

CITY COMMISSION AGENDA

City Commission Chambers
Tuesday, January 20, 2009 7:00 p.m.
MEETING #4742

CALL TO ORDER

ROLL CALL

INVOCATION: Pastor Kirk Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Dodge City Public Library Quarterly Report, Cathy Reeves.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, January 5, 2009
2. Appropriation Ordinance No. 2, January 19, 2009
3. Cereal Malt Beverage
 - a. Water Sports Campground & RV Park, LLC, 500 Cherry St, Dodge City

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

Approval of Contract with Layne Western for Well 24 Rehabilitation. Reported by Joe Finley, Director of Engineering Services.

Approval of OMI Contract Amendment. Reported by Mike Klein, Superintendent of Public Works.

Approval of Agreement with Village Square Mall for the Installment of a Lift Station Pump. Reported by Cherise Tieben, Assistant City Manager.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Commission Chambers
Monday, January 5, 2009 7:00 p.m.
MEETING #4741

CALL TO ORDER

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

INVOCATION: Pastor Kirk Larson, Grace Community Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, December 29, 2008
2. Appropriation Ordinance No. 1, January 5, 2009
3. Cereal Malt Beverage
 - a. Tacos Jalisco, 412 E. Wyatt Earp, Dodge City

Commissioner Sherer moved, Commissioner Sowers seconded to approve the Consent Calendar. Motion carried unanimously.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

OTHER BUSINESS

ADJOURNMENT: Commissioner Sowers moved, Commissioner Sherer seconded to Adjourn. Motion carried unanimously.

E. Kent Smoll, Mayor

ATTEST:

Nannette Pogue, City Clerk

(Individual Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, 2 January 2009, 20

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

or

THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS.

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

1. (a) Name of proposed licensee: WATERSPORTS CG & RV PARK. The name and address of the owner or owners of the premises

PAT MORRISON

81

(b) Age

(c) Place and date of birth 5-10-27

Superior, Nebr., 20

(d) Residence address 504 Minneola, Rd.

Dodge City, Ks.

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

71

years.

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

500 Cherry St.

(a) The legal description of said property is

West one-half of Section (36),

Township (26), Range (25), West

of the 6th PM in Ford County, Ks.

(b) The street number is 500 Cherry St.

(c) The building to be used is Concrete Block

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

Water Sports Campground & RV Park, LLC

upon which the proposed business will be located is

Pat & Olive Morrison

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

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

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

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

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

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

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

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

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

(a) If the answer above is yes, the name, age, and residence of manager or agent is Dena Vogel, 54

500 Cherry St., Lot # 20

Dodge City, Ks., 67801

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

Have not to all

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


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

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

A license fee of \$ 75.00 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: January 7, 2009

RE: Well 24 Rehabilitation Services

Background:

Several weeks ago Well 24 began pumping large volumes of sand. The City's Utility Specialist investigated to determine the cause of the sand and what damage had been done to the well pump. Due to the amount of sand, Layne Western was brought in to look at the well casing and advise us on an effective treatment. They determined that electrolysis caused from stray currents had eaten several holes in the column pipe. The sand had also done significant damage to the pump and assembly. New grounding of the electrical systems, well casing, and pump will need to be done. We are also working with Victory Electric to provide additional grounding for their facilities.

Current Considerations:

To rehabilitate this well, Layne Western is proposing to do a light cleaning to remove all existing bacteria from the casing. In addition, the pump has significant damage and will need to be rebuilt and reinstalled. Once this work is complete the well should perform as it did originally.

Financial Considerations:

The light cleaning work would be performed at a cost of \$11,025 and the pump services would be done for a cost of \$27,011 for a total cost of \$38,036.

Recommendations:

Staff would recommend approving this proposal for Well Rehabilitation Services with Layne Western in the amount of \$38,036. Should you have any questions, or need further information please let me know.

Layne-Western*a division of Layne Christensen Company*1011 W. Harry • Wichita, Kansas 67213 • (316) 264-5365 • Fax: (316) 264-1274

January 5, 2009

City of Dodge City
806 2nd Ave
Dodge City, Kansas 67801

Attn: Ken Zielke

Re: Update on Well and Pump Services – Well No. 24

Dear Ken:

Layne Western is pleased to provide you with an update on recent well and pump services. The following shall serve as clarification as to what Layne Western has verified.

As you recall we were experiencing some “sand” and formation material while the well pump was in operation. This pump assembly was removed from service and the well was bailed to original total depth. A complete pump inspection was performed at our facility in Wichita. Pump inspection reveals several holed within four different column pipes and the bowl assembly sustained excessive wear do to “sand” and formation debris traveling through the pump while in operation.

