CALL TO ORDER

ROLL CALL

NEW BUSINESS: Discussion of Strategic Plan

ADJOURNMENT
CITY COMMISSION AGENDA
City Commission Chambers
Monday, December 1, 2008 7:00 p.m.
MEETING #4736

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Adelia Hooley, United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

PUBLIC HEARING: City of Dodge City 5 Year Street Project Plan for KDOT

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).

City Character Trait: Generosity

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, November 17, 2008

2. Appropriation Ordinance No. 23, December 1, 2008

3. Cereal Malt Beverage License
   a. Knights of Columbus Hall, 800 W Frontview, Dodge City

4. Approval of N. 14th Avenue Widening Change Order

5. Approval of 3rd Avenue Sidewalk Reconstruction Change Order

6. Approval of Construction Services for Airport Road with Burns & McDonald

7. Approval of Testing Services with Terracon for Airport Road

ORDINANCES & RESOLUTIONS

Ordinance No. 3467: An Ordinance Authorizing and Providing for the Issuance of
General Obligation Bonds, Series 2008-A, of the City of Dodge City, Kansas; Providing
for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on Said Bonds as They Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith, and Making Certain Covenants with Respect Thereto

Resolution No. 2008-20: A Resolution of the City of Dodge City Supporting the Regional Strategic Plan and Regional Incentives

Resolution No. 2008-21: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2008-A, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3467 of the Issuer, Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof, and Authorizing Certain Other Documents and Actions Connected Therewith

Resolution No. 2008 -22: A Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2008-1, of the City of Dodge City, Kansas, Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payments and Security Thereof, and Authorizing Certain Other Documents and Actions Connected Therewith

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Final Plat of Mariah Center. Presented by Dennis Veatch, Director of Development Services.

Approval of City of Dodge City 5 Year Street Project Plan for KDOT. Presented by Joe Finley, Director of Engineering Services.

OTHER BUSINESS

ADJOURNMENT
Memorandum

November 24, 2008

TO:        Ken Strobel, City Manager
FROM:  Ray Slattery, P.E.
RE:        Kansas Department of Transportation
           Federal Aid 5-Year Street Plan

Federal law requires that we seek public input concerning the 5-Year Federal Aid road plan before it is adopted. We have, therefore, scheduled a hearing on the Plan for the City Commission meeting on December 1, 2008.

Projects in this program are funded at an 80/20, with KDOT participating in 80% of the total construction costs and the City participating in 20%. KDOT ranks all projects submitted based on the cost and other criteria. Once the list is prepared, funding is based on this rating. Once the City receives funding, they are then put at the bottom of the list until all other requests have been funded.

Due to available KDOT funding and with Phase II of Wyatt Earp Blvd. Reconstruction being part of this program, I believe it will be sometime before any of the City’s projects are funded. However, by including them in the 5-year plan, KDOT is aware of the potential funding requests.

The plan submitted is as follows:
### KDOT 5-Yr Project Plan
**Construction Dollars Only**

<table>
<thead>
<tr>
<th>PROJECT</th>
<th>LOCATION/DESCRIPTION</th>
<th>LENGTH (Miles)</th>
<th>ESTIMATED CONST. COST ($1000)</th>
<th>FEDERAL FUNDS ($1000)</th>
<th>CITY FUNDS ($1000)</th>
<th>PREVIOUS YEAR’S PRIORITY</th>
<th>CURRENT YEAR’S PRIORITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Comanche St.</td>
<td>14th Avenue to US-50</td>
<td>1.20</td>
<td>$5,140</td>
<td>$4,110</td>
<td>$1,030</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Trail St.</td>
<td>2nd Ave. to 14th Ave.</td>
<td>0.74</td>
<td>$2,990</td>
<td>$2,390</td>
<td>$600</td>
<td>7</td>
<td>2</td>
</tr>
<tr>
<td>Comanche St.</td>
<td>Fairway Dr. to Avenue P</td>
<td>0.72</td>
<td>$2,910</td>
<td>$2,330</td>
<td>$580</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Trail St.***</td>
<td>2nd Ave. to US-400/US-56</td>
<td>2.25</td>
<td>$8,400</td>
<td>$6,720</td>
<td>$1,680</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>Avenue A</td>
<td>US-50 to Iron Rd.</td>
<td>1.00</td>
<td>$5,530</td>
<td>$4,420</td>
<td>$1,110</td>
<td>5</td>
<td>5</td>
</tr>
<tr>
<td>Central Ave.</td>
<td>Wyatt Earp Blvd. to Comanche St.</td>
<td>0.90</td>
<td>$5,050</td>
<td>$4,040</td>
<td>$1,010</td>
<td>N/A</td>
<td>6</td>
</tr>
<tr>
<td>McArator Rd.</td>
<td>2nd Ave. to W. City Limits</td>
<td>1.16</td>
<td>$4,980</td>
<td>$3,980</td>
<td>$1,000</td>
<td>8</td>
<td>7</td>
</tr>
</tbody>
</table>

**TOTALS**  
$35,000,000  
$27,990,000  
$7,010,000

**Trail St.*** - This project consists mostly of replacing the existing pavement and not total reconstruction of the roadway.

I recommend approval of the KDOT 5-Year Plan project listing as shown. If you have any questions or comments concerning the above, please let me know.
KANSAS DEPARTMENT OF TRANSPORTATION  
BUREAU OF LOCAL PROJECTS  
REQUEST FOR CONSTRUCTION PROJECT  

Submit One (1) Copy,  With Map  

City  

Dodge City  

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for  

County under an agreement dated  

WHEREAS: The Secretary's agency for the City of  

Dodge City  will be designated  

under an agreement to be executed, and,  

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,  

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,  

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is  

functionally classified as a  

Minor Arterial  on Route Number  

Comanche St.  located:  

from 14th Ave. to US-50  

Total Project Length  

(Km)  1.20  (Mi)  

Est. Let Date  10-09  

ESTIMATED costs of such improvements are as follows:  

Grading / Culverts / Storm Sewer  $ 2,910,000  

Surfacing (Type)  Concrete  $ 1,900,000  

Bridges (Number)  2  $ 300,000  

Seeding  $ 30,000  

Other  

$  

ESTIMATED Total for Project  $ 5,140,000  

Surveys and plans will be prepared by:  City of Dodge City/Consultant  

BE IT FURTHER RESOLVED: That sufficient funds of  $1,030,000  City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.  

Day  1st  Month  December  Year  2008  

at  Dodge City, Kansas.  

Recommended for Approval:  APPROPRIATE LOCAL OFFICIAL(S)  

County/City Engineer or Administrator  

Chairperson/Mayor  

Member  

Member  

ATTEST:  

County/City Clerk  

(Sheet 1 of 3)  

DOT Form 1302 (Rev. 3/00)
REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile No RR Owner N/A City Dodge City

Area Served: General Farming ___ Livestock ___ Oil/Gas ___ Industrial ___ Suburban ___ Urban ___

Utilities to be adjusted: Additional Utilities may be added during construction.

Environmental Concerns: Parks No Wetlands No Other No

Traffic Data: Present AADT 2,200 Year 2012 Estimated Future AADT 2,500 Year 2012

Existing Facilities:
<table>
<thead>
<tr>
<th>Roadbed Width</th>
<th>Surface Type</th>
<th>Surface Width</th>
<th>Condition</th>
<th>Surface Thickness</th>
<th>Curb &amp; Gutter</th>
<th>Storm Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M) 60.00</td>
<td>Asphalt</td>
<td>(M) 24.00</td>
<td>Fair to Poor</td>
<td>6&quot;</td>
<td>No</td>
<td>No</td>
</tr>
</tbody>
</table>

Proposed Facilities:
<table>
<thead>
<tr>
<th>Roadbed Width</th>
<th>Surface Type</th>
<th>Surface Width</th>
<th>Surfacing By:</th>
<th>Surface Thickness or Rate/Km or /Mi</th>
<th>Curb &amp; Gutter</th>
<th>Storm Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M) 60.00</td>
<td>Concrete</td>
<td>(M) 36.00</td>
<td>Contractor</td>
<td>8&quot;</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

Existing Bridges:

<table>
<thead>
<tr>
<th>NBHP Structure Number</th>
<th>Structure Type</th>
<th>Over-all Length</th>
<th>Clear Roadway</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCB</td>
<td>(M) 28.00</td>
<td>(Ft) 2.00</td>
<td></td>
</tr>
<tr>
<td>RCB</td>
<td>(M) 28.00</td>
<td>(Ft) 2.00</td>
<td></td>
</tr>
</tbody>
</table>

Proposed New Bridges:

<table>
<thead>
<tr>
<th>Structure Type</th>
<th>Over-all Length</th>
<th>Clear Roadway</th>
</tr>
</thead>
<tbody>
<tr>
<td>RCB</td>
<td>(M) 66.00</td>
<td>(Ft) 12.50</td>
</tr>
<tr>
<td>RCB</td>
<td>(M) 66.00</td>
<td>(Ft) 12.50</td>
</tr>
</tbody>
</table>

