilant – Deduct $900.00: Specifications called for a ground sterilant to be applied below the new asphalt parking. A suitable product wasn’t available and the consultants along with City staff agreed it wasn’t necessary and was deleted from the project.

- Delete storm pipe – Deduct $768.00: Original designs called for a storm drainage pipe to be installed where the service road intersects with the bicycle-pedestrian trail. After seeing the final grading, it was determined the pipe was not required and was eliminated from the project.

These items all came up during construction and are being presented to the Commission for final ratification. The cost for all construction and engineering services including this change are within the approved budget amount of $1,530,000.

Staff recommends this change order be approved and staff be authorized to sign Change Order #2. If there are any questions or more information is needed I will be happy to provide it.
CHANGE ORDER

DATE OF ISSUANCE 04/18/08  EFFECTIVE DATE  04/18/08

OWNER City of Dodge City, Kansas
CONTRACTOR APAC-Kansas, Inc., Shears Division.
Contract: Dated 08/10/07
Project: St. Mary Soccer Complex Expansion
OWNER’s Contract No. N/A
ENGINEER Schlab-Eaton, P.A.
ENGINEER’s Project No. 06.136

You are directed to make the following changes in the Contract Documents:
Additions:
1. Remove/Replace asphalt (existing parking) Refer to APAC letter & plan diagrams dated 3/07/08.
2. 6” Concrete & Grading (trail at service drive) Refer to SE letter & plan diagram dated 4/09/08.
Deductions:
1. Delete sterilant (under asphalt)
2. Delete 12” x 60’ storm pipe w/ end sections Refer to APAC fax dated 4/15/08 & Hajoca invoice dated 4/23/07.
Reason for Change Order:
Add 1. Additional removal & replacement of asphalt is required to enhance blending of existing asphalt to new pavement & curb.
Add 2. Additional concrete & grading requested by Owner to control drainage & limit migration of asphalt millings from service drive onto trail.
Ded 1. Consultant questioned application of Contractor’s desired product. Owner decided to disregard sterilant application.
Ded 2. Storm pipe & end sections not required due to relocation of service drive & construction of concrete aprons described above.
Attachments: (List documents supporting change)
A. Change Order Pricing from APAC dated 4/11/08.

<table>
<thead>
<tr>
<th>CHANGE IN CONTRACT PRICE:</th>
<th>CHANGE IN CONTRACT TIMES:</th>
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</thead>
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<tr>
<td>Original Contract Price</td>
<td>Original Contract Times:</td>
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<td>Substantial Completion:</td>
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<td>260 calendar days</td>
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<td>Ready for final Payment:</td>
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<tr>
<td></td>
<td>260 calendar days</td>
</tr>
<tr>
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<td>(days or dates)</td>
</tr>
</tbody>
</table>

Net Increase (Decrease) from previous Change Orders
No. 0 to No. 1:
$87,003.00

Contract Price prior to this Change Order:
$1,344,613.00

Net increase (decrease) of this Change Order:
$5,933.00

Contract Price with all approved Change Orders:
$1,350,546.00

RECOMMENDED:  APPROVED:  ACCEPTED:
By:          By:  By:
ENGINEER (Authorized Signature)  OWNER (Authorized Signature)  CONTRACTOR (Authorized Signature)
Date: 04/18/08  Date:  Date: 04/25/08

Prepared by the Engineers Joint Contract Documents Committee and endorsed by the Associated General Contractors of America and the Construction Specifications Institute.
May 1, 2008

MEMO

TO:     Ken Strobel, City Manager

FROM:   Nannette Pogue, City Clerk

SUBJECT: Approval of Purchasing Policy for the City of Dodge City

Attached is the proposed purchasing policy for the City of Dodge City. In a recent audit of a Community Development Block Grant, it was discovered that our purchasing policy did not include some points that government grants require. The changes in the proposed policy include the addition of competitive negotiation for professional services requests for proposals and noncompetitive negotiation for procurement of services or supplies where there is a sole source, or is proprietary because of other supplies, hardware or software we currently use. It also states that the City will solicit qualified small, minority and women’s businesses.