A Down Hole Television survey was performed to verify the present overall integrity of the well and if any damage was present. Survey revealed no damage to well screen and casing which is good. We did notice that some on the well screen is “plugged” with bacterial fouling and this well should be cleaned prior to pump installation. Fouling will effect the overall well efficiency and may cause the pump to have premature failure. You will notice on the survey that some areas of the stainless steel well screen have a “shine” appearance. These areas indicate were water was jetting out through the holes in the column pipe while the pump was in operation. This jetting of water traveled through the well screen, gravel pack and formation area. The jetting disrupted the gravel pack, formation material and the finer material actually penetrated back through the well screen into the well. During operation he pump picked this material up and this is how we were noticing sand and formation material within the system.

As to how the holes developed within the column pipe to start this problem, it appears that we have a “grounding” issue with the well and pump. This type of grounding issue does not occur often, however, we are encountering stray underground electrical current within the area of well 24. This stray current is trying to find a ground of least resistance.



The original grounding rod(s) installed outside the well house when this well was constructed may or may not still be present. This stray underground current eventually traveled to the pump and holes developed near the thread area of the column pipe. To help correct this grounding issue it is suggested that the City have a local certified electrician check the system and install proper grounding to the well electrical, well casing and pump. It would be beneficial if the source of the stray underground current could be found and if any additional grounding can be performed at the source. It has been determined that when we encounter a stray underground current issue, that it can be an ongoing problem. The new grounding will help in the short term, however do to the severity of the stray underground current, grounding may need to be checked periodically and additional grounding may need to be installed. Pricing for services is as follows.

Well Rehabilitation Services – Light Treatment

Mobilization / Demobilization:

Fuel: 150 miles x \$ 3.50/mile x 2 ways.....\$ 1,050.
Labor: \$ 185/hour x 3 hours x 2 ways.....\$ 1,110.

Labor:

Perform a light treatment to remove bacterial fouling from well 24. This treatment will consist of liquid chemicals along with mechanical cleaning techniques to clean and remove bacterial fouling from this well.
\$ 185/ hour x 9 hours x 3 days.....\$ 4,995.

Shop:

Load material and equipment for project. \$ 95/hour x 6 hours.....\$ 570.

Material:

1000 gallon – Chemical Treatment @ \$ 2.85/gallon.....\$ 2,850.
1000 gallon – Disinfection Treatment @ \$ 0.45/gallon.....\$ 450.

Total Price for Well Rehabilitation Services.....\$ 11,025.

Pump Services

Mobilization / Demobilization, Labor to reinstall pump and Shop to order material and reassembly is part of the November 7, 2008 proposal.....No Charge

Material:

1-each, Bowl Shaft; 1.11/16” x 6’-11”, 416 SS\$ 998.

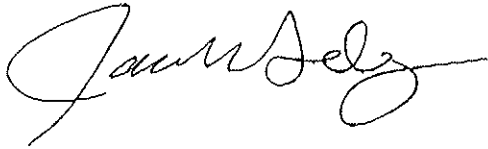


6-each, Brass Bushing; 1.11/16" x 2. 1/8" x 3" @ \$ 87/each.....	\$ 522.
1-each, Brass Bushing; 1.11/16" x 2. 1/8" x 5".....	\$ 94.
1-each, Brass Bushing; 1.11/16" x 2. 1/8" x 6".....	\$ 101.
6-each, Machine Work; Impellers turned down @ \$ 95/each.....	\$ 570.
6-each, Machine Work; Wear rings made @ \$ 105/each.....	\$ 630.
40-feet, Column Assembly; 8" x 1. 1/2" x 10 feet long with combination couplings and epoxy coated inside and outside @ \$ 314.50/foot.....	\$ 12,580.
5-feet, Column Assembly; 8" x 1. 1/2" x 5 foot long with combination couplings And epoxy coated inside and outside @ \$ 314.50/foot.....	\$ 1,572.50
7-each, Line shaft; 1. 1/2" x 10 foot long, 416SS with sleeve and coupling @ \$ 726/each.....	\$ 5,082.
23-each, Rubber bearings, snap-in, 1. 1/2" x 1. 11/16" x 2. 3/4" @ \$ 61/each.....	\$ 1,403.
1-each, Brass Bushing, for stuffing box.....	\$ 122.
1-each, 8" check valve.....	\$ 1,211.
1-each, Top Shaft; 1. 1/2" x 5'-3", 416SS.....	\$ 201.
30-bags, Blast sand @ \$ 12/bag.....	\$ 360.
2-gallons, Primer @ \$ 21/gallon.....	\$ 42.
2-kits, Epoxy coating @ \$ 221/kit.....	\$ 442.
3-rolls, Green tape @ \$ 5.50/roll.....	\$ 16.50
1-each, Air line assembly.....	\$ 121.
Freight Charges.....	\$ 943.
Total Price for Pump Services.....	\$ 27,011.
Grand Total for Both Well Rehabilitation and Pump Services.....	\$ 38,036.