Railroad Crossings:

<table>
<thead>
<tr>
<th>Company Name</th>
<th>No. of Tracks</th>
<th>Main Tracks</th>
<th>Other Tracks</th>
<th>Avg. Trains Daily</th>
<th>Min. Vis. @ 300'</th>
<th>Present Protection</th>
<th>Proposed Protection</th>
</tr>
</thead>
</table>

Comments: Reconstruction of an old county road that is in the city to meet City Standards. Construct a section of roadway to connect heart of the city with the State owned Casino that will be located on the western edge of town.
REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

Preliminary Engineering (PE)
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

Rights of Way (R/W)
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

**ESTIMATED** non-construction costs are as follows:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Preliminary Engineering</td>
<td>$771,000</td>
</tr>
<tr>
<td>Rights of Way</td>
<td>$25,000</td>
</tr>
<tr>
<td>Utility Adjustments</td>
<td>$0</td>
</tr>
<tr>
<td>Other</td>
<td>$0</td>
</tr>
<tr>
<td><strong>ESTIMATED Total for Project</strong></td>
<td><strong>$796,000</strong></td>
</tr>
</tbody>
</table>
WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for ______________ County under an agreement dated ______________, or,

WHEREAS: The Secretary’s agency for the City of ______________ Dodge City ________ will be designated under an agreement to be executed, and,

WHEREAS: the Federal-Aid Highway Act of 1956, as amended, and subsequent acts and amendments, provided Federal-Aid funds to assist the counties, cities and other political sub-divisions in improving their roads and streets, and,

WHEREAS: The above-noted county/city desires to improve a certain portion of their road or street system as is more fully described hereinafter, now, therefore,

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number Central Ave. located: from Wyatt Earp Blvd. to Comanche St.

Total Project Length ______________ (Km) ______________ (Mi) Est. Let Date 5-13

ESTIMATED costs of such improvements are as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grading / Culverts / Storm Sewer</td>
<td>$3,040,000</td>
</tr>
<tr>
<td>Surfacing (Type) Concrete/Brick</td>
<td>$1,980,000</td>
</tr>
<tr>
<td>Bridges (Number)</td>
<td>$</td>
</tr>
<tr>
<td>Seeding</td>
<td>$30,000</td>
</tr>
<tr>
<td>Other</td>
<td>$</td>
</tr>
<tr>
<td>ESTIMATED Total for Project</td>
<td>$5,050,000</td>
</tr>
</tbody>
</table>

Surveys and plans will be prepared by: City of Dodge City/Consultant

BE IT FURTHER RESOLVED: That sufficient funds of $1,010,000 City are now, or will be available and are hereby pledged to the Secretary in the amount and at the time required for the supplementing of federal funds available for the completion of this project. Prior to Federal Authorization, any project expenditures made by the County/City are ineligible for federal funding and remain the responsibility of the County/City. Upon cancellation of the project by the County/City, the County/City shall reimburse the Secretary within thirty (30) days after receipt of statement of cost incurred by the Secretary prior to cancellation.

Day __1st__ Month __December__ Year __2008__, at ______________ Dodge City ____________, Kansas.

Recommended for Approval: ____________________________________________________________________________

APPROPRIATE LOCAL OFFICIAL(S)

________________________________________________________
County/City Engineer or Administrator

________________________________________________________
Chairperson/Mayor

ATTEST:

________________________________________________________
County/City Clerk

________________________________________________________
Member

________________________________________________________
Member

DOT Form 1302 (Rev. 3/00)
# REQUEST FOR CONSTRUCTION PROJECT

RR within 1/2 mile: No  
RR Owner: N/A  
City:  
Dodge City:  

Area Served:  
- General Farming  
- Livestock  
- Oil/Gas  
- Industrial  
- Suburban  
- Urban  

Others:  

Utilities to be adjusted:  
Utilities may be upgraded or replaced during the project.

Environmental Concerns:  
- Parks: No  
- Wetlands: No  
- Other: No

Traffic Data:  
Present AADT: 4,300 Year  
Estimated Future AADT: 5,200 Year  
2012

## Existing Facilities:

<table>
<thead>
<tr>
<th>Roadbed Width</th>
<th>Surface Type</th>
<th>Surface Width</th>
<th>Condition</th>
<th>Surface Thickness</th>
<th>Curb &amp; Gutter</th>
<th>Storm Sewer</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M) 60.00</td>
<td>Brick</td>
<td>(M) 36.00</td>
<td>Fair</td>
<td>8&quot;</td>
<td>Yes</td>
<td>Partial</td>
</tr>
</tbody>
</table>

## Proposed Facilities:

<table>
<thead>
<tr>
<th>Roadbed Width</th>
<th>Surface Type</th>
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<td>Concrete/Brick</td>
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<td>Yes</td>
</tr>
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</table>

## Existing Bridges:

<table>
<thead>
<tr>
<th>NBIP Structure Number</th>
<th>Structure Type</th>
<th>Over-all Length</th>
<th>Clear Roadway</th>
<th>Safe Load</th>
<th>Suff. Rating</th>
<th>Rating Year</th>
<th>Posted</th>
</tr>
</thead>
<tbody>
<tr>
<td>(M) (Ft) (M) (Ft)</td>
<td>(M) (Ft)</td>
<td>(M) (Ft)</td>
<td>(M) (Ft)</td>
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<td>(M) (Ft)</td>
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## Proposed New Bridges:

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<td>(M) (Ft) (M) (Ft)</td>
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<td>(M) (Ft)</td>
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</tbody>
</table>

## Railroad Crossings:

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<th>Company Name</th>
<th>No. of Tracks</th>
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<th>Other Tracks</th>
<th>Avg. Trains Daily</th>
<th>Min. Vis. @ 300'</th>
<th>Present Protection</th>
<th>Proposed Protection</th>
</tr>
</thead>
</table>

Comments: Reconstruction of one of the oldest streets in town that was a state highway years ago.
REQUEST FOR CONSTRUCTION PROJECT

In accordance with the Bureau of Local Projects (BLP) Memo 99-11, dated December 16, 1999, we are required, under the Comprehensive Transportation Program (CTP) to collect and record total costs of all work phases of projects. This includes local agency federal-aid and state-aid projects that include any non-participating, pre-construction local agency costs for preliminary engineering (plan design), rights of way and utility adjustments.

Please show below your estimate of the cost of any of the following non-participating work phases for this proposed project.

**Preliminary Engineering (PE)**
Please estimate the payments you will make to your consultant. If your agency will perform its own PE, include your estimated direct costs plus overhead.

**Rights of Way (R/W)**
Please estimate the payments you will make to landowners.

**Utility Adjustments (UTIL)**
Please estimate the total of any payments you will make to utility companies for adjustments to utilities located on private easements.

**ESTIMATED non-construction costs are as follows:**

- **Preliminary Engineering**: $757,500
- **Rights of Way**: $
- **Utility Adjustments**: $
- **Other**: $

**ESTIMATED Total for Project**: $757,500
GENEROSITY

Vs

Stinginess

Managing my resources so I can freely give to those in need.

Five Keys

1. **Manage Your Resources**: You didn’t bring anything into this life, and you can’t take anything with you when you leave it. Make the most of what you have while you have it—work, earn, save, and give wisely.

2. **Identify a Need**: Take time to identify what a person really needs.

3. **Share Your Resources**: The attitude of caring and the habit of sharing find truest expression in those whose resources are limited. Ask yourself what your responsibility is, and do what you can.

4. **Give of Yourself**: You will most value and respect those in whom you invest your treasured resources. Give of your time and energy.

5. **Invest in Others**: Look around you. Encourage coworkers and family members. Help an elderly neighbor with yard work or heavy tasks. Spend time with lonely individuals. Volunteer at company or community events.
CALL TO ORDER

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

INVOCATION: Ada Bogart

PLEDGE OF ALLEGIANCE

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

Vernon Bogart – President of Ministerial Alliance invited all to a Thanksgiving Dinner at the National Guard Armory from 11:00 to 2:30 on Thanksgiving Day.

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, November 3, 2008

2. Approval of City Commission Meeting minutes, November 3, 2008

3. Appropriation Ordinance No. 22, November 17, 2008

4. Cereal Malt Beverage License
   a. King Kwik Mart, 510 E Wyatt Earp, Dodge City

5. Approval of Professional Service for Well & Pump Service for Water Well No. 24

6. Approval of Contract for Water Service for County Resident

Commissioner Sherer moved to approve the Consent Calendar, Commissioner Broeckelman seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3466: An Ordinance Adding to Chapter 13 of the City of Dodge City Municipal Code a New Article 6, Implementing the National Pollution Discharge Elimination System and Establishing Regulations for Discharges into the Sewers of the City and Providing for Enforcement Thereof and Penalties for Violation Thereof. Commissioner Broeckelman moved to adopt the Ordinance, Commissioner Weber seconded. The motion carried unanimously.
Resolution No. 2008-19: A Resolution authorizing payment of 2008 year end bonuses to qualified employees. Commissioner Weber moved to approve the Resolution, Commissioner Sherer seconded. The motion carried unanimously.