The proposed policy will satisfy the grant requirements and reflects the practices we already exhibit in Requests for Proposal for professional services.

I would recommend approval of the Purchasing Policy. If you have any questions or wish additional information, please let me know. Thanks.
PURCHASING POLICY

NAME OF POLICY: Purchasing
Date of Initial Adoption: July 16, 1979
Date of Revised Policy: May 5, 2008
Department Involved: All Departments

PURPOSE. It is the goal of the City of Dodge City Purchasing Department to assist departments in acquiring the materials, supplies or services that are required at a fair and competitive price. It is the purpose of the purchasing policy to ensure that sound business judgment is utilized in all procurement transactions and the supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable local, state and federal laws. The Purchasing Policy, as established and approved by the City Commission shall be guidelines of purchasing information and procedures for purchasing of all supplies, equipment, construction and services of and for the City of Dodge City. All City employees should familiarize themselves with the regulations set forth herein and shall adhere to the procedures and practices established by this purchasing policy. All purchases will be reasonable and be within budget and policy guidelines. The City Manager, Finance Director and agent responsible for purchases are aware that exceptions to the Purchasing Policies will occur as needs and responsibilities change. The City Manager, therefore, reserves the right to waive regulations established in this policy so long as the spirit and intent of these policies is upheld. The Agent responsible for purchases is prepared to offer assistance whenever a need arises. Proper planning by Departments with assistance from the Agent responsible for purchases will eliminate duplication of effort and increased City purchasing power by consolidating purchases and encouraging competition among vendors.

JOINT GOVERNMENTAL PURCHASES. The City of Dodge City may join with and cooperate with other cities, school districts, counties, state or federal agencies for the purchase of supplies, goods and/or services when the City of Dodge City deems it to be in the best interest of the City.

PURCHASES LESS THAN $5,000. Department Heads will be responsible for purchases under $5,000. They shall insure that two or more quotations are obtained for purchases over $500.

1. Each Department will have specific personnel who can make authorized purchases. A list of those personnel shall be given to the Accounts Payable Department and kept updated. Those personnel shall be given a copy of these purchasing policies and shall be familiar with all aspects of it.

2. The City has purchase cards issued to authorized employees. All employees who have a purchase card will sign an agreement as to the use of these cards.
3. Personal items will not be purchased by the City. (example: desk clocks, book ends, wall frames, tissue, etc.)

PURCHASES OF $5,000 BUT LESS THAN $10,000. Purchases for products or services in excess of $5,000 but less than $10,000 will follow the procedures outlined below. They shall be approved by the City Manager after a review of price quotations by the Agent responsible for purchases. The Agent responsible for purchases or Finance Director may authorize purchases in the absence of the City Manager.

1. Purchases of products in excess of $5,000 shall have a purchase order number before that purchase will be authorized. Purchase order numbers shall be obtained from the Accounts Payable Department. If this policy is not followed the purchase may not be authorized.

2. Purchase orders will be made in writing with firms who can supply the needed products or services. Purchase orders may be made orally only on an emergency basis and after a purchase order number is received from Accounts Payable.

3. Written price quotations or bids are required from a minimum of three vendors if available. Written documentation including date, vendor, salesperson, quantity and price for the item must be submitted and maintained with the purchase order.

PURCHASES IN EXCESS OF $10,000. All purchases in excess of $10,000 shall have the proper approval of the Governing Body after bids/proposals have been received. Bids/proposals shall be accompanied by an estimate from the appropriate authority and shall be advertised in the local paper. Exception: Purchases for Public Works Improvements of less than $25,000 need not be advertised.

1. Bid notices shall be published by the City Clerk a minimum of three (3) times with the first publication being not less than seven (7) days prior to the bid opening. Bid notices shall be approved by the City Clerk, Agent responsible for purchases or City Manager prior to publication. All bids which require Commission approval will be opened in the City Manager’s Conference Room or another place designated by the City Clerk at 2:00 p.m. on the designated Tuesday. Exception: If prior arrangements are made with the City Clerk’s office, the time of bid opening may be changed. The department head or other authorized department representative will be at the bid opening.