The above pricing does not include applicable state and local taxes. If you agree with the above services then please sign and date on the "Approved By" section on the bottom of this page. If you have questions or comments please contact our office. Thank you.

Layne Western
A Division of Layne Christensen Company



James W. Seley, Sales Engineer

Approved By: _____



Memorandum

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

From: Mike Klein, Supt of Public Works MK

Date: Thursday, January 15, 2009

Subject: CH2M Hill OMI Contract Amendment

Please find attached for your review and ratification the OMI contract amendment. The new contract fee adjustment represents an increase of 3% to cover the additional operating cost of \$ 31,056 for 2009. The additional operating cost is for a cost living adjustment for OMI staff and taking on additional responsibility for the operations and maintenance of six new lift stations. OMI continues to be very professional and a part of our team. OMI's staff is very knowledgeable and maintains our Wastewater facility in a first class condition.

Current Contract Fee	\$ 1,035,234.00
Current Monthly Fee	\$ 86,269.50
Proposed 2009 Annual Contract Fee	\$ 1,066,290.00
Proposed 2009 Monthly Fee	\$ 88,857.50

It is the recommendation of staff to accept the contract amendment from OMI for the proposed 2009 adjustments.

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

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

Dear Mike,

Attached for your review and the City's approval is the new contract amendment beginning January 1, 2009. The new contract fee adjustment represents an increase of approximately 3% to cover an additional \$31,056 increase in our operating cost for the year 2009.

Current annual contract fee	\$1,035,234
Current monthly fee	\$ 86,269.50
Proposed 2009 annual contract fee	\$1,066,290
Proposed 2009 monthly fee	\$ 88,857.50

The additional operating cost can be contributed to the cost of living adjustment for staffing and the fact that we have accepted the added responsibility for the operation and maintenance of more lift stations for the City. The additional lift stations are Ranch Wood Estates, Village Square Mall, Presto Convenient Store, Victory Electric, Catholic Church, and the new soccer field. Although this has added a substantial work load on our operating staff we are going to do our best to perform these additional tasks without increasing staffing.

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

Ben F. Looney
Project Manager

AMENDMENT NO. 2
to the
AGREEMENT
for
OPERATIONS, MAINTENANCE, AND
MANAGEMENT SERVICES

THIS AMENDMENT is made and entered into this 1st day of January, 2009, by and between The City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City Kansas 67801 and Operations Management International, Inc., (hereinafter "CH2M HILL OMI") whose address for any formal notice is 9193 South Jamaica Street, Suite 400, Englewood, CO 80112. This Amendment No. 2 to the Agreement dated the 1st Day of March 2007, between Owner and CH2M HILL OMI.

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

1. Paragraph E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for Services performed under this Agreement a Base Fee of One Million Sixty Six Thousand Two Hundred Ninety Dollars (\$1066290) for the 2009 calendar year of this Agreement. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.
2. Paragraph E.1.4 in Appendix E is deleted in its entirety and replaced with the following Article E.1.4 in Appendix E:

E 1.4 The total amount CH2M HILL OMI shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000) for the calendar year January 1, 2009 to December 31, 2009. CH2M HILL OMI shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay CH2M HILL OMI for all monies in excess of such limit. CH2M HILL OMI will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.
3. Paragraph E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:

E.1.5 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of One Hundred and Five Thousand Dollars (\$105,000) during year January 1, 2009 to December 31, 2009. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost are less than the annual Repairs Limit during the calendar year. In the event the Repairs Limit is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for the amounts exceeding the Repairs Limit and Owner shall pay CH2M HILL OMI for all Repair Cost in excess of such limit.

All other terms and conditions of the original March 1, 2007 Agreement remain in effect. The Parties hereby approve this Amendment No. 2 as is indicated by the signatures of their authorized representatives, below.

OPERATIONS MANAGEMENT
INTERNATIONAL, INC.

CITY OF DODGE CITY KANSAS

Authorized signature:

Authorized signature:

Name: Natalie Eldredge
Title: Vice President

Name:
Title:

Date: _____

Date: _____

INSTALLMENT SALE AGREEMENT

This contract is made and entered into this ____ day January, 2009, by and between **City of Dodge City, Kansas**, a municipality (hereinafter "Seller"), and **DCM Limited, LLC**, commonly known as Village Square Mall, (hereinafter "Purchaser").

WHEREAS, subject to the terms and conditions of this agreement, the PURCHASER wishes to purchase and the SELLER wishes to sell a lift station pump for the aggregate consideration set forth below.