NEW BUSINESS

Option to Purchase Real Property, 10 acres of property known as the Rost Property, with United States Army Reserve Center in the amount of $5,000 and give the City Manager the authority to sign the option after all changes have been made, was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. The motion carried unanimously.

A Contract for Professional Services with PEC for the Waste Water Treatment Plant in an amount not to exceed $3,245,000 was approved on a motion by Commissioner Sowers, seconded by Commissioner Sherer. The motion carried unanimously.

The Southwest Kansas Regional Cooperation Agreement was approved on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. The motion carried unanimously.

At 7:45 p.m. Commissioner Weber moved, Commissioner Broeckelman seconded to adjourn to Executive Session not to exceed 15 minutes to discuss non-elected personnel matters. The motion carried unanimously.

The meeting reconvened at 7:55.

Commissioner Sherer moved to approve the City Manager’s contract with a salary increase of 5% to $131,250, Commissioner Sowers seconded. Motion carried unanimously.

OTHER BUSINESS

Ken Strobel thanked the City Commission for vote of confidence. He asked the City Commission about a department head/Commission retreat on either December 10 or 11th. He will plan on December 10 from 5:00 p.m. to 8:00 p.m.

Commissioner Sherer attended the National League of Cities meeting and had the opportunity to attend many different sessions and has a lot of information to share.

Commissioner Broeckelman thanked Ken, Cherise and Mike for the patch work on Trail Street.

Commissioner Sowers talked about the S & P Rating of A+.
Mayor Smoll encouraged everyone to shop local during the upcoming holiday seasons and wished everyone a Happy Thanksgiving.

ADJOURNMENT was had on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. Motion carried unanimously.
APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, 67801, 11-21-08

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 corporation whose principal place of business is KNOTHS OF COLUMBUS, 800 W FRONTVIEW ST, and under authority of the resolution of the Board of Directors of said corporation, I hereby apply for a license to sell 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 KNIGHTS OF COLUMBUS 2955, a corporation with principal place of business at 800 W FRONTVIEW ST.
   The resident agent is JIM PETERS with offices at 800 W FRONTVIEW ST.
   Said corporation was incorporated on 1-31-67.
   A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (Y), No (N).

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

   SEE ATTACHED LIST

3. The premises for which the license is desired are located at 800 W FRONT VIEW
   DODGE CITY, KS 67801
   (a) The legal description of the premises is SAME - 800 W FRONTVIEW ST.
   (b) The street number is 800 W FRONTVIEW ST.
   (c) The building is described as KNIGHTS OF COLUMBUS HALL.
   (d) The corporate business under the license will be conducted in the name of the corporation or in the following name: COLUMBIAN GUILD, INC.

4. The name and address of the owner or owners of the premises upon which the place of business is located is
   COLUMBIAN GUILD
   800 W FRONTVIEW ST, DODGE CITY, KS 67801

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

   (a) None of them has within the last two years from this date been convicted of
      (1) A felony
      (2) A crime involving moral turpitude
      (3) Drunkenness
      (4) Driving a motor vehicle while under the influence of intoxicating liquor
      (5) Violation of any state or federal intoxicating liquor law if any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

   (b) No manager, officer or director or any stockholder owning in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:
      (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 Establishments Act or the Cereal Malt Beverage Laws of the State.

6. The place of business will be conducted by the following manager or agent:
   Name: JIM PETERS
   Address: 800 W FRONTVIEW ST
   Residence: 1107 WEST LANE APT #3
   Length of residence within this city or county in which the application is being made: 12 YRS
   Method of obtaining U.S. citizenship, together with date of naturalization if such is the method

   ___
   Date and place of birth: 9-1-53, EMPORIA, KS

   I hereby certify that with regard to this above-named manager the statement contained in number 7 above is in every respect true. If not, the details are set out hereinafter.

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

   A license fee of $25.00 is enclosed herewith.
Memorandum

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

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

Date: November 19, 2008
RE: N. 14th Avenue Widening ST0704

Attached please find Change Order 1 for your review on the above referenced project. The change order is for an increase of $11,312.96.

The change order is the result of the following:

Pavement Removal – The decrease of 33 S.Y. represents actual field measurements.

Sub-Grade Preparation – The increase of 21 S.Y. represents actual field measurements. This is a result of preparing the sub-grade under the additional 9" Pavement and some of the additional Curb & Gutter.

9" PCC Pavement – The increase of 18 S.Y. represents actual field measurements. This increase is due to the extra width of the pavement. The width was needed to better line up with the existing pavement at the highway.

30" Curb & Gutter – The additional 7 L.F. of represents actual field measurements. This was added because staff felt that there was section of curb and gutter adjacent to the curb and gutter that was being repaired, that needed to be replaced.

Remove & Replace 6" Reinforced Driveway – The increase of 62 S.Y represents actual field measurements. Extra pavement was needed at the Mead Lumber Drive and to patch an area on 14th Ave.

Adjust Water Valve – The addition of 1 Each represents actual field measurements. An additional water valve was in the construction area and needed to be adjusted to the new pavement elevation.

JF/mjr
<table>
<thead>
<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>CONTRACT OR PREVIOUS QUANTITY</th>
<th>ADJUSTED QUANTITY</th>
<th>AMOUNT OF OVERRUN OR UNDERRUN</th>
<th>CONTRACT UNIT PRICE</th>
<th>NEW UNIT PRICE</th>
<th>DOLLAR AMOUNT OF CHANGE</th>
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<tr>
<td>Pavement Removal</td>
<td>S.Y.</td>
<td>1596</td>
<td>1563</td>
<td>-33</td>
<td>$ 8.00</td>
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<td>Sub-Grade Preparation</td>
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<td>1886</td>
<td>1907</td>
<td>21</td>
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<td>1821</td>
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<td>L.F.</td>
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<td>$ 47.67</td>
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<td>62</td>
<td>$ 150.00</td>
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<tr>
<td>Adjust Water Vavle</td>
<td>Each</td>
<td>1</td>
<td>2</td>
<td>1</td>
<td>$ 500.00</td>
<td>$ 500.00</td>
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NET INCREASE $ 11,312.96

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Contractor: Klaver Construction Company, Inc.

By: ____________________________
Memorandum

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

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

Date: November 19, 2008
RE: 3rd Avenue Sidewalk Reconstruction

Attached please find Change Order 1 for your review on the above referenced project. The change order is for an increase of $22,503.50.

The change order is the result of the following.

Remove Curb & Gutter, includes Saw Cutting – The increase of 275 L.F. represents actual field measurements. A majority of this added work was because of the project being extending to cover the T.M. Deal Property. Some of the added quantities were also due to having to reconstruct the curb of the parking lot along the sidewalk that had been damaged by the trees that were previously there or vehicles hitting the curb.

Standard Curb & Gutter, installed – The increase of 279 L.F. represents actual field measurements. As stated before, a majority of this added work was because of the project being extending to cover the T.M. Deal Property. Some of the added quantities were also due to having to reconstruct the curb of the parking lot along the sidewalk that had been damaged by the trees that were previously there or vehicles hitting the curb.

4" Sidewalk – The increase of 400 S.Y. represents actual field measurements. As stated before, a majority of this added work was because of the project being extending to cover the T.M. Deal Property.

Double Curbed Curb & Gutter – The additional 1 L.F. of represents actual field measurements.

Type 22 Inlet – The additional of 1 EACH represents actual field measurements. As stated before, this added work was because of the project being extending to cover the T.M. Deal Property.

15" Plastic Storm Pipe, Installed – The increase of 20 L.F. represents actual field measurements. As stated before, this added work was because of the project being extending to cover the T.M. Deal Property.

JF/mjr
CITY OF DODGE CITY
Change Order

CONTRACT FOR: Third Avenue Sidewalk Reconst. PROJECT NUMBER: ST 0703

CONTRACTOR: JAG Construction Co. REQUEST NUMBER: 1

<table>
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<tr>
<th>ITEM DESCRIPTION</th>
<th>UNIT</th>
<th>CONTRACT OR PREVIOUS QUANTITY</th>
<th>ADJUSTED QUANTITY</th>
<th>AMOUNT OF OVERRUN OR UNDERRUN</th>
<th>CONTRACT UNIT PRICE</th>
<th>NEW UNIT PRICE</th>
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<td>L.F.</td>
<td>563</td>
<td>838</td>
<td>275</td>
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<td>Std. Curb &amp; Gutter, installed</td>
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<td>596</td>
<td>875</td>
<td>279</td>
<td>$ 15.00</td>
<td>$</td>
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<td>$</td>
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<tr>
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<td>$</td>
<td>$ 56.00</td>
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<tr>
<td>Type 22 Inlet</td>
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<td>2</td>
<td>3</td>
<td>1</td>
<td>$ 3,000.00</td>
<td>$</td>
<td>$ 3,000.00</td>
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<td>15&quot; Plastic Storm Pipe, Installed</td>
<td>LF</td>
<td>198</td>
<td>218</td>
<td>20</td>
<td>$ 30.00</td>
<td>$</td>
<td>$ 600.00</td>
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RECOMMENDED FOR APPROVAL:

[Signature]
Joseph E. Finley, P.E.
Director of Engineering Services

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Contractor: JAG Construction Co.