2. All bids shall be marked on the outer envelop “Sealed Bid for ____________________________.” Bids will be accepted by mail or in person at City Hall, P.O. Box 880, 2nd Avenue, Dodge City, KS 67801. Bids received prior to the bid opening time will be kept in the City Hall safe.
3. The Agent responsible for purchases will maintain a schedule of bid openings that provides updated information regarding when bids are to be opened. One copy of the bid specs will be kept at City Hall.

4. All requests for bids will include a contact person from the department, where additional information can be obtained. This will normally be the department head and will be limited to one (1) person during the bidding process.

5. Bids which are received that do not follow these procedures may not be submitted to the City Commission for approval.

6. After the bid/proposal is approved by the Governing Body, the Department Head or designee shall obtain a purchase order from the Accounts Payable Department. The Purchase Order shall be made in writing to the vendor authorized by the Governing Body.

7. The City Manager is authorized to waive these procedures when it is deemed necessary to make a purchase on an immediate basis. He shall inform the Commission of any such activities.

COMPETITIVE NEGOTIATION. In competitive negotiation, proposals are requested from a number of sources and the Request for Proposal is publicized. Competitive negotiations may be used if conditions are not appropriate for the use of competitive sealed bids. The following requirements shall apply for Competitive Negotiations:

1. Proposals shall be solicited from an adequate number of qualified sources to permit reasonable competition consistent with the nature and requirements of the procurement. The Request for Proposal shall be publicized in local and regional media and reasonable requests by other sources to compete shall be honored to the maximum extent practicable. The request shall be published in the local newspaper at least one time, 7 days prior to the proposal deadline.

2. The Request for Proposals shall identify all significant evaluation factors, including price or cost where required and their relative importance.

3. Awards may be made to the responsible bidder whose proposal will be most advantageous to the procuring party, price, and other factors considered. Unsuccessful bidders will be notified promptly.

4. The City of Dodge City may utilize competitive negotiation procedures for procurement of architectural/engineering professional services, or other professional services whereby competitor’s qualifications are evaluated and the most qualified competitors’ qualifications are selected subject to negotiation of fair and reasonable compensation.
NONCOMPETITIVE NEGOTIATION: Noncompetitive negotiation is procurement though solicitation of a proposal from only one source, or after solicitation of a number of sources, competition is determined inadequate or in the event of a public emergency when the urgency for the requirement will not permit a delay incident to competitive solicitation.

SMALL, MINORITY AND WOMEN’S BUSINESS ENTERPRISES: The City of Dodge City shall solicit qualified small, minority, and women’s businesses.

This policy is effective immediately and shall apply to all purchases including those which involve State or Federal funds.

Adopted by the Governing Body of the City of Dodge City, Kansas, ______________, 2008.

________________________________________
Mayor

ATTEST:

________________________________________
City Clerk
Memorandum

To: City Commission
   Cherise Tieben, Asst. City Manager
From: Paul Lewis, Parks & Recreation Director
Date: May 14, 2008
Subject: Golf Car Lease Purchase Agreement

Staff requests approval of a lease purchase agreement for the acquisition of 20 golf cars to be used at Mariah Hills Golf Course. Attached with this memo is supporting information for the agreement.

Paul Meiningher’s resignation as golf pro at Mariah Hills is the impetus for this agreement. Mr. Meiningher’s employment contract with the City allowed him to maintain the golf car operation for which he paid the City 10% of the gross revenues. With his resignation, the intent is for the City to retain that business and all associated revenues as well as expenses.

With Meiningher’s resignation, the City was faced with three options: 1) Assume the existing lease from Meiningher which would cost $47,680 over four years but at the end the cars would either revert to Yamaha or the City would have to purchase the five year old cars; 2) Purchase outright the cars at the buyout cost of $64,131; or 3) Enter into a new agreement for the existing cars.