NOW, THEREFORE, in consideration of the premises and mutual covenants made herein, the parties each hereto, each intending to be legally bound, do hereby agree as follows:

1. **Payment.** SELLER sells PURCHASER the lift station pump, more specifically described in the attachment hereto, upon the terms set forth below. PURCHASER, given the choice of paying the net price set forth below or the time price in installments as set forth below, agrees to pay same to SELLER at its offices at the address shown below:

Purchase amount of \$49,575.00 along with interest payable at three percent (3.0%) per annum, payable in 120 consecutive installments of \$478.70 each, except the last installment shall be the balance due. First installment shall be due February 1, 2009 and each subsequent installment due and payable on the first day of each following month.

2. **Warranties.** No representation or statements have been made by SELLER concerning the lift station pump except as stated in this agreement and no warranty, express or implied, by SELLER, arises apart from this writing. Any and all warranties available from the manufacturer of the lift station pump are assigned and transferred to PURCHASER by SELLER.

3. **Insurance.** PURCHASER will insure the pump against all hazards in form and amounts and with an insurer satisfactory to SELLER. In the event of damage to the lift station pump and payment of insurance, SELLER shall have the option of replacing and/or repairing the goods or applying the proceeds on any obligation secured by this agreement.

4. **Maintenance.** PURCHASER will keep the lift station pump in good condition and free from liens and other security interests, will pay promptly all taxes and assessments upon it or with respect to its use, will not use the lift station pump illegally or dispose of or encumber it, will not remove the lift station pump from the premises to which it is delivered as stated on the face of this contract without the prior written consent of SELLER.

5. **Events of Default.** The occurrence of any of the following shall constitute a default under this agreement:

- a. Failure of PURCHASER to perform any obligation or agreement specified in this agreement, or if any warranty representation made

under this agreement by PURCHASER should prove to be materially incorrect;

- b. The death of PURCHASER, any co-signer or guarantor on any obligation secured by this agreement, or the dissolution, merger, consolidation or reorganization of any corporate purchaser or corporate obligor on such obligation;
- c. The institution of any proceeding in bankruptcy, receivership or insolvency against PURCHASER; or against any obligor on any secured obligation or the institution by any party of action for attachment or similar process;
- d. The issuance of execution process against any property of PURCHASER or any such co-obligor; or the entry of any judgment against PURCHASER or any such co-obligor, or any assignment for benefit of creditors or similar action adversely involving any such parties;
- e. Any condemnation, levy, forfeiture or similar action against the lift station pump or any part thereof;
- f. When SELLER shall in good faith or upon reasonable grounds believe that the prospect of performance of any obligation of PURCHASER under this agreement, or of performance or payment

of any obligations secured by this agreement, by PURCHASER or any other obligor on them, is materially diminished;

g. The default by PURCHASER under any other contract obligation.

6. **Remedies on Default.** In the event of a default, or if SELLER shall consider the payment of the balance of the installment payments insecure, SELLER shall have the right to:

a. Obtain judgment for the amount of the installments delinquent under the contract, plus interest at 3% on such delinquent payments from due date, and reasonable attorney fees without prejudicing SELLER's right to subsequently obtain judgment for additional, or the balance of, the installments or to exercise other rights contained in this agreement or at its option, declare all unpaid installments and other monies due or to become due under this contract immediately due and payable and to obtain judgment for the total amount of unpaid installments due, plus interest of 3% on delinquent payments from due date, and reasonable attorney fees;

b. Enter any premises and without breach of the peace, take possession of the lift station pump. SELLER may require PURCHASER to disassemble and remove the lift station pump from the premises and make it available to SELLER at a place to be

designated by SELLER which is reasonably convenient to SELLER and PURCHASER. SELLER shall have the right to take immediate possession of the lift station pump, with or without legal process, and to sell or otherwise dispose of the lift station pump. SELLER will give PURCHASER reasonable notice of the time and place of any public sale of the lift station pump or the time after which any private sale or other disposition is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to the address of the PURCHASER shown below or such other address of PURCHASER as may from time to time be shown on SELLER's record at least five (5) days prior to such action. PURCHASER will pay any deficiency that may remain after exercise of such rights, plus expenses of retaking, holding, preparing for sale, selling or the like, including SELLER's reasonable attorney fees. All of SELLER's rights under this agreement are cumulative and no waiver of any default shall affect any later default.

7. **Miscellaneous Terms and Provisions.**

- a. Loss or damage to the lift station pump will not release PURCHASER.