By: _______________________________

Nannette Pogue, City Clerk
Mayor or City Manager
Memorandum

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

From: Mike Klein, Airport Manager

Date: Wednesday, November 26, 2008

Subject: Airport Access Road Testing Services and Construction Services Contracts

Please find attached two contracts for the airport access road project for your review and ratification. The first contract is with Terracon Consulting Engineers for Testing Services. Terracon will test soil, fly ash, sub grades, density and thickness plus asphalt testing for density, stability, gradation and field sampling of asphalt materials. Terracon will perform the testing services for an estimated cost of $14,379.00.

The second contract is with Burns and McDonnell for Construction Services that includes responding to field issues for the duration of the project, prepare change orders, prepare final punch list, provide FAA close out documents. Burns and McDonnell will perform the scope of services for an estimated cost of 14,953.27. This contract will be utilized on an as needed basis. If we have issues that need clarification we will utilize Burns and McDonnell services for the duration of the project.

G.O. Bonding is the funding source for this project.

If you have any questions, or need additional information please contact my office.
September 22, 2008

Dodge City Regional Airport
806 2nd Avenue
Dodge City, KS 67801

Attn: Mr. Mike Klein
   Airport Manager
   Tel: 620.225.8100
   Email: mikekl@dodgecity.org

Re: Proposal to Provide Construction Observation and Testing Services
   Airport Access Road Reconstruction
   City Project No. AP 0801
   Dodge City, Kansas
   Terracon Proposal No. C-A608044

Dear Mr. Klein:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to the Dodge City Regional Airport (Client) for testing services associated with the Airport Access Road Reconstruction project. This proposal outlines our proposed scope of services to be performed by Terracon. For more detailed information on all of Terracon's services please visit our web site at http://www.terracon.com

A. PROJECT INFORMATION

It is our understanding that the project includes the reconstruction of the airport access road from station 0 + 00 to station 34 + 88 using hot mix asphalt over a fly ash modified subgrade. Terracon would provide testing on the subgrade soils, hot mix asphalt paving, and concrete sidewalks and curbs.

B. SCOPE OF SERVICES

Terracon understands that services requested by you would be limited to:

- Moisture density determination of soils
- California bearing ratio determination of soils
- In-situ moisture density determination of soils using nuclear methods
- Extraction and gradation testing of hot mix asphalt

Delivering Success for Clients and Employees Since 1965
More Than 95 Offices Nationwide
• Marshall density, stability, flow, and maximum specific gravity of hot mix asphalt
• Drilled core sampling and density determination of in-situ asphalt paving
• Cast-in-place concrete testing
• Compressive strength testing of concrete specimens

Terracon will be using facilities provided by the contractor for testing of the hot mix asphalt during pavement placement.

Terracon would be pleased to provide additional services at your request and execution of a change order.

We understand observation and testing services are being requested on a as-requested basis we will need to be given adequate notice when our services would be required.

We assign and schedule our personnel on an “as-available” basis for part-time, as-requested services. This will likely result in changes in personnel assigned to the project. We request our Construction Services Department be notified at least 24-hours before the time services are needed. When less than 24-hours notice is given, we will make a reasonable effort to accommodate the desired schedule. However, Terracon can not be responsible for additional costs to the project when adequate notice is not given for us to meet the desired schedule. When we are on-site, it is the responsibility of the Client or Contractor to coordinate, in advance, with our field representative when and where observation and testing services are needed (e.g., when concrete is to be poured or each lift of fill is ready for testing). Terracon can not comment on the suitability of materials we have not been directed to observe and test.

A qualified technician will perform the requested service under the direction of a project manager or engineer. Whenever possible, our staff will report the results of tests performed in the field to the Client’s designated agent before leaving the site. Typed summaries of field and laboratory observations and test results are usually submitted at approximately two-week intervals. However, the reporting interval could be longer during times when we have little or no activity on the project.

Items to be provided by the Client or Contractor include a complete set of plans and specifications at the start of the project (including copies of all subsequent revisions related to our services).

C. COMPENSATION

Our services will be provided on a time and materials basis in accordance with our schedule of standard fees. A partial fee schedule pertaining to the proposed services is
attached. To assist in budgeting for this project we have included an estimate of the
costs for our services on the project.

D. AUTHORIZATION

If this scope of services meets with your approval, work may be initiated by returning an
original copy of the attached Agreement for Services to our Garden City, Kansas office.
Project initiation may be expedited by sending a copy of the signed Agreement for
Services and the Project Data Sheet via e-mail (s Harper@terracon.com) or facsimile
(620.271.9772). The Project Data Sheet assists facilitating our administration of the
project. This proposal is valid only if authorized within 30 days of the proposal date.

We appreciate the opportunity to provide this proposal and look forward to working with
you on this project. Should you have any questions or comments regarding this
proposal or require additional services, please give us a call.

Sincerely,

TERRACON CONSULTANTS, INC.

Shane L. Harper
Construction Services
Department Manager

Michael H. Hawkins
Principal
Garden City Manager
AGREEMENT FOR SERVICES

This AGREEMENT is between Dodge City Regional Airport ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the Airport project ("Project"), as described in the Project Information section of Consultant's Proposal dated __________ ("Proposal") unless the Project is otherwise described in Exhibit A to this Agreement (which section or exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.

2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Consultant shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for work according to the fees stated in the Current Fee Schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.

4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or exhibit is incorporated into this Agreement). If not stated in Exhibit C, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as any applicable payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.

5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.

6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS REPRESENTATIVES, AGENTS, EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF $50,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.

7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.

8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance ($1,000,000; (ii) commercial general liability insurance ($1,000,000,000; (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (v) professional liability insurance ($1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.
10. CONSEQUENTIAL DAMAGES. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.

11. Dispute Resolution. Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant’s performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.

12. Subsurface Explorations. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant’s layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

13. Testing and Observations. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Consultant’s contractor’s work or their adherence to the project documents, and Consultant’s performance of testing and observation services shall not relieve Consultant’s contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Consultant’s contractor or its subcontractors and is not responsible for their means and methods.

14. Sample Disposition, Affected Materials, and Indemnity. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials (“Affected Materials”) at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Consultant is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant’s non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

15. Ownership of Documents. Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant’s property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant’s document retention policies and practices.

16. Utilities. Client shall provide the location and arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant’s attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.

17. Site Access and Safety. Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Consultant’s contractors, subcontractors, or other parties present at the site.

18. Termination. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

Consultant: Terracon Consultants, Inc.
By: ____________________________________________________________________________ Date: 9-22-2008
Name/Title: Michael H. Hawkins/Principal
Address: 1800 Palace Drive, Suite B
Garden City, Kansas 67846
Phone: 620.271.9791 Fax: 620.271.9772

Client: Dodge City Regional Airport
By: ____________________________________________________________________________ Date: 9-26-08
Name/Title: MICHAEL KEEN AIRPORT MANAGER
Address: 806 2nd Avenue
Dodge City, Kansas 67801
Phone: 620.226.8100 Fax:

Agreement Reference Number (Terracon Proposal or Project Number):C-A908044

Page 2 of 2
Rev. 8-08
## Soil and Fly Ash Subgrade Testing

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<th>Service</th>
<th>Quantity</th>
<th>Unit Price</th>
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Subtotal: $4,502.00

## Asphalt Testing

- Approximately 4340 Tons Asphalt, Samples every 500 Tons
- Extraction and Gradation: 9 each, $90.00 each, $810.00
- Marshall Density, Stability, Flow, Maximum Specific Gravity: 9 Sets, $230.00 each, $2,070.00
- Drilled core sampling and Density Determination (Estimate): 4 sets, $400.00 each, $1,600.00
- Field Sampling of Asphalt Materials: 20 hrs., $55.00 each, $1,100.00
- Mileage for Field Sampling: 600 miles, $0.67 each, $402.00
- Per Diem: 6 Days, $115.00 each, $690.00

Subtotal: $6,672.00

## Concrete Testing, Sidewalks, Curbs, etc.

- Technician Sampling and Testing: 15 hrs, $55.00 each, $825.00
- Concrete Cylinder Tests: 20 each, $17.00 each, $340.00

Subtotal: $1,165.00

## Engineering, Supervision, and Administration

- By Project Manager: 20 Hours, $80.00 each, $1,600.00
- By Senior Engineer: 4 Hours, $110.00 each, $440.00