Because funds are not available to make an outright purchase, it was determined the best option is to enter into a new lease-purchase agreement to acquire the one year old cars. This allows the City to benefit from an attractive interest rate of 3.79% and have ownership of the cars with no residual at the end of the three year agreement. The total payments with interest are $67,816. This new agreement eliminates any interest or obligation Meiningher has with the cars.

The purchase price of $64,131 equates to $3,206 per car which is a fair market value for a golf car of the style and type we’re acquiring.

As Meiningher’s resignation was not anticipated, funds for this purchase are not specifically budgeted. The cost for this agreement will come from the golf course budget in the general fund. Golf car rentals at Mariah typically generate over $40,000 annually so sufficient revenue will be available to meet this expense.

Staff recommends approval of the lease purchase agreement and that staff be authorized to execute and complete the application for the agreement. If there are any questions, I’ll be happy to answer them or provide additional information if needed.
### Terms and Conditions

Please read your copy of this State and Local Government Lease-Purchase Agreement ("Lease") carefully and feel free to ask us any questions. You may have about it. Words "YOU" and "YOURS" refer to the "Lessee" and the words "WE," "OUR," and "OURL" refer to the Lessor and Public Finance LLC, its successors and assigns, as the "Lessor" of this equipment.

1. **LEASE.** We agree to let YOU and YOU agree to lease from US, the equipment listed below (and on any attached schedules) including all replacement parts, repairs, additions and accessories ("Equipment") on the terms and conditions of this Lease and on any attached schedules.

2. **TERM.** This Lease is effective on the date that it is accepted and signed by US (the "Commencement Date") and continues thereafter for a term of years (the "Original Term") ending at the end of the last year of the term and on each anniversary of the term.

3. **LEASE PAYMENTS.** On the Commencement Date, YOU shall pay US the first Lease Payment in accordance with Section 5. Subsequent Lease Payments shall be paid on the date specified in the Lease Schedule, and each such payment shall be made by check or wire transfer to the Lessor or its designee.

4. **COSTS AND CHARGES.** You agree to pay all costs and charges incurred in connection with this Lease, including but not limited to, insurance, taxes, and any other charges that may be incurred by the Lessor.

5. **MISREPRESENTATION.** You agree to indemnify and hold the Lessor harmless from any and all claims, demands, losses, or expenses that may arise out of this Lease.

6. **ACQUISITION.** If you breach any of the terms of this Lease, the Lessor may acquire the Equipment and sell it to a third party.

7. **AUTHORITY.** The Lessor has the authority to sell the Equipment and use the proceeds to pay off any outstanding balances on the Lease.

8. **APPLICATION.** This Agreement is subject to the laws of the State of Missouri and any applicable federal laws.

9. **WAIVER.** Any waiver of a breach of this Agreement by the Lessor shall not be deemed a waiver of any subsequent breach.

10. **DISPUTE RESOLUTION.** All disputes arising out of or relating to this Lease shall be resolved through arbitration in accordance with the rules of the American Arbitration Association.

This Lease shall be interpreted and enforced according to the laws of the State of Missouri.

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**Equipment Information**

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<th>Equipment</th>
<th>Description</th>
<th>Location</th>
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<tr>
<td>#1</td>
<td>XYZ Machine</td>
<td>Building 1</td>
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<tr>
<td>#2</td>
<td>ABC Device</td>
<td>Building 2</td>
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**LEASE SIGNATURE**

Lessee Signature: ______________________

Leased Equipment: ______________________

Lessee: ______________________

Lessor: ______________________

Date: ______________________

---

**LEASE HISTORY**

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**LEASE PAYMENT SCHEDULE**

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**LEASE ADMINISTRATION**

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**LEASE PAYMENT SCHEDULE**

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**LEASE ADMINISTRATION**

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<tbody>
<tr>
<td>XYZ Corp</td>
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## CITY OF DODGE CITY
### ATTACHMENT 1
### LEASE PAYMENT SCHEDULE

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**Grand Totals**

APPROVED:

CITY OF DODGE CITY

Signed by ____________________________
Ladies and Gentlemen:

Re: State and Local Government Lease Purchase Agreement dated as of May 15, 2008, between De Lage Landen Public Finance LLC, as Lessor, and City of Dodge City, as Lessee.