- b. Repairs to the lift station pump shall be at the PURCHASER's expense and shall constitute component parts of the lift station pump subject to the terms of this contract.
- c. If any part of this contract is adjudged invalid, the remainder will not be invalidated by such judgement.
- d. SELLER may assign this contract but PURCHASER shall not. SELLER's assignee shall have all of the rights, powers and remedies of SELLER but shall be subject to none of SELLER's obligations, and any right remedy or authority conferred upon SELLER under this agreement shall upon assignment be deemed to be conferred upon SELLER's assignee, even though the term "Seller" only is used in this agreement and any notice to which "Seller" is entitled shall be given to SELLER's assignee if PURCHASER has notice of an assignment
- e. PURCHASER will not assert against any assignee of this contract any defense that PURCHASER may have against SELLER.
- f. If there be more than one signer of this contract, their obligation shall be joint and several, and each specifically waived presentment or demand, and agree that any extension or extensions of time of payment of this contract, or any installment or part installment, may be made before, at or after maturity by agreement with any

one or more of the parties, and they waive any right which they may have to require the holder to proceed against any person.

- g. This agreement will be governed by the laws of the State of Kansas, and all obligations of PURCHASER shall bind its heirs, executors, administrators, or successors.

8. **Warranty as to use.** PURCHASER warrants that the goods are purchased for commercial purposes and are to become fixtures, the same are or will be affixed to the following described real estate:

Village Square Subdivision, Block1, Lot 1; commonly known as Village Square Mall, 2601 Central Avenue, Dodge City, Ford County, Kansas.

9. **Exclusive Statement of Contract.** This writing contains the full, final and exclusive statement of the contract between the parties and no agreement or warranty shall be binding on the SELLER unless expressly contained in it.

10. **Guarantee.** The PURCHASER agrees that all obligations contained in this agreement will be guaranteed by separate personal guarantee to be executed by Mr. David Swezey.

CITY OF DODGE CITY

BY: _____
KEN W. STROBEL, City Manager
Seller

DCM Limited, LLC:

By: _____
_____, Purchaser

Loan Amortization Schedule

Enter values	
Loan amount:	\$ 49,575.00
Annual interest rate:	3.00 %
Loan period in years:	10
Number of payments per year:	12
Start date of loan:	1/5/2009
Optional extra payments:	\$ -

Loan summary	
Scheduled payment	\$ 478.70
Scheduled number of payments	120
Actual number of payments	120
Total early payments:	\$ -
Total interest:	\$ 7,868.99

Lender name: City of Dodge City

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
1	2/5/2009	\$ 49,575.00	\$ 478.70	-	\$ 478.70	\$ 354.76	\$ 123.94	\$ 49,220.24	\$ 123.94
2	3/5/2009	49,220.24	478.70	-	478.70	355.65	123.05	48,864.59	246.99
3	4/5/2009	48,864.59	478.70	-	478.70	356.54	122.16	48,508.05	369.15
4	5/5/2009	48,508.05	478.70	-	478.70	357.43	121.27	48,150.62	490.42
5	6/5/2009	48,150.62	478.70	-	478.70	358.32	120.38	47,792.30	610.80
6	7/5/2009	47,792.30	478.70	-	478.70	359.22	119.48	47,433.08	730.28
7	8/5/2009	47,433.08	478.70	-	478.70	360.12	118.58	47,072.96	848.86
8	9/5/2009	47,072.96	478.70	-	478.70	361.02	117.68	46,711.94	966.54
9	10/5/2009	46,711.94	478.70	-	478.70	361.92	116.78	46,350.02	1,083.32
10	11/5/2009	46,350.02	478.70	-	478.70	362.82	115.88	45,987.20	1,199.20
11	12/5/2009	45,987.20	478.70	-	478.70	363.73	114.97	45,623.47	1,314.16
12	1/5/2010	45,623.47	478.70	-	478.70	364.64	114.06	45,258.82	1,428.22
13	2/5/2010	45,258.82	478.70	-	478.70	365.55	113.15	44,893.27	1,541.37
14	3/5/2010	44,893.27	478.70	-	478.70	366.47	112.23	44,526.81	1,653.60
15	4/5/2010	44,526.81	478.70	-	478.70	367.38	111.32	44,159.42	1,764.92
16	5/5/2010	44,159.42	478.70	-	478.70	368.30	110.40	43,791.12	1,875.32
17	6/5/2010	43,791.12	478.70	-	478.70	369.22	109.48	43,421.90	1,984.80
18	7/5/2010	43,421.90	478.70	-	478.70	370.15	108.55	43,051.75	2,093.35
19	8/5/2010	43,051.75	478.70	-	478.70	371.07	107.63	42,680.68	2,200.98
20	9/5/2010	42,680.68	478.70	-	478.70	372.00	106.70	42,308.69	2,307.68
21	10/5/2010	42,308.69	478.70	-	478.70	372.93	105.77	41,935.76	2,413.45
22	11/5/2010	41,935.76	478.70	-	478.70	373.86	104.84	41,561.90	2,518.29
23	12/5/2010	41,561.90	478.70	-	478.70	374.80	103.90	41,187.10	2,622.20
24	1/5/2011	41,187.10	478.70	-	478.70	375.73	102.97	40,811.37	2,725.17
25	2/5/2011	40,811.37	478.70	-	478.70	376.67	102.03	40,434.70	2,827.20
26	3/5/2011	40,434.70	478.70	-	478.70	377.61	101.09	40,057.08	2,928.28
27	4/5/2011	40,057.08	478.70	-	478.70	378.56	100.14	39,678.53	3,028.42
28	5/5/2011	39,678.53	478.70	-	478.70	379.50	99.20	39,299.02	3,127.62
29	6/5/2011	39,299.02	478.70	-	478.70	380.45	98.25	38,918.57	3,225.87
30	7/5/2011	38,918.57	478.70	-	478.70	381.40	97.30	38,537.17	3,323.16
31	8/5/2011	38,537.17	478.70	-	478.70	382.36	96.34	38,154.81	3,419.51
32	9/5/2011	38,154.81	478.70	-	478.70	383.31	95.39	37,771.50	3,514.89
33	10/5/2011	37,771.50	478.70	-	478.70	384.27	94.43	37,387.23	3,609.32
34	11/5/2011	37,387.23	478.70	-	478.70	385.23	93.47	37,002.00	3,702.79
35	12/5/2011	37,002.00	478.70	-	478.70	386.19	92.50	36,615.80	3,795.30
36	1/5/2012	36,615.80	478.70	-	478.70	387.16	91.54	36,228.64	3,886.84
37	2/5/2012	36,228.64	478.70	-	478.70	388.13	90.57	35,840.51	3,977.41