Subtotal: $2,040.00

Estimated Total: $14,379.00

---

**EST. RANGE**

$12,900 TO $15,800

This estimated range is based on providing a normal level of involvement for the testing of Base Bid materials only and does not include extensive retesting or any bid alternates. The actual fee for our testing services will be based on our Standard Fee Schedule and our actual work performed. This may differ from the estimated range provided.
## PERSONNEL

<table>
<thead>
<tr>
<th>ITEM P-1</th>
<th>Services of Technician Level II</th>
<th>$ 55.00/Hour*</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM P-2</td>
<td>Field Professional I</td>
<td>$ 70.00/Hour*</td>
</tr>
<tr>
<td>ITEM P-3</td>
<td>Services of Project Manager</td>
<td>$ 80.00/Hour*</td>
</tr>
<tr>
<td>ITEM P-4</td>
<td>Services of Senior Engineer</td>
<td>$ 110.00/Hour*</td>
</tr>
<tr>
<td>ITEM P-5</td>
<td>Services of Principal Engineer</td>
<td>$ 145.00/Hour*</td>
</tr>
<tr>
<td>ITEM P-6</td>
<td>Clerical/Data Entry</td>
<td>$ 50.00/Hour*</td>
</tr>
<tr>
<td>ITEM P-7</td>
<td>Transportation Charges, Private Car, or Company Vehicle</td>
<td>$ 0.50/Mile**</td>
</tr>
<tr>
<td>ITEM P-8</td>
<td>Miscellaneous Charges, Including Shipping Charges, Rental Equipment, Outside Labor, Materials, Etc.</td>
<td>Cost + 15%</td>
</tr>
<tr>
<td>ITEM P-9</td>
<td>Per Diem</td>
<td>$ 115.00/Each</td>
</tr>
</tbody>
</table>

*No Additional "Per Test" Charges or Testing Equipment Charges.

*Hourly Rate May Increase for Sunday, and Holiday Work.

**No Additional Hourly Charge for Company Vehicle.

## SOILS

<table>
<thead>
<tr>
<th>ITEM S-1</th>
<th>ASTM D-1557 (Standard Proctor)</th>
<th>$ 150.00/Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM S-2</td>
<td>Field Permeability</td>
<td>$ 300.00/Each</td>
</tr>
<tr>
<td>ITEM S-3</td>
<td>Atterberg Limits</td>
<td>$ 50.00/Each</td>
</tr>
<tr>
<td>ITEM S-4</td>
<td>ASTM D-5084 Falling Head Permeability (Flexible Wall)</td>
<td>$ 250.00/Each</td>
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<tr>
<td>ITEM S-5</td>
<td>Remold for Permeability</td>
<td>$ 55.00/Each</td>
</tr>
<tr>
<td>ITEM S-6</td>
<td>-200 Sieve Analysis</td>
<td>$ 50.00/Each</td>
</tr>
<tr>
<td>ITEM S-7</td>
<td>1&quot; Minus Sieve Analysis</td>
<td>$ 110.00/Each</td>
</tr>
</tbody>
</table>

## CONCRETE

<table>
<thead>
<tr>
<th>ITEM C-1</th>
<th>4 x 8 Inch Compressive Strength of Cylinder (ASTM C-39)</th>
<th>$ 13.50/Each</th>
</tr>
</thead>
<tbody>
<tr>
<td>ITEM C-2</td>
<td>4 x 8 Inch Cylinder Mold</td>
<td>$ 1.50/Each</td>
</tr>
<tr>
<td>ITEM C-3</td>
<td>6 x 12 Inch Compressive Strength of Cylinder (ASTM C-39)</td>
<td>$ 15.00/Each</td>
</tr>
<tr>
<td>ITEM C-4</td>
<td>6 x 12 Inch Cylinder Mold</td>
<td>$ 2.00/Each</td>
</tr>
<tr>
<td>ITEM C-5</td>
<td>Flexural Strength of Concrete Beams</td>
<td>FOB Our Laboratory</td>
</tr>
<tr>
<td>ITEM C-6</td>
<td>Compressive Strength of Grout</td>
<td>$ 21.00/Each</td>
</tr>
<tr>
<td>ITEM C-7</td>
<td>Compressive Strength of Mortar</td>
<td>$ 13.50/Each</td>
</tr>
<tr>
<td>ITEM C-8</td>
<td>Compressive Strength of Concrete Cores</td>
<td>$ 30.00/Each</td>
</tr>
</tbody>
</table>
October 24, 2008

Mr. Mike Klein  
Director of Administration and Airport Manager  
806 2nd Avenue  
P.O. Box 880  
Dodge City, KS 67805

Airport Access Road Reconstruction  
Agreement for Construction Phase Services  
Project Number 50550  

Dear Mike:

Enclosed for your signature are three (3) original copies of Authorization No. 6, which we have signed. We have left the Notice to Proceed date blank assuming you will fill that in at the time you sign the authorization. Please execute and return two (2) copies.

I look forward to working with you on this phase of the Access Road Project. Please don’t hesitate to call me at any time.

Sincerely,

[Signature]

Hilary M. Fellows, P.E.  
Project Manager

Enclosure

Cc: Dave Hadel, P.E.
AUTHORIZATION NO. 6
FOR LIMITED CONSTRUCTION PHASE SERVICES
FOR
AIRPORT ACCESS ROAD RECONSTRUCTION
AT DODGE CITY REGIONAL AIRPORT
AIP Project No. 3-26-0017-XX

In accordance with SECTION 2 -- SCOPE OF PROJECT of the Agreement for Professional Engineering Services dated February 19, 2007, by and between CITY OF DODGE CITY, KANSAS, (SPONSOR) and BURNS & McDonnell, (CONSULTANT), the following improvement project “Airport Access Road Reconstruction at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:
   1. Project Name: Airport Access Road Reconstruction at the Dodge City Regional Airport.

   2. Description of Improvements: Provide professional engineering for limited construction phase services for the aforementioned project.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:
   CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

   1. Construction Phase Services: This phase includes activities for providing defined construction services throughout the project.
      a. Attend and conduct a preconstruction meeting with the SPONSOR, and Contractor. Attendees for the CONSULTANT will include the Project Manager.
      b. Respond to field issues throughout the duration of the project.
      c. Prepare change orders and supplemental agreements necessary for construction of the project.
      d. Prepare a Final Punch List. The Project Engineer, SPONSOR, FAA (if available) and Contractor will perform a final walk through of the project and prepare a final punch list of the project.
      e. Prepare a record set of conforming to construction record drawings as based on the contractor’s redlined markups. An electronic copy of the completed record set will be provided to the SPONSOR in AutoCAD version 14.
      f. Provide FAA closeout documents as stated in ACE-1610 Development Project Closeout.
      g. Provide project management for the services herein described.
C. UNDERSTANDING & CITY FURNISHED ITEMS:
1. The SPONSOR shall perform all construction observation and testing for this project.
2. The SPONSOR shall perform shop drawing reviews and material certifications as received from the Contractor.
3. The SPONSOR shall prepare monthly Contractor progress estimates and SPONSOR’s request for FAA reimbursement (form SF271).
4. The SPONSOR shall prepare Weekly Test Reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
5. The SPONSOR shall prepare a Final Testing Report. At the end of the project, the SPONSOR shall submit three copies to the CONSULTANT of the final testing and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.

D. METHOD OF COMPENSATION:
1. Compensation of the Scope of Work for items B.1.a thru g, shall be made by Method B – Cost Plus a Fixed Payment (profit) according to SECTION VII – PAYMENTS TO CONSULTANT, paragraph A.2, which outlines compensation on a Cost Plus a Fixed Payment (profit) basis

E. AMOUNT OF COMPENSATION:
1. CONSULTANT will perform the Scope of Services for items identified in B.1 of this Authorization No. 6, per the terms and conditions set forth in the Agreement, for the not to exceed amount of Fourteen Thousand Nine Hundred Fifty-Three Dollars and Twenty-Seventy Cents ($14,953.27).

F. ESTIMATED TIME OF COMPLETION:
1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 6 is estimated at Fifty (50) calendar days after the SPONSOR’s acceptance of the Contractor’s completed work.

G. ENGINEERS’ NOTICE TO PROCEED DATE:
1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is  

It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization No. 6.
IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be
executed in four (4) counterparts by their duly authorized representatives and made
effective the day and year first written above.