In accordance with the State and Local Government Lease Purchase Agreement (the "Agreement"), the undersigned Lessee hereby certifies and represents to, and agrees with Lessor as follows:

1. All of the Equipment (as such term is defined in the Agreement) has been delivered, installed and accepted on the date hereof.

2. Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.

3. Lessee is currently maintaining the insurance coverage required by Section 14 of the Agreement.

4. No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(Signature)

Print Name

Title
Form 8038-GC
Information Return for Small Tax-Exempt
Governmental Bond Issues, Leases and Installment Sales
>> Under Internal Revenue Code Section 149(f)
Civilian if the issue price is under $100,000. Use Form 8266-G

Part I Reporting Authority

1. Issuer's Name
   City of Dodge City

2. P.O. Box
   880

3. City, town or post office, state and ZIP code
   Dodge City, Kansas 67401

4. Name and title of officer or legal representative whom the IRS may call for more information

Part II Description of Obligations
Check if Reporting a single issue [ ] or on a consolidated basis [X]

8. Issue price of obligation(s): (see instructions) [ ]
   8a. $641,311.30

9. Issue date (single issue) or calendar year (consolidation) (see instructions) [ ]

10. If the issuer has designated any issue under section 265(b)(1)(B)(iii) (small issuer exception), check box [ ]

11. If any obligation is in the form of a lease or installment sale, check this box [ ]

12. If the issuer has elected to pay a penalty in lieu of refunding rebate, check this box [ ]

Sign Here

Signature of issuer's authorized representative [ ]

Date [ ]

Type or print name and title [ ]
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<th>Model</th>
<th>Serial #s</th>
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Memorandum

To: Ken Strobel, City Manager
    City Commission
From: Mike Klein, Superintendent of Public Works
Date: Monday, May 12, 2008
Subject: 2008 Utility Water Supply bids
          2008 Budget Fund and Amount
          Utility Fund: 510-4100-441-30-04 $290,000

Seven bids were received and opened on May 6, 2008 at 2:00 p.m. for utility water supplies. The bid package consists of meters, brass items, brass saddles, meter jars and lids, repair clamps, gate valves, fire hydrants, other items and pipe. Supplies will be utilized to maintain and upgrade the City’s water system. This purchase is an annual restocking of supplies.

As you will notice from the bid tabulation, the major expense of $124,587 for meters and Meter Reading Laptop, three handheld units, software upgrades, and training for $45,997.23. The meters are radio read which will be replacing the old manual read meters. The meters are Neptune E-Coder R900 that interface with our hand held and lap top meter reading computers. To date we have installed 4,389 radio read meters. We still have 4051 meters that are manual read with a total of 8,440 water accounts. The city has been notified by Neptune that they will no longer support the current software or carry repair parts for our current computer equipment. Neptune has ceased to support the equipment as of December 31, 2007 and the software will no longer have support after December 31, 2008. It is necessary to replace our laptop, handheld and software to maintain our radio meter reading capabilities. A detailed report is attached from Barb Slagle, Office Manager Utility Billing for your review.