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
38	3/5/2012	35,840.51	478.70	-	478.70	389.10	89.60	35,451.41	4,067.01
39	4/5/2012	35,451.41	478.70	-	478.70	390.07	88.63	35,061.34	4,155.64
40	5/5/2012	35,061.34	478.70	-	478.70	391.05	87.65	34,670.30	4,243.29
41	6/5/2012	34,670.30	478.70	-	478.70	392.02	86.68	34,278.27	4,329.97
42	7/5/2012	34,278.27	478.70	-	478.70	393.00	85.70	33,885.27	4,415.66
43	8/5/2012	33,885.27	478.70	-	478.70	393.99	84.71	33,491.28	4,500.38
44	9/5/2012	33,491.28	478.70	-	478.70	394.97	83.73	33,096.31	4,584.10
45	10/5/2012	33,096.31	478.70	-	478.70	395.96	82.74	32,700.35	4,666.84
46	11/5/2012	32,700.35	478.70	-	478.70	396.95	81.75	32,303.40	4,748.60
47	12/5/2012	32,303.40	478.70	-	478.70	397.94	80.76	31,905.46	4,829.35
48	1/5/2013	31,905.46	478.70	-	478.70	398.94	79.76	31,506.52	4,909.12
49	2/5/2013	31,506.52	478.70	-	478.70	399.93	78.77	31,106.59	4,987.88
50	3/5/2013	31,106.59	478.70	-	478.70	400.93	77.77	30,705.66	5,065.65
51	4/5/2013	30,705.66	478.70	-	478.70	401.94	76.76	30,303.72	5,142.41
52	5/5/2013	30,303.72	478.70	-	478.70	402.94	75.76	29,900.78	5,218.17
53	6/5/2013	29,900.78	478.70	-	478.70	403.95	74.75	29,496.83	5,292.93
54	7/5/2013	29,496.83	478.70	-	478.70	404.96	73.74	29,091.87	5,366.67
55	8/5/2013	29,091.87	478.70	-	478.70	405.97	72.73	28,685.90	5,439.40
56	9/5/2013	28,685.90	478.70	-	478.70	406.99	71.71	28,278.92	5,511.11
57	10/5/2013	28,278.92	478.70	-	478.70	408.00	70.70	27,870.92	5,581.81
58	11/5/2013	27,870.92	478.70	-	478.70	409.02	69.68	27,461.89	5,651.49
59	12/5/2013	27,461.89	478.70	-	478.70	410.05	68.65	27,051.85	5,720.14
60	1/5/2014	27,051.85	478.70	-	478.70	411.07	67.63	26,640.78	5,787.77
61	2/5/2014	26,640.78	478.70	-	478.70	412.10	66.60	26,228.68	5,854.37
62	3/5/2014	26,228.68	478.70	-	478.70	413.13	65.57	25,815.55	5,919.94
63	4/5/2014	25,815.55	478.70	-	478.70	414.16	64.54	25,401.39	5,984.48
64	5/5/2014	25,401.39	478.70	-	478.70	415.20	63.50	24,986.19	6,047.99
65	6/5/2014	24,986.19	478.70	-	478.70	416.23	62.47	24,569.96	6,110.45
66	7/5/2014	24,569.96	478.70	-	478.70	417.27	61.42	24,152.68	6,171.88
67	8/5/2014	24,152.68	478.70	-	478.70	418.32	60.38	23,734.37	6,232.26
68	9/5/2014	23,734.37	478.70	-	478.70	419.36	59.34	23,315.00	6,291.60
69	10/5/2014	23,315.00	478.70	-	478.70	420.41	58.29	22,894.59	6,349.88
70	11/5/2014	22,894.59	478.70	-	478.70	421.46	57.24	22,473.13	6,407.12
71	12/5/2014	22,473.13	478.70	-	478.70	422.52	56.18	22,050.61	6,463.30
72	1/5/2015	22,050.61	478.70	-	478.70	423.57	55.13	21,627.04	6,518.43
73	2/5/2015	21,627.04	478.70	-	478.70	424.63	54.07	21,202.40	6,572.50
74	3/5/2015	21,202.40	478.70	-	478.70	425.69	53.01	20,776.71	6,625.50
75	4/5/2015	20,776.71	478.70	-	478.70	426.76	51.94	20,349.95	6,677.44
76	5/5/2015	20,349.95	478.70	-	478.70	427.83	50.87	19,922.13	6,728.32
77	6/5/2015	19,922.13	478.70	-	478.70	428.89	49.81	19,493.23	6,778.12
78	7/5/2015	19,493.23	478.70	-	478.70	429.97	48.73	19,063.27	6,826.86
79	8/5/2015	19,063.27	478.70	-	478.70	431.04	47.66	18,632.22	6,874.52
80	9/5/2015	18,632.22	478.70	-	478.70	432.12	46.58	18,200.10	6,921.10
81	10/5/2015	18,200.10	478.70	-	478.70	433.20	45.50	17,766.90	6,966.60
82	11/5/2015	17,766.90	478.70	-	478.70	434.28	44.42	17,332.62	7,011.01
83	12/5/2015	17,332.62	478.70	-	478.70	435.37	43.33	16,897.25	7,054.34
84	1/5/2016	16,897.25	478.70	-	478.70	436.46	42.24	16,460.80	7,096.59
85	2/5/2016	16,460.80	478.70	-	478.70	437.55	41.15	16,023.25	7,137.74
86	3/5/2016	16,023.25	478.70	-	478.70	438.64	40.06	15,584.61	7,177.80
87	4/5/2016	15,584.61	478.70	-	478.70	439.74	38.96	15,144.87	7,216.76
88	5/5/2016	15,144.87	478.70	-	478.70	440.84	37.86	14,704.03	7,254.62

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance	Cumulative Interest
89	6/5/2016	14,704.03	478.70	-	478.70	441.94	36.76	14,262.09	7,291.38
90	7/5/2016	14,262.09	478.70	-	478.70	443.04	35.66	13,819.05	7,327.04
91	8/5/2016	13,819.05	478.70	-	478.70	444.15	34.55	13,374.89	7,361.58
92	9/5/2016	13,374.89	478.70	-	478.70	445.26	33.44	12,929.63	7,395.02
93	10/5/2016	12,929.63	478.70	-	478.70	446.38	32.32	12,483.26	7,427.35
94	11/5/2016	12,483.26	478.70	-	478.70	447.49	31.21	12,035.76	7,458.55
95	12/5/2016	12,035.76	478.70	-	478.70	448.61	30.09	11,587.15	7,488.64
96	1/5/2017	11,587.15	478.70	-	478.70	449.73	28.97	11,137.42	7,517.61
97	2/5/2017	11,137.42	478.70	-	478.70	450.86	27.84	10,686.57	7,545.46
98	3/5/2017	10,686.57	478.70	-	478.70	451.98	26.72	10,234.58	7,572.17
99	4/5/2017	10,234.58	478.70	-	478.70	453.11	25.59	9,781.47	7,597.76
100	5/5/2017	9,781.47	478.70	-	478.70	454.25	24.45	9,327.22	7,622.21
101	6/5/2017	9,327.22	478.70	-	478.70	455.38	23.32	8,871.84	7,645.53
102	7/5/2017	8,871.84	478.70	-	478.70	456.52	22.18	8,415.32	7,667.71
103	8/5/2017	8,415.32	478.70	-	478.70	457.66	21.04	7,957.66	7,688.75
104	9/5/2017	7,957.66	478.70	-	478.70	458.81	19.89	7,498.85	7,708.64
105	10/5/2017	7,498.85	478.70	-	478.70	459.95	18.75	7,038.90	7,727.39
106	11/5/2017	7,038.90	478.70	-	478.70	461.10	17.60	6,577.80	7,744.99
107	12/5/2017	6,577.80	478.70	-	478.70	462.26	16.44	6,115.54	7,761.43
108	1/5/2018	6,115.54	478.70	-	478.70	463.41	15.29	5,652.13	7,776.72
109	2/5/2018	5,652.13	478.70	-	478.70	464.57	14.13	5,187.56	7,790.86
110	3/5/2018	5,187.56	478.70	-	478.70	465.73	12.97	4,721.83	7,803.82
111	4/5/2018	4,721.83	478.70	-	478.70	466.90	11.80	4,254.94	7,815.62
112	5/5/2018	4,254.94	478.70	-	478.70	468.06	10.64	3,786.87	7,826.26
113	6/5/2018	3,786.87	478.70	-	478.70	469.23	9.47	3,317.64	7,835.73
114	7/5/2018	3,317.64	478.70	-	478.70	470.41	8.29	2,847.23	7,844.02
115	8/5/2018	2,847.23	478.70	-	478.70	471.58	7.12	2,375.65	7,851.14
116	9/5/2018	2,375.65	478.70	-	478.70	472.76	5.94	1,902.89	7,857.08
117	10/5/2018	1,902.89	478.70	-	478.70	473.94	4.76	1,428.95	7,861.84
118	11/5/2018	1,428.95	478.70	-	478.70	475.13	3.57	953.82	7,865.41
119	12/5/2018	953.82	478.70	-	478.70	476.32	2.38	477.51	7,867.79
120	1/5/2019	477.51	478.70	-	477.51	476.31	1.19	0.00	7,868.99

PERSONAL GUARANTEE

WHEREAS, the City of Dodge City, Kansas, ("City"), and DCM Limited, LLC, commonly known as Village Square Mall, ("DCM"), have entered into an Installment Sales Agreement for the purchase of a lift station pump; and

WHEREAS, CITY is willing to provide financing for said purchase by DCM conditioned upon said indebtedness being personally guaranteed as to payment thereof by David Swezey, _____ of DCM Limited, LLC, and an individual residing in _____, _____ ("Guarantor").

NOW, THEREFORE, Guarantor guarantees that DCM will promptly pay the full amount of the indebtedness as and when the same shall in any manner be or become due according to the terms and conditions provided in the Installment Sales Agreement. Notwithstanding the foregoing, Guarantor shall have ten (10) business days from the date due to make any payment required by the Installment Sales Agreement and guaranteed by this agreement. Without limiting the generality of the foregoing, Guarantor agrees that he will pay the full amount of indebtedness now and hereafter due as, and when the same shall in any manner be or become due according to the terms and conditions provided in the Installment Sales Agreement.

Guarantor hereby waives demand, notice of dishonor, presentment for payment, protest and notice of protest and of nonperformance on all of said indebtedness; and if said indebtedness is renewed, or if the time of the payment thereof be extended (to

which Guarantor consents) either with or without notice to Guarantor, Guarantor unconditionally guarantees the payment of said indebtedness at the time fixed for the payment thereof in and by any such renewal or extension. Guarantor further waives all rights, by statute or otherwise, to require CITY to institute suit against DCM to obtain performance under this agreement; and also to exercise diligence in enforcing this or any other instrument.

To the extent permitted by law, Guarantor waives all defenses legally available to Guarantor, Guarantor being bound to the payment of said indebtedness of DCM.

Forbearance on the part of CITY to take steps to enforce payment of said indebtedness arising from Guarantor's default in any respect whatever, or the giving of further time to DCM, shall in no way release the undersigned, but the undersigned shall remain liable hereunder for the prompt payment of said indebtedness.

This Guarantee is for the use and benefit of CITY who in the first instance will be owed the indebtedness. The Guarantee shall also be for the use and benefit of any subsequent owner of said right to receive the indebtedness and each owner of said right may assign this Guarantee to their successor owner of said indebtedness.

All reasonable costs and expenses, including attorney fees, incurred by the holder of said indebtedness to enforce this guarantee shall be paid by the undersigned.

The liability of Guarantor shall continue until payment is made of the indebtedness as required by the Installment Sales Agreement.

Guarantor waives notice of failure of any person to pay to CITY any debt held by CITY as collateral security for the obligations of DCM, and all defenses, offsets and counterclaims which Guarantor may at any time have to any claim of CITY against DCM.

Guarantor represents that at the time of the execution and delivery of this Guarantee, nothing exists to impair the effectiveness of this Guarantee.

CITY may at its option proceed in the first instance against the Guarantor to collect the obligations covered by this guarantee without first proceeding against any other person, firm or corporation, and without resorting to any property held by CITY as collateral security.

EXECUTED by the undersigned this _____ day of January, 2009.

GUARANTOR:

DAVID SWEZEY