-----------------------------------

BURNS & McDonnell Engineering
Company, Inc

By: __________________________
    Peter D. Zanoni, P.E.
    Vice President
    Infrastructure Global Practice

By: __________________________
    Hilary M. Fellows, P.E.
    Project Manager

CITY OF DODGE CITY, KANSAS

By: __________________________
    E. Kent Smoll
    Mayor
    Dodge City, KS

By: __________________________
    Michael Klein
    Director of Administration/
    Airport Manager

ATTEST:

By: __________________________
    Nannette Pogue
    City Clerk

Dodge City Regional Airport
October 22, 2008

Authorization No. 6
Access Rd. Reconstruction Construction Services
DERIVATION OF CONSULTANT PROJECT COSTS
CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)
Entrance Road Reconstruction
Dodge City Regional Airport
2008 Limited Field/Offices Construction Phase Services
BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
September 30, 2008

1 DIRECT SALARY COSTS:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>4.0</td>
<td>$46.12</td>
<td>$184.48</td>
</tr>
<tr>
<td>Resident Representative</td>
<td>0.0</td>
<td>$38.80</td>
<td>$0.00</td>
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<tr>
<td>Associate Civil Engineer</td>
<td>0.0</td>
<td>$43.00</td>
<td>$0.00</td>
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<tr>
<td>Sr. Civil Engineer</td>
<td>69.5</td>
<td>$35.00</td>
<td>$2,432.50</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>0.0</td>
<td>$28.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asst. Civil Engineer</td>
<td>0.0</td>
<td>$26.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Staff Electrical Engineer</td>
<td>0.0</td>
<td>$31.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asst. Electrical Engineer</td>
<td>0.0</td>
<td>$25.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sr. Tech.</td>
<td>0.0</td>
<td>$31.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Staff Tech.</td>
<td>0.0</td>
<td>$24.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Geotech. Engineer</td>
<td>0.0</td>
<td>$28.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>4.0</td>
<td>$17.00</td>
<td>$68.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs 77.50 = $2,684.98

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 193.70% = $5,200.81

3 SUBTOTAL:

Items 1 and 2 = $7,885.79

4 PROFIT:

10.00% of Item 3 Subtotal = $798.58 Subtotal

5 OUT-OF-POCKET EXPENSES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Hours</th>
<th>Rate</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage (office)</td>
<td>844.44</td>
<td>$0.565</td>
<td>$494.00</td>
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<tr>
<td>Transport (field)</td>
<td>0.00</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Motel (office)</td>
<td>0.00</td>
<td>$75.00</td>
<td>$0.00</td>
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<tr>
<td>Motel (field)</td>
<td>0.00</td>
<td>$75.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Meals</td>
<td>0.00</td>
<td>$30.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Computer CADD</td>
<td>0.00</td>
<td>$7.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Computer Eng.</td>
<td>77.50</td>
<td>$3.50</td>
<td>$271.25</td>
</tr>
<tr>
<td>Materials and Supplies</td>
<td></td>
<td></td>
<td>$781.00</td>
</tr>
</tbody>
</table>

Total Out-of-Pocket Expenses = $1,700.88

6 SUBCONTRACT COSTS:

a. Surveyor = $0.00
b. Geotechnical Engineer = $0.00
c. Name of firm: type of work = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $10,375.24

CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)
DERIVATION OF CONSULTANT PROJECT COSTS
PROJECT CLOSEOUT TASKS (ACE-1810)
Entrance Road Reconstruction
Dodge City Regional Airport
2008 Limited Field/Offices Construction Phase Services
BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
September 30, 2008

1 DIRECT SALARY COSTS:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>1.0</td>
<td>$46.12</td>
<td>$46.12</td>
</tr>
<tr>
<td>Resident Representative</td>
<td>0.0</td>
<td>$38.80</td>
<td>$0.00</td>
</tr>
<tr>
<td>Associate Civil Engineer</td>
<td>0.0</td>
<td>$43.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sr. Civil Engineer</td>
<td>14.0</td>
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</tr>
<tr>
<td>Staff Engineer</td>
<td>0.0</td>
<td>$28.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asst. Civil Engineer</td>
<td>0.0</td>
<td>$26.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Staff Electrical Engineer</td>
<td>0.0</td>
<td>$31.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asst. Electrical Engineer</td>
<td>0.0</td>
<td>$25.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sr. Tech.</td>
<td>4.0</td>
<td>$31.00</td>
<td>$124.00</td>
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<tr>
<td>Staff Tech.</td>
<td>24.0</td>
<td>$24.00</td>
<td>$576.00</td>
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<tr>
<td>Geotech. Engineer</td>
<td>0.0</td>
<td>$28.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>2.0</td>
<td>$17.00</td>
<td>$34.00</td>
</tr>
</tbody>
</table>

Total Direct Salary Costs = $1,270.12

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 193.70% = $2,460.22

3 SUBTOTAL:

Items 1 and 2 = $3,730.34

4 PROFIT:

10.00% of Item 3 Subtotal = $373.03

Subtotal $4,103.38

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office) 0.00 Miles @ $0.585 / Mile = $0.00
b. Transport. (field) 0.00 Months @ $0.00 / Mo. = $0.00
c. Hotel (office) 0.00 Nights @ $75.00 / Night= $0.00
d. Hotel (field) 0.00 Nights @ $75.00 / Night= $0.00
e. Meals 0.00 Days @ $30.00 / Day = $0.00
f. Computer CADD 28.00 Hours @ $7.00 / Hour = $196.00
g. Computer Eng. 17.00 Hours @ $3.50 / Hour = $59.50
h. Materials and Supplies = $176.00

Total Out-of-Pocket Expenses = $474.65

6 SUBCONTRACT COSTS:

a. Surveyor = $0.00
b. Geotechnical Engineer = $0.00
c. Name of firm: type of work = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $4,678.03

PROJECT CLOSEOUT TASKS (ACE-1810)
DERIVATION OF CONSULTANT PROJECT COSTS  
SUMMARY OF COSTS  
Entrance Road Reconstruction  
Dodge City Regional Airport  
2008 Limited Field/Offices Construction Phase Services  
BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
September 30, 2008

1 DIRECT SALARY COSTS:

<table>
<thead>
<tr>
<th>TITLE</th>
<th>HOURS</th>
<th>RATE/HOUR</th>
<th>COST ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Manager</td>
<td>5.00</td>
<td>$46.12</td>
<td>$230.60</td>
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<tr>
<td>Resident Representative</td>
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<td>$0.60</td>
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<td>Associate Civil Engineer</td>
<td>0.00</td>
<td>$43.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Sr. Civil Engineer</td>
<td>33.50</td>
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<td>$1,172.50</td>
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<tr>
<td>Staff Engineer</td>
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<tr>
<td>Asst. Civil Engineer</td>
<td>0.00</td>
<td>$26.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Staff Electrical Engineer</td>
<td>0.00</td>
<td>$31.00</td>
<td>$0.00</td>
</tr>
<tr>
<td>Asst. Electrical Engineer</td>
<td>0.00</td>
<td>$25.00</td>
<td>$0.00</td>
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<tr>
<td>Sr. Tech.</td>
<td>4.00</td>
<td>$31.00</td>
<td>$124.00</td>
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<tr>
<td>Staff Tech.</td>
<td>24.00</td>
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<td>$576.00</td>
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<tr>
<td>Geotech. Engineer</td>
<td>0.00</td>
<td>$28.00</td>
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<tr>
<td>Clerical</td>
<td>6.00</td>
<td>$17.00</td>
<td>$102.00</td>
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</tbody>
</table>

Total Direct Salary Costs = $3,955.10

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 193.70% = $7,661.03

3 SUBTOTAL:

Items 1 and 2 = $11,616.13

4 PROFIT:

10.00% % of Item 3 Subtotal = $1,161.61

Subtotal $12,777.74

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office) 844.44 Miles @ $0.585 / Mile = $494.00
b. Transport (field) 0.00 Months @ $0.00 / Mo. = $0.00
c. Motel (office) 0.00 Nights @ $75.00 / Night = $0.00
d. Motel (field) 0.00 Nights @ $75.00 / Night = $0.00
e. Meals 0.00 Days @ $30.00 / Day = $0.00
f. Computer CADD 28.00 Hours @ $7.00 / Hour = $196.00
g. Computer Eng. 94.50 Hours @ $3.50 / Hour = $330.75
h. Materials and Supplies = $957.00

Total Out-of-Pocket Expenses = $2,175.53

6 SUBCONTRACT COSTS:

a. Surveyor = $0.00
b. Geotechnical Engineer = $0.00
c. Name of firm: type of work = $0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = $14,953.27

SUMMARY
November 25, 2008

MEMO

TO: Ken Strobel, City Manager
    Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director

SUBJECT: Ordinance No. 3467 and Resolution Nos. 2008-21 and 2008-22

At the November 3rd City Commission meeting, the Commission authorized the sale of $1,555,000 General Obligation Bonds and $2,265,000 Temporary Notes. The sale of these bonds and notes took place on Monday, November 24th. The Net Interest Cost for the bonds is 3.9578365% and the Note is 3.6125333%. Attached are the Exhibit A’s from the Bond Purchase Agreement and the Note Purchase Agreement that outlines the calculation of purchase price and the maturity schedules for each of these issues.

Three documents will be authorized at the meeting Monday night. The three items are:

Ordinance No. 3467. This ordinance provides for the issuance of the bonds and provides for the levy and collection of an annual tax for the purpose of paying the principal and interest of the bonds when it comes due. The ordinance repeals the purpose of the bonds which are the street reconstruction projects; states all legal requirements have been complied with; provides for the levy of an annual tax and authorizes the Mayor, City Clerk and other city officials to execute any documents that are necessary to carry out the sale of the bonds.