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

**Municipal Supply, Inc. Hastings Nebraska**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Laptop, Hand Held Units and Software</td>
<td>$ 45,997.23</td>
</tr>
<tr>
<td>Meters</td>
<td>$ 124,587.50</td>
</tr>
<tr>
<td>Repair Clamps</td>
<td>$ 5,972.59</td>
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</tbody>
</table>

**TOTAL** $ 176,557.32

**Water Products, Inc. McPherson, Kansas**

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brass Items</td>
<td>$ 1,413.00</td>
</tr>
<tr>
<td>Meter Jars and Lids</td>
<td>$ 2,101.20</td>
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<tr>
<td>Fire Hydrants</td>
<td>$ 16,807.50</td>
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<tr>
<td>Other Items</td>
<td>$ 5,466.00</td>
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</tbody>
</table>

**TOTAL** $ 25,787.70
Wichita Winwater, Wichita, Kansas

Brass Saddles $ 3,045.00

TOTAL $ 3,045.00

HD Supply Waterworks, Wichita, Kansas

Gate Valves $ 11,268.00
Pipe $ 547.20

Total $ 11,815.20
Total Expenditure $ 217,205.22
Line Item Balance $ 72,794.78

The remaining balance will be utilized throughout the year to replace supplies as needed. The commission will be informed as expenditures are made.

If you have any questions or need additional information, please contact my office.
<table>
<thead>
<tr>
<th>QUANTITY</th>
<th>DESCRIPTION</th>
<th>UNIT PRICE</th>
<th>EXTENDED PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>400</td>
<td>3/8 x 3/4 E-Coder R900i pit set (Stub Antenna)</td>
<td>232.44</td>
<td>93,176.00</td>
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<tr>
<td>100</td>
<td>3/8 Register-E-coder R900i Gal 3/4 T-10</td>
<td>209.41</td>
<td>20,941.00</td>
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<tr>
<td>25</td>
<td>1/2 Register-E-coder R900i Gal 1 1/2 T-10</td>
<td>209.41</td>
<td>5,235.25</td>
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<tr>
<td>25</td>
<td>2&quot; Register-E-coder R900i Gal 2 T-10</td>
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<td><strong>Total</strong></td>
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<td><strong>124,587.50</strong></td>
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**FOB:**

**SIGNATURE:** Allan Smith
The E-Coder(R900i) combines the field-proven R900™ radio frequency meter interface unit (RFI) with our solid state absolute E-Coder™ into one integrated package to offer utilities the advantages of the cost savings associated with the ease and speed of installation. The E-Coder(R900i) does not have any external wires to be installed or require any special programming for operation. The E-Coder(R900i) operates within the 902–925 MHz band with an unlicensed HF bandwidth.

The R900 RFI portion of the integrated unit collects meter-usage data and transmits the data for collection by the meter reader. Data transmitted by the R900 RFI is received by the Neptune walk-by, mobile, or targeted fixed-network data collection systems and stored for downloading at the utility office. The R900 RFI is a one-way communication device that transmits data every 14 seconds using frequency hopping spread spectrum technology to ensure data security and improved meter reading accuracy and reliability. The E-Coder(R900i) communications system features a custom integrated circuit design that digitally encodes the reading of the measuring chamber providing “absolute” registration with no internal battery requirement.

The E-Coder(R900i) provides high resolution 8-digit remote meter reading and value-added features including leak detection, tamper detection, and reverse flow detection. In addition to this, E-Coder provides a visual read out on rate of flow every six seconds when the LCD is activated. True point-of-use leak detection is provided by monitoring a 24-hour period in fifteen-minute intervals. Tamper detection is provided by reverse flow detection and the number of days of zero consumption over the previous 35 days.

The E-Coder(R900i)/PLUS features are communicated through the E-Coder protocol allowing host software platforms to interpret the data and pass the information directly to billing packages, GIS screens, and operations and maintenance experts. The E-Coder(R900i)/PLUS features enhance customer service and improve operational efficiencies for water utilities.

The E-Coder(R900i)/PLUS INSIDE Version
The inside version features a non-oil-filled plastic enclosure with an integrated antenna. This unit also features a field-replaceable battery.

The E-Coder(R900i)/PLUS PIT Version
The pit version features a non-oil-filled self-sealing copper shell and glass lens housing for superior protection in a floored pit environment. The standard unit is designed with a whip antenna for installation under a pit lid and can be easily upgraded to a through-the-lid antenna if desired. The unit also features a field-replaceable battery.
Mike Klein

From: Barb Slagle
Sent: Tuesday, May 13, 2008 3:56 PM
To: Mike Klein
Cc: R.T. Reid
Subject: Recommendation for Laptop, etc.

Mike,
Here's my recommendation:

We have been notified by Neptune that they no longer support or carry repair parts for our Meter Reading Laptop and our three handheld meter reading units. They have ceased to support these models since December 31, 2007. They also will no longer support our EZ Route software after Dec. 31, 2008; therefore, it is necessary for us to also upgrade to their new software program Equinox. I was told by Neptune support representatives, that their repair facility for the Schlumberger meter reading equipment, which is what we have, ceased to exist last year and parts are no longer available.

One of our handheld units no longer functions, and the other unit no longer picks up radio reads. We currently have only one handheld that is fully operational. Our laptop has been giving us problems since December. It is getting weaker and harder to boot up. It now requires deep cycling every month now to recharge its battery. Deep cycling is recommended only every three months for this unit. It no longer picks up all the radio reads properly, therefore our meter readers have to go back out and reread a larger share of our radio read meters on each cycle each month. We are operating this meter reading equipment with no guarantees that it will last much longer, and we no longer have any warranty on it.

The bid from Municipal Supply, Hastings, NE, includes an EZ laptop radio read computer for a total amount of $20,522.00. The EZ laptop computer is designed as a vehicle mount drive by radio read unit. The unit has an external antennae with 10 times more power, faster reading time and has a filter to filter out unwanted signals at the 900 mh range. We will be trading in our old laptop for a trade in value of $7,200.00. The old laptop cost $26,200.00 new in 2004.

We will utilize hand holds along with the EZ laptop computer to make our time more productive. Three handheld units with radio receivers, cradles and adapters totals $15,575.01.

The Equinox software with agreement to purchase a 3 year maintenance contract is $2,250.00. A one time license fee of $150.00 is also charged.

Training and implementation on all units and software is $7,500.00.

I would recommend purchase of all of the above for a total cost of $45,997.23.

When Ryan called Itron and one other vendor, he found that their meter reading equipment would not work with our Neptune meters, so it wasn’t feasible to obtain quotes from them because we would have to change out all our radio read meters to go their system. Neptune meters are proprietary and only the Neptune meter reading equipment works with them. It would be too costly to change out the 4,389 radio read meters that we have and

5/13/2008
replace them with new meters to make them work on some other meter reading system. That’s my thoughts, anyway.

Thank you, Mike!

Barb Slagle, Office Manager
City of Dodge City
P.O. Box 880
Dodge City, KS 67801
Ph. (620) 225-8100
Fax (620) 225-8144

5/13/2008
QUOTE

FOR: DODGE CITY, KANSAS
ATTN: RYAN REED

FROM: ALLAN STROBL

DATE: JANUARY 8, 2008

RE: SPECIAL PRICING PACKAGE

PAGE: 1 OF 1

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<td>DAP CE 5320X HANDHELD UNIT w/ HR 26501 RADIO RECEPTOR, CRADLE &amp; ADPT COMPLETE</td>
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<td>EQUINOX SOFTWARE</td>
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<td>OR</td>
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<td>EQUINOX SOFTWARE w/ AGREEMENT TO PURCHASE A 3 YR MAINTENANCE CONTRACT ON SOFTWARE @ $750.00 YR.</td>
<td>2,250.00</td>
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<td>ONE TIME SOFTWARE LICENSE FEE (REQUIRED)</td>
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<td>TRAINING &amp; IMPLEMENTATION ON ALL UNITS AND SOFTWARE</td>
<td>7,500.00</td>
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*NOTE: CITY OF DODGE CITY IS RESPONSIBLE FOR THE COST OF ANY CHARGES ASSOCIATED WITH THEIR BILLING SYSTEM FOR SYSTEM INTEGRATION.

PREPARED BY: as/lby

DATE: NOVEMBER 1, 2007 QUOTE GOOD FOR 60 DAYS
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