Resolution No. 2008-21 prescribes the form and details of the bonds and directs the sale and delivery of $1,155,000 principal amount of G.O. Bonds. It outlines all details including the principal amount that matures each September from 2009-2018, when and where payments are due; creation of funds in which to deposit the proceeds; what purpose the bonds can be spent and other notice and audit requirements.

Resolution No. 2008-22 authorizes and directs the issuance, sale and delivery of general obligation temporary notes in the amount of 2,265,000 and provides for the levy and collection of an annual tax, if necessary, for the purpose of paying the principal and interest on the notes as they come due. It also outlines all details including the principal amount that matures on September 1, 2012, but is callable in 2010. It outlines when and where payments are due; creation of funds in which to deposit the proceeds; for what purpose the bonds can be spent and other notice and audit requirements.

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

$1,155,000
CITY OF DODGE CITY, KANSAS
GENERAL OBLIGATION BONDS
SERIES 2008-A

CALCULATION OF PURCHASE PRICE

<table>
<thead>
<tr>
<th>Principal Amount</th>
<th>$1,155,000.00</th>
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<tbody>
<tr>
<td>Less Underwriter’s Discount</td>
<td>-13,282.50</td>
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<tr>
<td>Plus Original Issue Premium</td>
<td>4,974.35</td>
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<tr>
<td>Less Original Issue Discount</td>
<td>-1,727.45</td>
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<tr>
<td><strong>Total Purchase Price</strong></td>
<td><strong>$1,144,964.40</strong></td>
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</table>

MATURITY SCHEDULE

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Annual Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2009</td>
<td>$110,000</td>
<td>3.25%</td>
<td>100.674%</td>
</tr>
<tr>
<td>2010</td>
<td>100,000</td>
<td>3.25%</td>
<td>101.085%</td>
</tr>
<tr>
<td>2011</td>
<td>105,000</td>
<td>3.25%</td>
<td>101.037%</td>
</tr>
<tr>
<td>2012</td>
<td>105,000</td>
<td>3.25%</td>
<td>100.345%</td>
</tr>
<tr>
<td>2013</td>
<td>110,000</td>
<td>3.50%</td>
<td>100.646%</td>
</tr>
</tbody>
</table>

(Plus accrued interest from December 1, 2008)

REDEMPTION OF BONDS

Redemption by Issuer.

Optional Redemption. At the option of the Issuer, Bonds or portions thereof maturing in the years 2017 and thereafter may be called for redemption and payment prior to their Stated Maturity on September 1, 2016, and thereafter as a whole or in part (selection of maturities and the amount of Bonds of each maturity to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the Redemption Price of 100% (expressed as a percentage of the principal amount), plus accrued interest thereon to the Redemption Date.
EXHIBITA

$2,265,000
CITY OF DODGE CITY, KANSAS
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2008-1

CALCULATION OF PURCHASE PRICE

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Amount</td>
<td>$2,265,000.00</td>
</tr>
<tr>
<td>Less Underwriter's Discount</td>
<td>-22,650.00</td>
</tr>
<tr>
<td>Plus Original Issue Premium</td>
<td>13,091.70</td>
</tr>
<tr>
<td><strong>Total Purchase Price</strong></td>
<td><strong>$2,255,441.70</strong></td>
</tr>
</tbody>
</table>

MATURITY SCHEDULE

SERIAL NOTES

<table>
<thead>
<tr>
<th>Stated Maturity</th>
<th>Principal Amount</th>
<th>Annual Rate of Interest</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>September 1, 2012</td>
<td>$2,265,000</td>
<td>3.50%</td>
<td>100.578%</td>
</tr>
</tbody>
</table>

(Plus accrued interest from December 1, 2008)

REDEMPTION OF NOTES

*Optional Redemption.* At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2010, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.
ORDINANCE NO. [2467]

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

DECEMBER 1, 2008

$1,155,000
GENERAL OBLIGATION BONDS
SERIES 2008-A
ORDINANCE NO. (34)1

AN ORDINANCE AUTHORIZING AND PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2008-A, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THERewith; AND MAKING CERTAIN COVENANTS WITH RESPECT THEReto.

WHEREAS, the City of Dodge City, Kansas (the “City”) is a city of the first class, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the City has authorized the following improvements (the “Improvements”) to be made in the City, to-wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Ord. No./Res. No.</th>
<th>Authority (K.S.A.)</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Airport Parking Lot</td>
<td>Res. 2008-11</td>
<td>12-1736 et seq.</td>
<td>$800,000</td>
</tr>
<tr>
<td>Reconstruction of 6th Street –</td>
<td>Ord. 3087/</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Frontview to Ross</td>
<td>Res. 2008-06</td>
<td>12-685 et seq.</td>
<td>$805,000</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$1,605,000</td>
</tr>
</tbody>
</table>

* plus financing costs

WHEREAS, all legal requirements pertaining to the Improvements have been complied with, and the governing body of the City now finds and determines that the total cost of the Improvements (including issuance costs of the Bonds) and related expenses are at least $1,160,000, said cost to be paid by the City at large by the issuance of general obligation bonds; and

WHEREAS, the governing body of the City is authorized by law to issue general obligation bonds of the City to pay the costs of the Improvements; and

WHEREAS, none of such general obligation bonds heretofore authorized have been issued and the City proposes to issue $1,155,000 of its general obligation bonds to pay the costs of the Improvements.

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.
RESOLUTION NO. 2008-20

A RESOLUTION OF THE CITY OF DODGE CITY SUPPORTING THE REGIONAL STRATEGIC PLAN AND REGIONAL INCENTIVES

A RESOLUTION confirming support for the qualifying regional strategic plan and requesting the Kansas Secretary of Commerce approve the County of Ford as a Kansas Enterprise Zone designated nonmetropolitan business region.

WHEREAS, A regional strategic plan, required by K.S.A. 74-50, 116 c (2), has been updated and adopted by the Commission of the County of Ford and the City of Dodge City on December 1, 2008; and

WHEREAS, Additional city-wide business incentives of 25% waiver of building permit fees will be offered to all qualified businesses in the City, and

WHEREAS, All qualified businesses in the City will be notified of the availability of the business incentives indicated above by business assistance organizations, printed materials and news releases; and

WHEREAS, The Commission of the City of Dodge City chooses to continue its participation with Ford County as a Kansas Enterprise Zone designated nonmetropolitan business region as provided for by K.S.A. 74-50, 116; and

NOW, THEREFORE, BE IT RESOLVED by the City of Dodge City Commission: That the Kansas Secretary of Commerce is hereby requested to approve the County of Ford as a Kansas Enterprise Zone designated nonmetropolitan business region pursuant to the Kansas Enterprise Zone Act.

ADOPTED BY THE CITY OF DODGE CITY COMMISSION ON THE 1st DAY OF DECEMBER, 2008.

Kent Smoll, Mayor

ATTEST:

(Seal)

Nannette Pogue, City Clerk
RESOLUTION NO. 2008-[21]

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

DECEMBER 1, 2008

$1,155,000
GENERAL OBLIGATION BONDS
SERIES 2008-A
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EXHIBIT A – FORM OF BONDS .......................................................... A-1

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]
RESOLUTION NO. 2008-[2a]


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

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

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

ARTICLE 1

DEFINITIONS

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

“Act” means the Constitution and statutes of the State including K.S.A. 10-101 to 10-125, inclusive, K.S.A. 10-620 et seq. and K.S.A. 12-685 et seq. and K.S.A. 12-1736 et seq., as amended and supplemented from time to time.

“Authorized Denomination” means $5,000 or any integral multiples thereof.

“Beneficial Owner” of the Bonds includes any Owner of the Bonds and any other Person who, directly or indirectly has the investment power with respect to such Bonds.

“Bond and Interest Fund” means the Bond and Interest Fund of the Issuer for its general obligation bonds.

“Bond Counsel” means the firm of Gilmore & Bell, P.C., or any other attorney or firm of attorneys whose expertise in matters relating to the issuance of obligations by states and their political subdivisions is nationally recognized and acceptable to the Issuer.

“Bond Payment Date” means any date on which principal of or interest on any Bond is payable.
RESOLUTION NO. 2008-22

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

DECEMBER 1, 2008

$2,265,000
GENERAL OBLIGATION TEMPORARY NOTES
SERIES 2008-1
RESOLUTION

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Section 902. Failure to Comply with Continuing Disclosure Requirements .................. 22

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Section 1004. Notices ....................................................... 24
Section 1005. Electronic Transactions .................................... 24
Section 1006. Further Authority .......................................... 24
Section 1007. Severability .................................................. 24
Section 1008. Governing Law .............................................. 24
Section 1009. Effective Date ............................................... 25

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]
RESOLUTION NO. 2008-12

A RESOLUTION AUTHORIZING AND DIRECTING THE ISSUANCE, SALE AND DELIVERY OF GENERAL OBLIGATION TEMPORARY NOTES, SERIES 2008-1, OF THE CITY OF DODGE CITY, KANSAS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX, IF NECESSARY, FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID NOTES AS THEY BECOME DUE; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THERewith.

WHEREAS, the City of Dodge City, Kansas (the "Issuer") is a municipal corporation, duly created, organized and existing under the Constitution and laws of the State; and

WHEREAS, pursuant to the provisions of the laws of the State of Kansas applicable thereto, by proceedings duly had, the governing body of the Issuer has caused the following improvements (jointly the "Improvements") to be made in the City, to-wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Res. No.</th>
<th>Authority (K.S.A.)</th>
<th>Amount*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Acquisition of Water Rights – Gjerstad Property</td>
<td>2008-10</td>
<td>65-163d et seq.</td>
<td>$1,550,000</td>
</tr>
<tr>
<td>Acquisition of Property for Water Improvements</td>
<td>2008-10</td>
<td>65-163d et seq.</td>
<td>$692,160</td>
</tr>
<tr>
<td>and Water Rights</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$2,242,160</td>
</tr>
</tbody>
</table>

*plus financing costs

WHEREAS, the governing body of the Issuer is authorized by law to issue general obligation bonds to pay a portion of the costs of the Improvements; and

WHEREAS, the Issuer has not issued any general obligation bonds or temporary notes heretofore authorized; and

WHEREAS, it is necessary for the Issuer to provide cash funds (from time to time) to meet its obligations incurred in constructing the Improvements prior to the completion thereof and the issuance of the Issuer's general obligation bonds, and it is desirable and in the interest of the Issuer that such funds be raised by the issuance of temporary notes of the Issue pursuant to the Act; and

WHEREAS, the governing body of the Issuer hereby finds and determines that it is necessary for the Issuer to authorize the issuance and delivery of the Notes in the principal amount of $2,265,000 to pay a portion of the costs of the Improvements.

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

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Note Resolution shall have the meanings
City of Dodge City

Memorandum

Date: November 24, 2008

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Service Director

RE: Final Plat of Mariah Center

Attached for your review and approval by the City Commission is the Final Plat of Mariah Center. The Dodge City Zoning Board met November 19, 2008 to review this plat. The Zoning Board is recommending to the City Commission that this final plat be approved.

If you have any questions or need additional information, please let me know.
FINAL PLAT OF MARIAH CENTER
A TRACT OF LAND IN DODGE COUNTY, KANSAS LOCATED IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

EXECUTION AND ACKNOWLEDGMENT
CITY APPROVAL
STATE OF KANSAS
CITY OF DODGE
THE CITY OF DODGE CITY, KANSAS

E. KEVIN SMOLK, MAYOR
MANNIE "MOOGIE," CITY CLERK
STATE OF KANSAS COUNTY OF FORD

BEFORE ME A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERMISSED TO BE THE LEGAL PARTIES EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGE TO ME THAT SAY PARTIES EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND AGREE TO PERFORM AS A RESULT OF SAID ACT.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND HOUR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES ____________

NOTARY PUBLIC
OWNERS CERTIFICATE
STATE OF KANSAS COUNTY OF FORD

THE UNDERSIGNED BEING EXECUTOR OF "MARIAH CENTER" HAS CAUSED TO BE HELD OUT AND PLANTED A TRACT OF LAND IN DODGE COUNTY, KANSAS LOCATED IN SECTION 21, TOWNSHIP 26 SOUTH RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

LUTHER NATIONAL SERVICE CORPORATION

CLARK D. STEWART, PRESIDENT

REGISTER OF DEEDS CERTIFICATE
STATE OF KANSAS COUNTY OF FORD

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF THE Register OF DEEDS OF THIS COUNTY ON THE DATE OF ____________, 2008 IN PLAIN BOOK _________ PAGE ____ AND IS DULY RECORDED.

SPEER RUDGE
FORD COUNTY REGISTER OF DEEDS
TRANSFER RECORD CERTIFICATE
THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THE ____________, 2008.

DEANNA WILLIAMS, FORD COUNTY CLERK
STATE OF KANSAS
COUNTY OF FORD

DODGE CITY ZONING BOARD
THIS PLAT OF "MARIAH CENTER" HAS BEEN SUBMITTED TO AND APPROVED BY THE FORD CITY ZONING BOARD DATED ____________, 2008 IN PLAIN BOOK _______ PAGE ______ AND IS DULY RECORDED.

CHERYL H. BUCKLEY SECRETARY, ZONING OFFICER


EDWARD W. CLAY
COUNTY SURVOR
FORD COUNTY, KANSAS

CFS Map
Scale: 1" = 40' 1/2" = 10' 1" = 20' 1" = 40' 1/2" = 20'

CFS Map
Scale: 1" = 40' 1/2" = 10' 1" = 20' 1" = 40' 1/2" = 20'

TITLE COMMITTEE
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITTEE TITLE INSURANCE NO. T-1-2468-2ND REVISION
AUGUST 22, 2007 AT 08:00 AM

SECTION CORNER REFERENCES
SOUTHWEST SECTION CORNER SEC22-T25S-R25W
CENTER OF ASPHALT ROAD RUN 60.0 FT WEST
MAG NAIR AND WASH IN A GATE POST - 203.0 FT WEST
MAG NAIR AND WASH IN A GATE POLE - 29.0 FT W
MAG NAIR AND WASH IN A GATE POLE - 29.85 FT W
SOUTHEAST CORNER OF CONCRETE RETAINING WALL 37.85 FT N

WEST QUARTER SECTION CORNER SEC22-T25S-R25W
CENTER OF THE SOUTHWEST CORNER SEC22-T25S-R25W
CENTER OF HOUSE ENTRANCE TO THE EAST - 3.5 FT N
CENTER OF DRIVEWAY - 23.4 FT S
SKEIN WASHERCY IN A POWDER POLE - 50.0 FT S
WEST QUARTER SECTION CORNER SEC22-T25S-R25W
CENTER OF THE SUMMIT SEC22-T25S-R25W
CENTER OF THE SUMMIT SEC22-T25S-R25W
SKEIN WASHERCY IN A POWDER POLE - 65.0 FT S

FULFILLMENT OF CORNER REFERENCES
SOUTHWEST CORNER SEC22-T25S-R25W
CENTER OF THE SOUTHWEST CORNER SEC22-T25S-R25W
CENTER OF HOUSE ENTRANCE TO THE EAST - 3.5 FT N
CENTER OF DRIVEWAY - 23.4 FT S
SKEIN WASHERCY IN A POWDER POLE - 50.0 FT S
WEST QUARTER SECTION CORNER SEC22-T25S-R25W
CENTER OF THE SUMMIT SEC22-T25S-R25W
CENTER OF THE SUMMIT SEC22-T25S-R25W
SKEIN WASHERCY IN A POWDER POLE - 65.0 FT S

deck

LEGAL DESCRIPTION
A TRACT OF LAND LOCATED IN SECTION 26 AND 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN IN DODGE CITY, FORD COUNTY, KANSAS, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 26, THENCE S9°00'00" E501.00', A DISTANCE OF 501.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 28, A DISTANCE OF 263.35 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, A DISTANCE OF 264.20 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, A DISTANCE OF 264.20 FEET TO THE POINT OF BEGINNING.

INTERSECTING NORTH 9°00'00" EAST ALONG SAID WEST LINE A DISTANCE OF 374.88 FEET TO A POINT THENCE SOUTH 89°01'00"西 A DISTANCE OF 417.42 FEET TO A POINT.

INTERSECTING S9°00'00" E501.00', A DISTANCE OF 501.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 26, A DISTANCE OF 263.35 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, A DISTANCE OF 264.20 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 28, A DISTANCE OF 264.20 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT CONTAINS 399.05 ACRES OR 17,362,576 SQUARE FEET MORE OR LESS.

SURVEYOR CERTIFICATIONS
MICHAEL A. ADAMS K.S. C.G.S. 1108

REPLY TO THE REGISTERED SURVEYOR IN THE STATE OF KANSAS DO HEREBY CERTIFY, IN THE BEST OF MY KNOWLEDGE, THIS TO BE A TRUE AND CORRECT COPY OF A SURVEY CONDUCTED BY ME OR UNDER MY DIRECTION IN THE PREPARATION OF THIS MAP.

DATE SUBMITTED: ____________

MICHAEL A. ADAMS K.S. C.G.S. 1108

IN THE PREPARATION OF THIS MAP.

CHECKED:

MICHAEL A. ADAMS K.S. C.G.S. 1108

DATE: ____________

IN THE PREPARATION OF THIS MAP.

CHECKED:

MICHAEL A. ADAMS K.S. C.G.S. 1108

DATE: ____________

IN THE PREPARATION OF THIS MAP.

CHECKED:

MICHAEL A. ADAMS K.S. C.G.S. 1108

DATE: ____________

IN THE PREPARATION OF THIS MAP.
FINAL PLAT
OF
MARIAH CENTER
A TRACT OF LAND IN DODGE CITY, FORD COUNTY, KANSAS LOCATED IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN