

# **COMMISSION STUDY SESSION**

**February 19, 2007 - 6:15 p.m.**

**Commission Chambers**

Discussion of Ordinance restricting concealed carry of firearms.

# COMMISSION AGENDA

February 19, 2007 - 7:00 p.m.

Commission Chambers

MEETING NO. 4668

CALL TO ORDER

ROLL CALL

INVOCATION by Dr. Jerry Ketner, New Hope on the Plains

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of Minutes of Regular Meeting of February 5, 2007
2. Approval of payment of bills.
3. Approval of joint mortgage resolution on Kimbroy loan.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of bids for Utility Water Supplies. Report by Director of Administration, Mike Klein.
2. Approval of contract for professional engineering services for Runways 14-32 and 2-20 survey seal and Runway 2-20 lighting rehabilitation. Report by Director of Administration, Mike Klein.
3. Approval of distribution of 2006 alcohol and drug surtax funds. Report by Director of Special Projects, Ryan Carpenter.
4. Approval of design enhancement of Fourteenth Street. Report by Public Works Director, Joe Finely.

5. Approval of Flying J Development Agreement. Report by City Attorney, Ken Strobel.
6. Approval of Interlocal agreement for firing range between the City and County. Report by City Attorney, Ken Strobel.

#### OTHER BUSINESS

City Manager  
Commissioners

#### ADJOURNMENT

**MINUTES**  
**February 5, 2007 - 7:00 p.m.**  
**MEETING NO. 4668**

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

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

The Invocation was given by Vernon Bogart, Ft. Dodge Chapel

Boy Scout Troop 168 presented the colors and led the PLEDGE OF ALLEGIANCE.

**PETITIONS & PROCLAMATIONS**

Mayor Sherer read a proclamation naming February as National AMBUCS Month. Merle Kaufman was in attendance representing Ambucs.

Mayor Sherer read a proclamation naming February 4-10, 2007 as Scouting Anniversary Week

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

David Shaw discussed the proposed smoking ban. He talked about the businesses making the choice for several years and many places are 'no smoking' establishments. He stated he feels it's a rights issue.

Representatives Rose Ward and Martha Mendoza announced the 2007 class of the Hispanic Leadership Dodge Program who were in attendance.

Ryan Carpenter, Director of Special Projects, reported that a bill has been introduced by the State Senate for a statewide smoking ban.

Vernon Bogart asked about the cost of infrastructure for the Events Center.

Gary Cline commented about the concealed carry law and stated he had taken a course to qualify for a concealed carry permit.

David Lineer spoke on concealed carry ordinance.

Mike Weber spoke on concealed carry ordinance.

Lowell Brakey spoke on concealed carry ordinance.

Rick Salem said he'd heard one of the finalists for the DCRP promoter had pulled out and he wanted to let the City know he is still interested.

The Character Trait for February – flexibility – was read by Tanner Rumbaugh.

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

1. Approval of Minutes of Regular Meeting of January 16, 2007
2. Approval of payment of bills.
3. Approval of cereal malt beverage license for:
  - A. Boothill Phillips 66, 800 W. Wyatt Earp Blvd.
  - B. JT Conoco 609 S. Second Avenue
  - C. Gene's Heartland Foods, 1800 Central  
(pending inspections by Fire & Inspections Depts.)
4. Approval of Change Order #1 for the Civic Center Parking Lot Reconstruction Project.

#### ORDINANCES & RESOLUTIONS

Ordinance No. 3429: An Ordinance establishing prohibitions against the possession or carrying of certain firearms while upon designated property owned and/or operated by the City of Dodge City, Kansas was tabled to be discussed at a work session at the next meeting on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by unanimous vote.

Kerry Zimmerman spoke on the topic.

#### UNFINISHED BUSINESS

#### NEW BUSINESS

1. The following were appointed to vacancies on various listed boards and commissions on a motion by Commissioner Sowers, seconded by Commissioner Smoll, by unanimous vote.

#### HOUSING AUTHORITY BOARD

Leland Kincaid  
Celia Enriquez

#### LIBRARY BOARD

Beulah Jones  
Juan L. Ferreiro

#### AIRPORT ADVISORY BOARD

Richard Goodnough  
Kerry Zimmerman  
Dan Cammack

#### RECYCLING ADVISORY BOARD

Julie Melia  
Ron Hamm  
Hope Tallent

#### DODGE CITY ZONING BOARD

Michael Bosley

Billy Manning  
Hans Katzenmeier  
BOARD OF ZONING APPEALS  
Robert Vinton  
Benjamin Sherber  
HISTORIC LANDMARK COMMISSION  
Janice Klein  
Kathie Bell  
CONVENTION & VISITORS BUREAU  
(at large) Sonya Hughes  
Beth Rhoten  
(Attraction)  
Robert Lancaster  
(Hospitality)  
Kim Cunningham  
Nageeb Alhaj  
SHADE TREE COMMISSION  
Nina Kliewer  
Gary Musick  
Michael Schubert  
PARKS & RECREATION ADVISORY BOARD  
Dave Geist  
Barbara Lundin  
Travis Harrod  
GOLF ADVISORY BOARD  
Steve Doll  
ST. MARY OF THE PLAINS COLLEGE ADVISORY COMMITTEE  
Cody Keith  
Kent Stehlick  
Dave Geist  
Don Pendergast  
Pat McLaughlin

2. A proposal for Compensation and Classification Plan from McGrath Consulting in the amount of \$34,308 was approved on a motion by Commissioner Smoll, seconded by Commissioner Lembright, by unanimous vote.
3. Commissioner Lembright moved to approve the Flying J Development Agreement. The motion was seconded by Commissioner Sowers. After further discussion, Commissioner Lembright rescinded his motion, Commissioner Sowers rescinded his second. Commissioner Sowers moved to table the agreement, Commissioner Smoll seconded the motion. Motion carried unanimously.
4. Mayor Sherer updated the Commission on the Friendship Charter relationship with Stockport, England.

#### OTHER BUSINESS

Commissioner Sherer reported he has been reappointed to the Human Development Steering Committee for the National League of Cities. He also commented about the Open House for the Habitat for Humanity house.

Commissioner Sowers stated there will be a Mardi Gras Night at the Cathedral on February 20<sup>th</sup> as a fund raiser for the next Habitat house.

Commissioner Lee said he had attended an awards ceremony at the Police Department.

City Manager, Jeff Pederson, reminded everyone that the Public Library will celebrate their 100<sup>th</sup> year Anniversary on Sunday from 2:00 – 4:00.

Commissioner Lembright, moved to adjourn to EXECUTIVE SESSION at 8:45 p.m. for 1 hour. The motion was seconded by Commissioner Lee and carried unanimously. Those remaining in the session were the five Commissioners and City Manager, Jeff Pederson.

At 9:45, a motion was made by Commissioner Smoll to extend the Executive Session by 30 minutes. The motion was seconded by Commissioner Sowers and passed unanimously.

The meeting resumed to regular session at 10:15 p.m. Commissioner Smoll moved to amend the City Manager's employment contract to: increase the deferred compensation contribution to 8% of base salary and to set the City Manager's contract at \$97,344. It was further moved to establish 2007 performance based pay of up to \$7,000 based upon the City Commissions performance evaluation. The motion was seconded by Commissioner Lee and passed unanimously.

Commissioner Lee moved to adjourn the meeting at 10:18 p.m. Commissioner Sowers seconded the motion which passed unanimously.

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Jim Sherer, Mayor

Attest:

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Nannette Pogue, City Clerk

# Memo

**To:** City Commission  
**From:** Ken Strobel, City Attorney  
**Date:** February 14, 2007  
**Re:** Kimbroy's Local Revolving Loan Joint Mortgage Agreement

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The Joint Mortgage Agreement between the City and County allows both entities to share jointly in the mortgage position of the Kimbroy's property. This is a standard procedure that we have used when both the City and County are sharing in the funding of a project through revolving loan funds. Once approved by both Commissions, the agreement will be filed with the Register of Deeds.

If you have any questions or wish any additional information, please do not hesitate to contact me at your convenience.

## JOINT MORTGAGE AGREEMENT

WHEREAS, the City of Dodge City, a municipal corporation, located in Ford County, Kansas, hereinafter called the "City", has entered into a loan transaction with Kimbroy's Properties L.L.C., hereinafter called "Debtor", whereby the City is the payee on a certain promissory note dated the 26th day of October, 2006, in the original amount of \$192,500.00, and the "Mortgagee" on a real estate mortgage dated the 26th day of October, 2006, in the original amount of \$192,500.00 and recorded in the Ford County Register of Deeds Office on January 9, 2007, covering the following described real estate located in Ford County, Kansas, to-wit:

**TRACT 1**

Lot One (1) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 2**

Lot Two (2) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 3**

Lot Three (3) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 4**

Lot Four (4) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 5**

Lot Five (5) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 6**

Lot Ten (10) Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 7**

Lot Eleven (11) and Twelve (12), Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 8**

North Five (5) feet of Lot Thirteen (13), all of Lot Fourteen (14), in Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

**TRACT 9**

The South Forty-five (45) feet of Lot Thirteen (13), Block Twenty-five (25), Enterprise Addition to Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

The Real Property or its address is commonly known as 1410 West Wyatt Earp Blvd, Dodge City, Kansas 67801

**WHEREAS**, the Board of County Commissioners of Ford County, Kansas, hereinafter called the "County", has entered into a loan transaction with Kimbroy's Properties L.L.C., hereinafter called the "Debtor", whereby the County is the payee on a certain promissory note dated the 16th day of November, 2006, in the original amount of \$192,500.00, and the "Mortgagee" on a real estate mortgage dated the 16th day of November, 2006, in the original amount of \$192,500.00, and recorded in the Ford County Register of Deeds Office on January 4, 2007, covering the identical real estate and premises as contained in the mortgage given by the Debtor to the City described above;

**WHEREAS**, the loan by the City in the amount of \$192,500.00 to Debtor and the loan by the County in the amount of \$192,500.00 to Debtor has acted as a mutual inducement to both the City and the County to make each of their respective loans to Debtor such that for all practical purposes the City and the County have created a joint and mutual inducement to each other to make their respective loans to the Debtor;

**AND WHEREAS**, because of said mutual inducement, it is the desire of the City and the County to have a shared second lien position in and to the above described mortgaged real estate, regardless of whether the City or the County have a preference due to the time of the filing of their respective liens.

**NOW, THEREFORE**, the City to induce the County to make its loan in the amount of \$192,500.00 to Debtor, and the County to induce the City to make its loan in the amount of \$192,500.00 to Debtor, do hereby covenant and agree as follows:

1. The City and the County shall have a mutual joint and equal position with respect to each other in their rights to the above described mortgaged real estate pledged by Kimbroy's Properties L.L.C., Debtor, as evidenced by the above described promissory notes and mortgages given by Debtor to the City and the County respectively.

2. The City and the County acknowledge the fact that the time of the filing of their respective mortgages in the office of the Ford County Register of Deeds would give either the City or the County a priority lien position over the other party and therefore agree that the City and the County will each be estopped in any way from asserting against the other a priority lien with respect to the mortgage subject to this agreement, it being specifically understood and agreed that the mortgage position by and between the City and the County shall be equal regardless of any other factor which would create a priority of right in the other.

3. Unless otherwise specifically agreed in writing, this agreement shall in no way limit the City or the County in pursuing individually or collectively any of their rights against the Debtor in the event of default.

4. In the event of Debtor's default, or otherwise, such that the mortgage of Debtor is made to account for any sums due and owing to the City and/or the County pursuant to their respective promissory notes, mortgages, or other agreements with the Debtor, then it is agreed by and between the City and the County that the proceeds realized from the sale, execution or otherwise of said mortgaged real estate shall be disposed of as follows:

- a. All non-reimbursed costs of whatever nature and kind (including, but not limited to court costs, attorney fees, expenses of sale, etc.) shall be paid to the party incurring said costs.
- b. The net proceeds shall be shared equally between the City and the County provided, however, that should the County's share of proceeds satisfy the outstanding balance of the Debtor's obligation to the County, then and in that event any remaining proceeds shall be applied 100% to the City's remaining balance due; provided, further, that should the City's share of proceeds satisfy the outstanding balance of the debt obligation to the City, then and in that event any remaining proceeds shall be applied 100% to the County's remaining balance due.

5. The City and the County agree that they will not without the written consent of the other make any advances upon their above referred mortgages. Further, unless otherwise agreed in writing any future loans and associated mortgages given by the City or the County to Debtor shall be subordinate to any mortgage which is the subject of this Joint Mortgage Agreement and that if any subsequent loan is made, for the purposes of this agreement, unless otherwise agreed to in writing, all payments made by the Debtor to the party making said subsequent loan shall first be credited to that party's promissory note which is subject to this agreement, it being the intent of the parties to not create any situation whereby one of the parties hereto might achieve an unfair lien position not otherwise contemplated by this Joint Mortgage Agreement.

**IN WITNESS WHEREOF**, the parties hereto have caused this Joint Mortgage Agreement to be executed by their duly authorized officers on the dates reflected below.

**CITY OF DODGE CITY, KANSAS,**  
a Municipal Corporation

**BOARD OF COUNTY COMMISSIONERS  
OF FORD COUNTY, KANSAS**

By: \_\_\_\_\_  
Jim Sherer, Mayor

By: \_\_\_\_\_  
T. Kim Goodnight, Chair

ATTEST:

ATTEST:

\_\_\_\_\_  
Nanette Pogue, City Clerk

\_\_\_\_\_  
Victoria Wells, Ford County Clerk

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF FORD, ss:

I, \_\_\_\_\_, a notary public in and for Ford County, Kansas, do hereby certify that on this day personally appeared before me Jim Sherer and Nanette Pogue, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their free and voluntary act, for the uses and purposes set forth therein, as the mayor and city clerk of Dodge City, Kansas. Said instrument was signed, sealed and delivered in the name and on behalf of Dodge City, Kansas, by the authority of its City Commission as the free and voluntary act of said municipal corporation for the uses and purposes set forth therein.

DATED this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

**ACKNOWLEDGMENT**

STATE OF KANSAS, COUNTY OF FORD, ss:

I, \_\_\_\_\_, a notary public in and for Ford County, Kansas, do hereby certify that on this day personally appeared before me T. Kim Goodnight and Victoria Wells, personally known to me to be the same persons whose names are subscribed to the foregoing instrument as their free and voluntary act, for the uses and purposes set forth therein,

as the Chairman and County Clerk, respectively of Ford County, Kansas. Said instrument was signed, sealed and delivered in the name and on behalf of said Ford County, Kansas, by the authority of its Board of County Commissioners as the free and voluntary act for the uses and purposes set forth therein.

**DATED** this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Notary Public

My Appointment Expires:  
\_\_\_\_\_

# Memorandum

*To: Jeff Pederson, City Manager  
City Commission*  
*From: Mike Klein, Director of Administration*  
*Date: February 7, 2007*  
*Subject: 2007 Utility Water Supply bids  
2007 Budget Fund and Amount  
Utility Fund: 510-4100-441-30-04 \$290,000.00*

Six bids were received and opened on February 6, 2007 at 2:00 p.m. for utility water supplies. The bid package consists of copper, HDPE tubing, meters, radio read heads, brass items, inserters, brass saddles, meter jars and lids, repair clamps, couplings, gate valves, pipe and other items. Supplies will be utilized to maintain and upgrade the City's water system.

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

## **Municipal Supply, Inc., Hastings, NE**

Meters	\$ 92,530.45	
Radio Read Heads	\$ 41,608.95	
<b>TOTAL</b>		<b>\$134,139.40</b>

## **Water Products, Inc., McPherson, KS**

Copper	\$ 6,990.00	
HDPE Tubing	\$ 785.00	
Brass items	\$ 5,996.10	
Couplings	\$ 2,639.40	
Gate valves	\$ 4,033.88	
Pipe	\$ 348.00	
Other items	\$ 2,462.50	
<b>TOTAL</b>		<b>\$23,254.88</b>

## **Wichita Winwater, Wichita, KS**

Inserters/Stiffeners	\$ 149.00	
<b>TOTAL</b>		<b>\$ 149.00</b>

## **DC Wholesale, Concordia, KS**

Meter Jars & Lids	\$ 6,404.00	
<b>TOTAL</b>		<b>\$ 6,404.00</b>

**D.C. & B. Supply, Pratt, KS**

Brass Saddles	\$	543.00	
Repair Clamps	\$	<u>2,571.02</u>	
<b>TOTAL</b>			<b>\$ 3,114.02</b>

**HD Supply Waterworks, Olathe, KS**

(No low bid items)

**Total Expenditure** **\$ 167,061.30**

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

cc: Joe Finley, Public Works Director  
Ken Zielke, Utility Superintendent



## Memorandum

*To: Jeff Pederson, City Manager  
City Commission*

*From: Mike Klein, Airport Manager MK*

*Date: Thursday, February 08, 2007*

*Subject: Professional Engineering Services for  
Runway 2-20 Lighting Rehabilitation and Slurry Seal  
Runways 14-32 and 2-20  
2007 Budget Fund and Amount  
CIP, Airport \$65,000*

The Dodge City Regional Airport received notification from the Federal Aviation Administration to initiate action necessary to obtain a Professional Engineering Services Agreement with our airport engineering consultant, Burns & McDonnell of Kansas City, MO. The engineering services agreement is for replacement of the existing runway lights on Runway 2-20, installation of Precision Approach Path Indicators ( PAPI's), Runway End Identifier Lights (REIL's), supplemental wind cone for Runway 2 and slurry seal for Runways 2-20 and 14-32. Burns & McDonnell has been our airport consultant for the previous projects completed at the airport.

Project	Funding	Total Project Cost
2000 – Mill, overlay of Runway 2-20	90% FAA; 10% local	\$849,537
2001-Mill, overlay of Runway 14-32	90% FAA; 10% local	\$1,273,230
2002-new edge lighting system for Runway 14-32	90% FAA; 10% local	\$186,665
2003-engineering and design for Taxiway A	90% FAA; 10% local	\$134,547
2004-mill, overlay and new lighting system for Taxiway A; completion Spring 2005	95% FAA; 5% local	\$1,079,609 (includes engineering services, construction and construction observation)
2005-engineering and design Taxiway B	95% FAA; 5% local	\$122,372
2006-Taxiway B, construction, new pavement and lighting system	95% FAA; 5% local	\$1,263,713

The engineering services agreement for the lighting rehabilitation and slurry seal consists of preliminary phase, specifications, engineering, design, bidding and construction award. Burns & McDonnell will perform the scope of services for a total lump sum of \$ 77,499. As per FAA regulation an Independent Cost Analysis (ICA) was completed by Kirkham Michaels Consulting Engineers of Lincoln Nebraska. The ICA indicated a cost of \$ 96,000.

This phase of the project will be 95% federally funded and 5% local match. The 5% local match for this part of the project will be \$ 3,874.

The estimated construction date is June, 2007, estimated cost of the project is \$ 1,246,750. Costs include engineering services, construction and construction observation.

The project schedule is as follows:

- Submit 5 year engineering agreement for approval. 01-19-07 Completed
- Submit professional engineering service for approval 02-19-07
- Submit preliminary plans and specification, 90% review 03-19-07
- Submit final plans and specifications 03-30-07
- Receive bids 04-30-07
- Estimated starting date for project June 2007

It is the recommendation of the airport staff and Airport Advisory Board to approve the professional engineering services agreement with Burns & McDonnell of Kansas City, MO. for replacement of the existing runway lights on Runway 2-20, installation of Precision Approach Path Indicators ( PAPI's), Runway End Identifier Lights (REIL's), supplemental wind cone for Runway 2 and slurry seal for Runways 2-20 and 14-32 for the total lump sum of \$ 77,499.

Documentation is attached for your review and approval.

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

cc: Airport Advisory Board  
Mike Rottinghaus, Federal Aviation Administration  
Dave Hadel, Burns & McDonnell

**AUTHORIZATION NO. 1  
FOR PROFESSIONAL ENGINEERING SERVICES  
FOR  
RUNWAY 2-20 LIGHTING REHABILITATION AND SLURRY SEAL  
RUNWAYS 2-20 AND 14-32  
AT DODGE CITY REGIONAL AIRPORT  
AIP Project No. 3-20-0017-19**

In accordance with SECTION 1 – AUTHORIZATION OF SERVICES of the Agreement for Professional Engineering Services dated February \_\_\_\_, 2007, by and between CITY OF DODGE CITY, KANSAS (SPONSOR) and BURNS & McDONNELL (CONSULTANT), the following improvement project “Runway 2-20 Lighting Rehabilitation and Slurry Sealing for Runways 2-20 and 14-32 at the Dodge City Regional Airport”, authorization is hereby given and mutually agreed upon:

**A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:**

1. **Project Name:** Runway 2-20 Lighting Rehabilitation and Slurry Sealing for Runways 2-20 and 14-32 at the Dodge City Regional Airport
  
2. **Description of Improvements:** Provide professional engineering services for the following items:
  - a. Replacement of the existing medium intensity runway lighting system (MIRLs) for Runway 2-20.
  - b. Installation of Precision Approach Path Indicators (PAPIs) for Runway 2-20.
  - c. Installation of Runway End Identifier Lights (REILs) for Runway 2-20.
  - d. Installation of supplementary windcone for Runway 2.
  - e. Slurry sealing for Runway 2-20.
  - f. Slurry sealing for Runway 14-32.

**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. **Preliminary Phase:** This phase includes activities for defining the scope of the aforementioned project and establishing preliminary requirements. The elements of work for this task include:
  - a. Meet with the SPONSOR and discuss the overall program requirements.
  - b. Perform an onsite investigation for visual observations and to gather previously recorded information.
  - c. Review existing information & CIP cost estimates.
  - d. Procure Topographical Survey for project baselines and development of PAPI locations.

- e. Perform a Q1, Quality Review by independent senior level staff.
- f. Develop a preliminary cost estimate.
- g. Develop a preliminary construction schedule.
- h. Prepare a preliminary design report.
- i. Perform a Q2, Quality Review by independent senior level staff.
- j. Attend and conduct a preliminary design meeting with SPONSOR and FAA. The meeting will take place in the offices of FAA.

2. **Design Phase:** This phase will include the activities required to develop the project design documents showing the character and scope of work to be performed by contractors on the project. The specific tasks that will be performed in this phase are:

- a. Prepare construction Bid Documents. The drawing list may include the following construction plans as follows:
  - 1. Cover Sheet
  - 2. Legend, Abbreviation & Summary of Quantities
  - 3. Access & Safety Plan
  - 4. Phasing Plans
  - 5. Demolition Plans
  - 6. Site Plan
  - 7. Typical Pavement Sections & Miscellaneous Details
  - 8. Striping Plans and Details
  - 9. Electrical Legend & Abbreviation Sheet
  - 10. Electrical Plans
  - 11. Electrical Details
- b. Prepare project specifications.
- c. Prepare Standard FAA and SPONSOR front-end documents.
- d. Revise the preliminary cost estimate for final engineer's estimate of probable cost.
- e. Revise the preliminary construction schedule.
- f. Prepare the final design report which will identify how the project was developed, rationale for the design selected, and specific elements that are unusual to this project or are nonstandard. The report will include the final cost estimate and final schedule for the completion of the project through construction.
- g. Perform Q3 Quality Review by designers of the project.
- h. Perform Q4 Quality Review by independent senior review team.
- i. Revise drawings and specifications per Q3 and Q4 review comments.
- j. Perform Q5 and Q6, Constructability Review by the quality control department.
- k. Revise drawing and specifications per Q5 and Q6 review.
- l. Submit drawings, specifications and final report to SPONSOR and FAA for 90% review.
- m. Revise contract documents and resubmit to SPONSOR and FAA for bidding.

- n. Provide twenty-five (25) bid sets of the contract documents to the SPONSOR for bidding the project
3. **Bidding & Construction Award Phase:** This phase will include basic services to assist the SPONSOR with bidding of the contract documents and reviewing and award of the bid, including the following activities:
- a. Assist SPONSOR with advertising the project.
  - b. Attend (on site at Dodge City Regional Airport with two Engineering Team members) and conduct a prebid meeting with the SPONSOR.
  - c. Prepare any addenda for the project.
  - d. Respond to questions during the bidding phase.
  - e. Tabulate bids, analyze and provide recommendations to the SPONSOR.
  - f. Assist SPONSOR with preparing contract documents.
4. **Construction Phase Services:** This phase includes activities for developing a construction observation program and providing full-time construction services throughout the project. This Scope of Services will be developed as a separate work order and is not a part of Authorization No. 1

**C. METHOD OF COMPENSATION:**

- 1. Compensation of the Scope of Work for items shall be made by Method A -- Fixed Lump Sum Payment according to ARTICLE VI- PAYMENTS TO CONSULTANT, paragraph 6.1.1a, which outlines compensation on a fixed lump sum basis.

**D. AMOUNT OF COMPENSATION:**

- 1. CONSULTANT will perform the Scope of Services for items identified in B.1-3 of this Authorization No. 1, per the terms and conditions set forth in the Agreement, for a Lump Sum Amount of Seventy Seven Thousand, Four Hundred Ninety Nine Dollars (\$77,499).

**E. ESTIMATED TIME OF COMPLETION:**

- 1. The estimated time to complete the Scope of Services B.1-3 of this Authorization No. 1 is estimated at (120) calendar days from the Notice to Proceed.

**F. 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.

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.

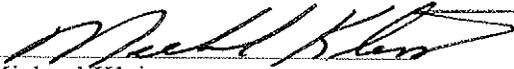
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BURNS & McDONNELL  
ENGINEERING COMPANY, INC

CITY OF DODGE CITY, KANSAS

By  1-29-07  
David G. Hadel, P.E.  
Director of General Aviation Services

By \_\_\_\_\_  
Mayor

By   
Michael Klein  
Director of Administration/  
Airport Manager

ATTEST:

By \_\_\_\_\_  
City Clerk

ELEMENT 1:

DERIVATION OF CONSULTANT PROJECT COSTS  
 PRELIMINARY PHASE  
 R/W Lighting & R/W Slurry Sealing  
 Dodge City Regional Airport  
 R/W 2-20 MIRL & R/Ws 2-20/14-32 Slurry Seals  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 January 25, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	9.5	\$36.50	\$346.75
Resident Engineer	0.0	\$34.00	\$0.00
Sr. Civil Engineer	20.0	\$34.00	\$680.00
Staff Engineer	19.0	\$31.00	\$589.00
Asst. Civil Engineer	0.0	\$25.00	\$0.00
Sr. Electrical Engineer	27.0	\$32.00	\$864.00
Staff Electrical Engineer	2.0	\$30.00	\$60.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	8.0	\$22.00	\$176.00
Staff Tech.	0.0	\$19.00	\$0.00
Geotech. Engineer	0.0	\$30.00	\$0.00
Clerical	6.0	\$16.00	\$96.00
	91.50		
Total Direct Salary Costs			= \$2,811.75

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 202.83% = \$5,703.07

3 SUBTOTAL:

Items 1 and 2 = \$8,514.82

4 PROFIT:

10.00% of Item 3 Subtotal = \$851.48

Subtotal \$9,366.30 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	595.51 Miles @	\$0.445 / Mile =	\$265.00
b. Transport. (field)	0.00 Months @	\$0.00 / Mo. =	\$0.00
c. Motel (office)	2.00 Nights @	\$65.00 / Night =	\$130.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night =	\$0.00
e. Meals	2.00 Days @	\$25.00 / Day =	\$50.00
f. Computer CADD	8.00 Hours @	\$7.00 / Hour =	\$56.00
g. Computer Eng.	83.50 Hours @	\$3.50 / Hour =	\$292.25
h. Materials and Supplies		=	\$553.00

Total Out-of-Pocket Expenses = \$1,480.88

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$3,500.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00
		= \$3,500.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$14,347.18

PRELIMINARY PHASE

ELEMENT 2:

DERIVATION OF CONSULTANT PROJECT COSTS  
 DESIGN PHASE  
 R/W Lighting & R/W Slurry Sealing  
 Dodge City Regional Airport  
 R/W 2-20 MRL & R/Ws 2-20/14-32 Slurry Seals  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 January 25, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	28.3	\$36.50	\$1,031.13
Resident Engineer	0.0	\$34.00	\$0.00
Sr. Civil Engineer	126.0	\$34.00	\$4,284.00
Staff Engineer	23.0	\$31.00	\$713.00
Asst. Civil Engineer	0.0	\$25.00	\$0.00
Sr. Electrical Engineer	8.0	\$32.00	\$256.00
Staff Electrical Engineer	84.0	\$30.00	\$2,520.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	55.0	\$22.00	\$1,210.00
Staff Tech.	166.0	\$19.00	\$3,154.00
Geotech. Engineer	0.0	\$30.00	\$0.00
Clerical	15.0	\$16.00	\$240.00
	505.25		
Total Direct Salary Costs			= \$13,408.13

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 202.83% = \$27,195.70

3 SUBTOTAL:

Items 1 and 2 = \$40,603.82

4 PROFIT:

10.00% of Item 3 Subtotal = \$4,060.38

Subtotal \$44,664.21 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	0.00 Miles @	\$0.445 / Mile =	\$0.00
b. Transport. (field)	0.00 Months @	\$0.00 / Mo. =	\$0.00
c. Motel (office)	0.00 Nights @	\$65.00 / Night=	\$0.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night=	\$0.00
e. Meals	0.00 Days @	\$25.00 / Day =	\$0.00
f. Computer CADD	221.00 Hours @	\$7.00 / Hour =	\$1,547.00
g. Computer Eng.	284.25 Hours @	\$3.50 / Hour =	\$994.88
h. Materials and Supplies		=	\$1,332.00

Total Out-of-Pocket Expenses = \$4,261.26

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00

= \$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$48,925.47

DESIGN PHASE

ELEMENT 3:

DERIVATION OF CONSULTANT PROJECT COSTS  
 BIDDING & CONST. AWARD PHASE  
 R/W Lighting & R/W Slurry Sealing  
 Dodge City Regional Airport  
 R/W 2-20 MIRL & R/Ws 2-20/14-32 Slurry Seals  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 January 25, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	20.5	\$36.50	\$748.25
Resident Engineer	0.0	\$34.00	\$0.00
Sr. Civil Engineer	23.0	\$34.00	\$782.00
Staff Engineer	0.0	\$31.00	\$0.00
Asst. Civil Engineer	0.0	\$25.00	\$0.00
Sr. Electrical Engineer	16.0	\$32.00	\$512.00
Staff Electrical Engineer	3.0	\$30.00	\$90.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	1.0	\$22.00	\$22.00
Staff Tech.	1.0	\$19.00	\$19.00
Geotech. Engineer	0.0	\$30.00	\$0.00
Clerical	3.0	\$16.00	\$48.00
	67.50		
Total Direct Salary Costs			= \$2,221.25

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 202.83% = \$4,505.36

3 SUBTOTAL:

Items 1 and 2 = \$6,726.61

4 PROFIT:

10.00% of Item 3 Subtotal = \$672.66

Subtotal \$7,399.27 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	1,191.01 Miles @	\$0.445 / Mile =	\$530.00
b. Transport. (field)	0.00 Months @	0.00 / Mo. =	\$0.00
c. Motel (office)	3.00 Nights @	\$65.00 / Night =	\$195.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night =	\$0.00
e. Meals	6.00 Days @	\$25.00 / Day =	\$150.00
f. Computer CADD	2.00 Hours @	\$7.00 / Hour =	\$14.00
g. Computer Eng.	65.50 Hours @	\$3.50 / Hour =	\$229.25
h. Materials and Supplies		=	\$1,430.00

Total Out-of-Pocket Expenses = \$2,803.08

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00
		= \$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$10,202.35

BIDDING & CONST. AWARD PHASE

ELEMENT 4:

DERIVATION OF CONSULTANT PROJECT COSTS  
 QUALITY CONTROL  
 R/W Lighting & R/W Slurry Sealing  
 Dodge City Regional Airport  
 R/W 2-20 MIRL & R/Ws 2-20/14-32 Slurry Seals  
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES  
 January 25, 2007

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	2.0	\$36.50	\$73.00
Resident Engineer	0.0	\$34.00	\$0.00
Sr. Civil Engineer	17.0	\$34.00	\$578.00
Staff Engineer	3.0	\$31.00	\$93.00
Asst. Civil Engineer	0.0	\$25.00	\$0.00
Sr. Electrical Engineer	8.0	\$32.00	\$256.00
Staff Electrical Engineer	3.0	\$30.00	\$90.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	1.0	\$22.00	\$22.00
Staff Tech.	1.0	\$19.00	\$19.00
Geotech. Engineer	0.0	\$30.00	\$0.00
Clerical	2.0	\$16.00	\$32.00
	37.00		
Total Direct Salary Costs			= \$1,163.00

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

Percentage of Direct Salary Costs @ 202.83% = \$2,358.91

3 SUBTOTAL:

Items 1 and 2 = \$3,521.91

4 PROFIT:

10.00% of Item 3 Subtotal = \$352.19

Subtotal \$3,874.10 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	0.00 Miles @	\$0.445 / Mile =	\$0.00
b. Transport. (field)	0.00 Months @	\$0.00 / Mo. =	\$0.00
c. Motel (office)	0.00 Nights @	\$65.00 / Night =	\$0.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night =	\$0.00
e. Meals	0.00 Days @	\$25.00 / Day =	\$0.00
f. Computer CADD	2.00 Hours @	\$7.00 / Hour =	\$14.00
g. Computer Eng.	35.00 Hours @	\$3.50 / Hour =	\$122.50
h. Materials and Supplies		=	\$0.00

Total Out-of-Pocket Expenses = \$150.15

6 SUBCONTRACT COSTS:

a. Surveyor	=	\$0.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00
	=	\$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$4,024.25

QUALITY CONTROL

**DERIVATION OF CONSULTANT PROJECT COSTS**  
**SUMMARY OF COSTS**  
**R/W Lighting & R/W Slurry Sealing**  
**Dodge City Regional Airport**  
**R/W 2-20 MIRL & R/Ws 2-20/14-32 Slurry Seals**  
**BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES**  
**January 25, 2007**

1 **DIRECT SALARY COSTS:**

<u>TITLE</u>	<u>HOURS</u>	<u>RATE/HOUR</u>	<u>COST (\$)</u>
Project Manager	60.25	\$36.50	\$2,199.13
Resident Engineer	0.00	\$34.00	\$0.00
Sr. Civil Engineer	186.00	\$34.00	\$6,324.00
Staff Engineer	45.00	\$31.00	\$1,395.00
Asst. Civil Engineer	0.00	\$25.00	\$0.00
Sr. Electrical Engineer	59.00	\$32.00	\$1,888.00
Staff Electrical Engineer	92.00	\$30.00	\$2,760.00
Asst. Electrical Engineer	0.00	\$25.00	\$0.00
Sr. Tech.	65.00	\$22.00	\$1,430.00
Staff Tech.	168.00	\$19.00	\$3,192.00
Geotech. Engineer	0.00	\$30.00	\$0.00
Clerical	26.00	\$16.00	\$416.00
	701.25		
Total Direct Salary Costs			= \$19,604.13

2 **LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:**

Percentage of Direct Salary Costs @ 202.83% = \$39,763.05

3 **SUBTOTAL:**

Items 1 and 2 = \$59,367.17

4 **PROFIT:**

10.00% % of Item 3 Subtotal = \$5,936.72

Subtotal \$65,303.89 Lump Sum Fee

5 **OUT-OF-POCKET EXPENSES:**

a. Mileage (office)	1786.52 Miles @	\$0.445 / Mile =	\$795.00
b. Transport. (field)	0.00 Months @	\$0.00 / Mo. =	\$0.00
c. Motel (office)	5.00 Nights @	\$65.00 / Night =	\$325.00
d. Motel (field)	0.00 Nights @	\$65.00 / Night =	\$0.00
e. Meals	8.00 Days @	\$25.00 / Day =	\$200.00
f. Computer CADD	233.00 Hours @	\$7.00 / Hour =	\$1,631.00
g. Computer Eng.	468.25 Hours @	\$3.50 / Hour =	\$1,638.88
h. Materials and Supplies		=	\$3,315.00

Total Out-of-Pocket Expenses = \$8,695.36

6 **SUBCONTRACT COSTS:**

a. Surveyor	=	\$3,500.00
b. Geotechnical Engineer	=	\$0.00
c. Permit Fees	=	\$0.00
		= \$3,500.00

7 **MAXIMUM TOTAL FEE:**

Items 1, 2, 3, 4, 5 and 6 = \$77,499.25

SUMMARY

# Memorandum

*To: Jeff Pederson*  
*cc: City Commission*  
*From: Ryan Carpenter, Director of Special Project/  
Assistant to the City Manager*  
*Date: February 7, 2007*  
*Subject: 2006 Distribution of Alcohol & Drug Surtax Funds*

Pursuant to KSA 79-41a04, a portion of the Alcohol and Drug Surtax Funds received by the City for year 2007 are recommended to be distributed as follows. The City received six applications totaling \$191,810.55 in requests while \$100,000.00 is available for distribution. Once the grant proposals were submitted a Special Alcohol & Drug Tax Distribution Review Team was assembled with the specific task of making a recommendation for distribution of the requests that were submitted through a rubric review system.

Three Dodge City residents with varying backgrounds in finance, grant writing, administration, community and non-profit boards, understanding of quality of life issues, and the willingness to donate a few hours to assist in the review and recommendation process were asked to serve.

The Review Team met February 7, 2007 to review and discuss their recommendations for the grant requests. All of the requests met the guidelines outlined by the State Statute and the Citizens Review Team felt all programs are very valuable and needed in the community. The Review Team does have suggestions for the organizations that submitted requests for funds to better outline their requests in the future.

## **United Methodist Church Group, Joy! Child Development Center -**

Project 'Operation "I Can and I Will!"' - **\$7,666.67** recommended funding; there was concern by the Review Team that only 20 individuals between the ages of 6 - 12 who could potentially remain in the program for 6 years are being served by this project. Ultimately, if more youth could be served by the program this would provide for more youth to develop to their full potential.

## **Ford County -**

Project 'Alternative School/Community Education Opportunities' - **\$19,794.00** recommended funding; Review Team feels that the program is very worthwhile, funding should provide more for students and their educational and program component in-house counseling as opposed to salary. Do to the amount of available funding the amount requested was reduced.

## **NEW CHANCE, INC. -**

Project 'New Chance, Inc.' - **\$30,000.00** recommended funding; due to the total amount of funds requested the Review Team had to reduce the funds requested. The Review Team also felt that there

were a number of worthy projects that submitted applications focusing on youth and they would prefer to provide funding to projects/programs that head off the potential abuse of alcohol and drugs by youth before the abuse grows into adulthood.

**Dodge City Public Library -**

Project '*Alcohol and Drug Abuse Prevention Video/Book Library update*' - **\$1,518.28** recommended funding; Review Team is concerned that the information is available but how is it being 'marketed' to alert the public that the materials are available and what their value to individuals can be.

**City of Dodge City Police Department -**

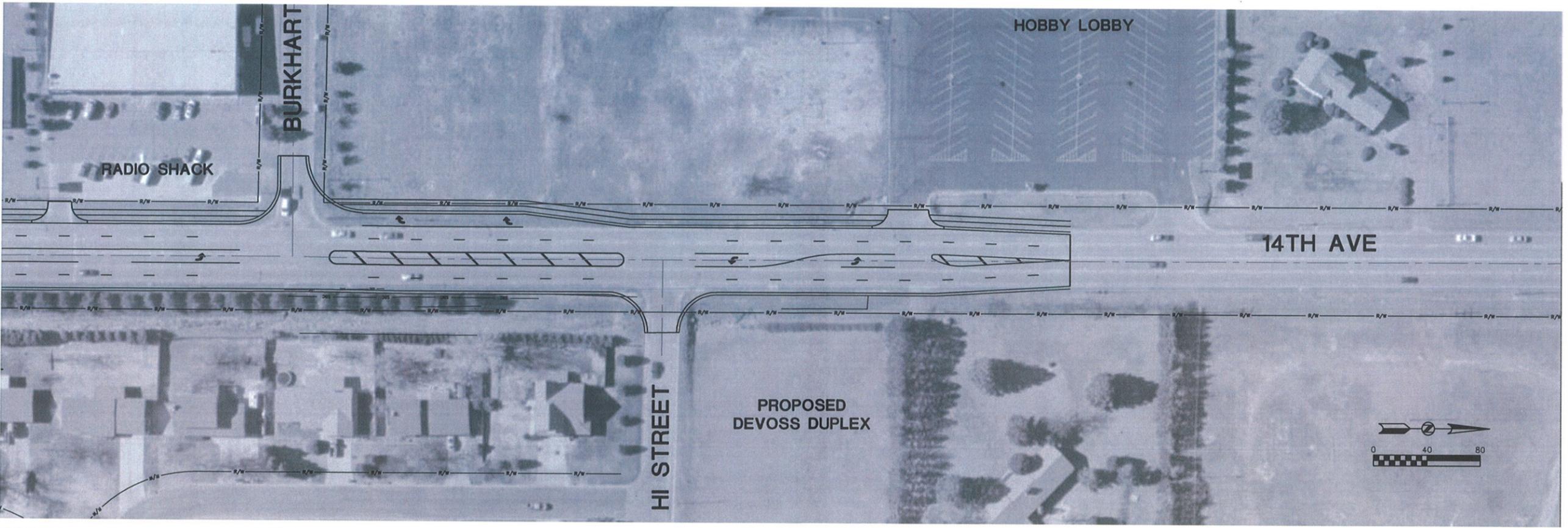
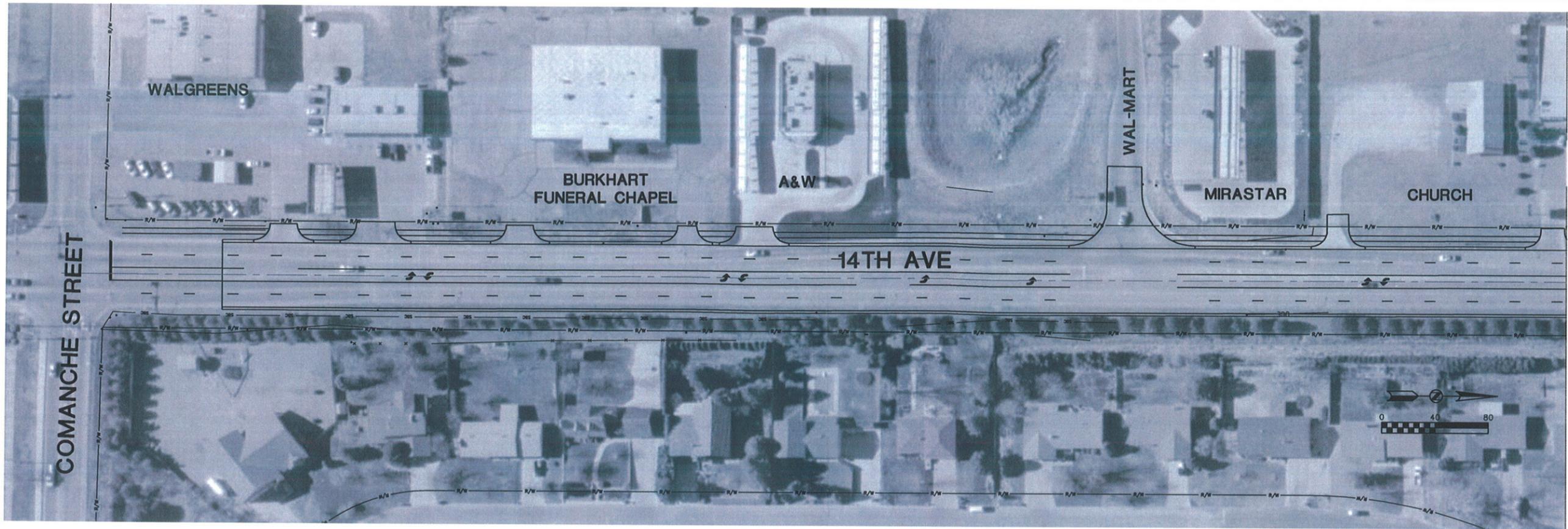
Project '*D.A.R.E.*' -**\$16,366.00** recommended funding; Review Team felt that too much funding is being used on propaganda for the program and would prefer to see more direct relation to the students, possibly using students to educate students. Review Team would recommend additional qualified speakers for the public and school district to take part in. Is there a way to bring the annual conferences to the students on a state level which would allow them to interact and take part more in depth, potentially.

**City of Dodge City Police Department -**

Project '*J.U.D.G.E. Juvenile Underage Drinking Group Education/Enforcement*' - **\$24,655.05** recommended funding; Review Team is very enthused by this program and really feels that it is meeting and performing a direct definition of the legislation. Sadly, due to the amount of funding available the amount requested had to be reduced.

In the future organizations/agencies applying should strongly collaborate with other organizations to benefit and allow for greater access to distributed funds through resource materials, facilities, public served, public information available, etc. Through collaboration a larger effort can be made to eradicate drug and alcohol abuse and the need for such funding to exist.

Recommendation by staff would be to approve the annual Drug & Alcohol Surtax Funds for distribution. If you have any questions do not hesitate to contact me.



Rev.	Date	Description	Design	Drawn	Check

  
**BHC**  
 BLUNGAOIT HONORICOL & COMPANY, P.A.  
 LEADERSHIP. EXPERTISE. SUCCESS.  
 OVERLAND PARK, KANSAS 66202  
 (913) 663-1000 • (913) 663-1633 FAX

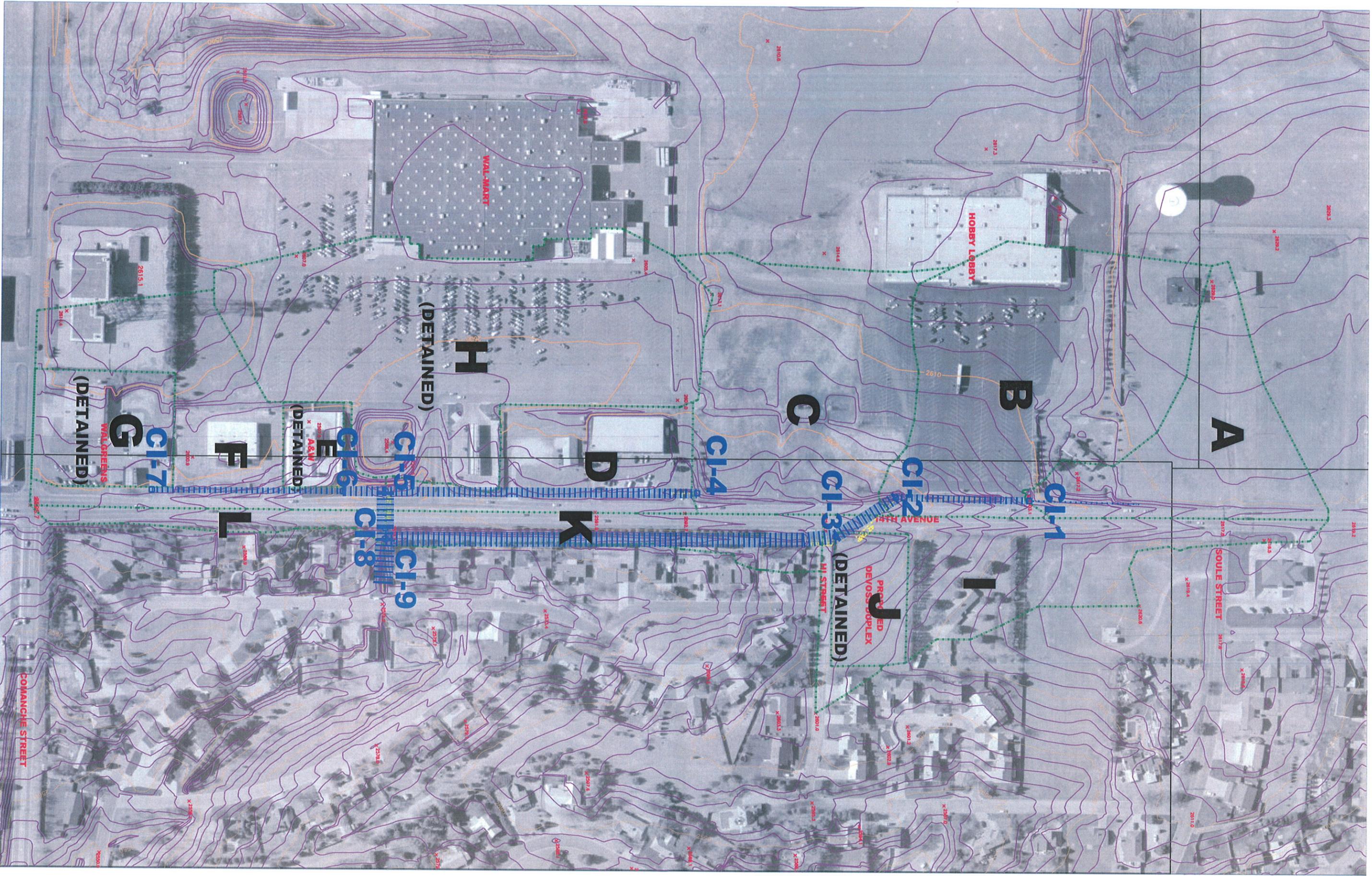
Prepared For:  
 CITY OF DODGE CITY  
 806 2ND AVENUE  
 P.O. BOX 880  
 DODGE CITY, KS 67810  
 (620) 225-8106

**14TH STREET IMPROVEMENTS**  
**COMANCHE TO U.S. 50**  
**DODGE CITY, KANSAS**

Project Number: 3050  
 of  
**C-1**

CONCEPT





# DEVELOPMENT AGREEMENT

(Dodge City - Flying J Inc.)

THIS DEVELOPMENT AGREEMENT is made and entered into this 19<sup>th</sup> day of December 2006, by and between the CITY OF DODGE CITY, KS, a municipal corporation ("City"), and Flying J Inc. ("Developer"), a Utah corporation.

## RECITALS

A. This Development Agreement (this "Agreement") relates to a development project at 2524 East Wyatt Earp Boulevard in the City of Dodge City (the "Project"). The Project is located on the parcel legally described on Exhibit A attached hereto (the "Subject Property"). The Project is illustrated in Exhibit B of this Agreement.

B. City and Developer have, in good faith, negotiated the terms of this Agreement hereinafter set forth. Said terms are consistent with the desire of the parties to assure City, Developer and the residents of the City that the Subject Property will be developed in a manner consistent with the laws of the State of Kansas and the ordinances, policies, and procedures of the City.

C. The Project is intended to benefit the City and its residents in several ways, including but not limited to: increased employment opportunities, increased availability of services, and the continuing expansion of economic development for the area.

D. Within the next few years, City expects the Kansas Department of Transportation (KDOT) to convey to City certain state owned highway right of way property located on the north side of Wyatt Earp Boulevard (also known as Bus. Highway 50/56), adjacent to the Subject Property (the "Right of Way). The Project's initial plans include traffic patterns in which vehicles would be required to use a portion of said Right of Way. That portion of the Right of Way impacted by the initial

design plans is illustrated on Exhibit B and described more particularly in Exhibit C (the "Vehicle Access Lane"). Developer has determined that, in order for the Project to be successful, it will be necessary to cooperatively establish certain regulations and procedures with City including use of a portion of the Right of Way consistent with the traffic flow contemplated by Exhibit B and the final design plans as approved by the City. But for City's agreement to enter into this Development Agreement, Developer would not invest the resources necessary for the Project.

E. The City and Developer understand that the final design plans and the City's regulations and requirements impacting said final design plans for the Developer's use of the Right of Way will have to be finally determined following the City's acquisition of the Right of Way from KDOT. Developer understands that the City has the duty and responsibility for establishing and enforcing certain regulations and procedures designed to promote and protect the public safety and welfare, and Developer pledges its full cooperation to assist the City in fulfilling its responsibilities in that regard as part of the Developer's final design and construction of the Project, including but not limited to the final design, construction and use of the proposed Vehicle Access Lane. The City has considered Exhibit B and has determined that, subject to appropriate conditions, regulations and requirements as established in conjunction with the City's approval of the final design plans and Developer's compliance therewith, the Vehicle Access Lane will not be contrary to public safety and welfare interests.

## **AGREEMENTS**

City and Developer agree as follows:

### **ARTICLE 1**

#### **PRELIMINARY GENERAL PROVISIONS**

##### **1.1 Description of Project.**

The Project to be undertaken on the Subject Property is generally described and

depicted in **Exhibit B** to this Agreement.

1.2 Incorporation of Recitals.

Recitals A through E are incorporated herein, including all exhibits referred to in said Recitals.

1.3 Consistency with Dodge General Plan.

Based on the Developer's representations, the City believes that the Project is consistent with a beneficial use of the Subject Property. The City also believes that this Agreement and final design plans to be established hereunder are also consistent with such beneficial use.

1.4 Project is a Private Undertaking.

It is agreed among the Parties that the Project is a private development and that the City's participation therein as provided in this Agreement is authorized in the exercise of its governmental functions.

1.5 Covenants Running With Land.

Developer agrees that any subsequent conveyance, lease, assignment and/or mortgage or other encumbrance by the Developer affecting the ownership and/or use of the Subject Property or the Vehicle Access Lane shall provide that except as may otherwise be provided in this Agreement, each and every subsequent landowner and/or occupant of the Subject property, if any, shall be obligated and bound by the terms of this Agreement, and any and all obligations of Developer as established in the final design plans as approved by the City, and shall be the beneficiary thereof and a Party thereto, but only with respect to the Subject Property, including any portion of the Right of Way as determined by the City as required for the establishment and use of the Vehicle Access Lane, or such portion thereof, sold, assigned or transferred to such subsequent landowner and/or occupant. All such subsequent landowners and/or occupants shall observe and fully perform all of the duties and obligations of Developer contained in this Agreement, as such duties and obligations pertain to the portion of the

Subject Property and Vehicle Access Lane—sold, assigned or transferred to it. The City and Developer agree and intend that by the recording of this Agreement as provided below, the terms and conditions as set forth herein and in the final design plans shall become a servitude on Subject Property running with the land and any portion of the Right of Way utilized by the Vehicle Access Lane, subject to the City's conveyance, as described in Article 2.A.1 below.

1.6 Recordation of Agreement.

The City Clerk shall, within ten (10) days after the Effective Date of this Agreement, record this Agreement with the, Register of Deeds office of County of Ford, KS. Upon return from the Register of Deeds, the City Clerk shall send a copy of the recorded Agreement, with all exhibits, to Developer.

1.7 Notices and Initial Addresses.

Notices, demands, correspondence, and other communications (herein collectively referred to as "**Notices**") to City or Developer shall be deemed given if dispatched by prepaid first-class mail to the principal offices of the Parties as set forth below. Any Party to this Agreement may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

This initial address for mailing notices to City shall be as follows:

City of Dodge  
c/o City Manager  
806 N. Second Avenue  
Dodge City, KS 67801

The initial address for mailing notice to Developer shall be as follows:

Flying J Inc.  
1104 Country Hills Drive  
Ogden, UT 84403  
Attn: Russ Workman  
Attn: Terrence Bride  
  
Fax: (801) 624-1705

1.8 Cooperation of Parties.

Each Party to this Agreement agrees to cooperate with every other Party to this Agreement to accomplish in a reasonable and timely manner all of the obligations of the Parties required under this Agreement. Each Party covenants, on behalf of itself and its successors and assigns, to take all actions and do all things, and to execute, with acknowledgment or affidavit if required, any and all documents and writings, that may be necessary or proper to achieve the purposes and objectives of this Agreement.

## **ARTICLE 2**

### **DEVELOPMENT TERMS**

- 2.1 City's Obligations. City hereby covenants and agrees as follows:
- 2.1.1 Subject to the terms and conditions of this Agreement, and further subject to the City's acquisition of all or a portion of the existing Right of Way from KDOT, City hereby grants and conveys to Developer, the right to purchase and/or utilize that portion of the Right of Way as required by the final design plans for the Vehicle Access Lane, subject to reasonable conditions required by the City. City covenants and agrees to convey ownership and/or the right of use of that portion of the Right of Way as is required for the Vehicle Access Lane as established by the City approved final design plans to Developer within a reasonable time of City's acquisition of said Right of Way from KDOT and Developer's satisfaction of its obligations hereunder
- 2.1.2 The consideration for such conveyance or Right of Way use shall be the fair market value of the property to the Subject Property, to be established by a licensed MAI appraiser selected by agreement between City and Developer. If City and Developer are unable to agree upon an appraiser, the consideration shall be established by

an arbitrator selected jointly by the parties.

2.1.3 City shall cooperate with the preparation of and recording of any survey, plats or other documents as may be required to accomplish the intent of this Agreement.

2.1.4 Developer shall be solely responsible for all fees, costs and expenses incurred in connection with the preparation and recording of any and all documents as required by this Agreement, including but not limited to any consideration paid by the City in conjunction with its acquisition from KDOT of that portion of the Right of Way required for the Vehicle Access Lane, the City's participation under the provision of paragraph 2.1.1, 2.1.2 and 2.1.3 above, the City's alteration and improvement of other City owned property or infrastructure incurred as a direct result of the City's compliance with the terms and conditions of this Agreement.

2.2 Developer's Obligations. Upon obtaining or the right to utilize the Vehicle Access Lane, Developer shall be obligated to complete the following as long as the property is held under Flying J's ownership or as otherwise provided herein:

2.2.1 Increase hours of operation to serve the communities needs, which may include 24-hour seven day per week service, based upon established demand.

2.2.2 Employ approximately 25 employees.

2.2.3 Developer and any subsequent owner and/or occupant of the Subject Property shall develop and maintain the Project in conformity with the final design plans to be prepared and completed by a licensed civil engineer engaged by the Developer and as approved by the City. The design plans shall fully comply

with all storm water flow and storage requirements as incorporated by the plans and shall include all modifications to existing culverts and grades, or construction of additional infrastructure, as required by the final design plans.

- 2.2.4 Developer and any subsequent owner and/or occupant shall, at Developer's expense, pay for replacement of all asphalt removed and other costs and expenses for repair or relocation of buried utilities in existence at the time of City's approval of the final design plans. Future utilities shall not be covered by this clause and will require asphalt repair by the initiating party.
- 2.2.5 Laws and regulations pertaining to the approval and compliance of new developments in the City shall apply to Developer and any subsequent owner and/or occupant.
- 2.2.6 In the event the Developer or any subsequent owner and/or occupant should at any time in the future seek to modify, alter or change the configuration of or the use of the Vehicle Access Lane as established by the City approved final plans hereunder, any and all such plans shall prior to implementation be subject to the City's approval if such plans modify directly or indirectly the terms and conditions of the final design plans as provided for herein.
- 2.2.7 In the event that Developer or any subsequent owner and/or occupant should abandon the use of the Vehicle Access Lane at any time in the future, or should the Developer or any subsequent owner and/or occupant propose to give, sell or convey the Vehicle Access Lane or any portion thereof to any person or entity separately from the Subject Property, the Developer shall first offer the Vehicle Access Lane to the City for the same consideration as

offered to the intended grantee, but in no event shall such offer be in excess of that paid hereunder to the City by the Developer. The City shall accept or reject the Developer's offer in writing within 60 calendar days of the City's receipt of the written notice from Developer. This provision does not apply to transfers of substantially all of the entire Subject Property.

2.2.8 Developer shall implement and maintain all landscaping required by the final design plans in an orderly, consistent and aesthetic condition.

2.2.9 All of Developer's obligations under this Agreement are subject to the City acquiring title to the Right of Way from KDOT if offered by KDOT and the City conveying a portion of the Right of Way to Developer, as described above. If the City imposes unreasonable conditions and restrictions so as to make the Vehicle Access Lane unusable for Developer's intended purpose, and Developer elects not to acquire ownership or use of the Right of Way as provided herein, Developer shall have the right to terminate the Project and the Developer shall have no further obligation under this Agreement.

### ARTICLE 3

#### TERM OF THIS DEVELOPMENT AGREEMENT AND EXTENSIONS

##### 3.1 Initial Term of Agreement

The Term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until terminated by mutual written agreement of the parties; provided however, nothing shall prevent the amendment, modification or replacement of this Agreement by mutual written agreement of the parties at any time.

### ARTICLE 4

#### DEFAULTS AND REMEDIES

#### 4.1 Acts Constituting Default

In the event of alleged Default by any Party to this Agreement, the Party alleging such default or breach shall give the Party or Parties allegedly in Default not less than thirty (30) days notice, in writing specifying the nature of the alleged Default and the manner in which the Default may be cured. During any such thirty (30) day period, the Party charged with Default shall not be considered in Default for purposes of termination of this Agreement or the institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such Default has not been cured or is not being diligently cured in the manner set forth in the notice, the Party alleging the Default may, institute legal proceedings to obtain appropriate judicial relief, including, but not limited to monetary damages, mandamus, specific performance, injunctive relief, or a declaratory judgment determining that the Party alleging Default is entitled to terminate this Agreement.

#### 4.2 Forced Delay, Extension of Times of Performance

In addition to specific provisions of this Agreement, performance by either Party hereunder shall not be deemed to be in default where delays or defaults are due to war, acts of terrorism, insurrections, strikes, walkouts, riots, floods, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by governmental entities other than the City, enactment of conflicting state or federal laws or regulations.

### **ARTICLE 5** **LEGAL RELATIONS OF PARTIES**

#### 5.1 Applicable Law

This Agreement shall be interpreted and enforced under Kansas law and according to its fair meaning, and not in favor of or against any Party

#### 5.2 Invalidity of Agreement and Severability of Provisions

If any provision of this Agreement shall be determined by a court to be invalid

and unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any federal or state statute, which became effective after the Effective Date, the remaining provisions shall continue in full force and effect; provided, however, if such determination materially and adversely affects Developer's or City's rights hereunder to develop and regulate the Vehicle Access Lane consistent with the final design plans as approved by City, Developer or City may elect, at its option, to terminate this Development Agreement with respect to the Vehicle Access Lane, or affected portion thereof.

5.3 Right of Recovery of Attorney's Fees, Costs and Expenses of Litigation

In any proceeding filed by the City or Developer to enforce or interpret the terms of this Agreement, the prevailing Party shall recover its reasonable attorney's fees, costs of court and expenses of litigation from the other Party.

5.4 Exclusive Jurisdiction

The parties mutually agree that any litigation arising out of this Agreement shall be filed only in a Kansas state or federal court with jurisdiction in Ford County, Kansas, which courts shall have exclusive jurisdiction of all such matters, and the parties hereby waive any and all rights to file, transfer or pursue any such actions in any other state or federal courts.

5.5 Relationship of Parties.

Nothing contained herein shall be deemed to create any agency relationship between the parties hereto and any such relationship is hereby expressly denied. This Agreement is for the exclusive benefit of the parties hereto, and their respective successor, assigns and shall not be deemed or construed to create any right or benefit in any other party or parties.

5.6 Developer's Release and Hold Harmless

Developer agrees to and does hereby save and hold harmless the City of and from any and all claims, causes of action, costs, damages and expenses, including

reasonable attorney fees, brought against the City by any third party in any manner whatsoever arising out of the City's approval of the Developer's final design plans for the Vehicle Access Lane or the Developer's construction and use of said Vehicle Access Lane; provided, however, that this Agreement does not create any third party beneficiaries and no governmental immunity defense is waived by Developer's obligation to indemnify the City.

## ARTICLE 6 CONCLUDING GENERAL PROVISIONS

### 6.1 Gender of Terms

Masculine, feminine, or neuter gender, and the singular and the plural number shall each be considered to include the other whenever the context so requires.

### 6.2 Effect of Waiver

No waiver by a Party of any provision of this Agreement shall be considered a waiver of any other provision or any subsequent breach of the same or any other provision, including the time for performance of any such provision. The exercise by a Party of any remedy provided in this Agreement or at law shall not prevent the exercise by that Party of any other remedy provided in this Agreement or at law.

### 6.3 Interpretation of Agreement

This Agreement constitutes the entire agreement between the Parties related to the Vehicle Access Lane and supersedes all prior discussion, negotiations, and agreements whether oral or written. Any amendment to this Agreement, including an oral modification supported by new consideration, must be reduced to writing- and signed by both Parties before it will be effective.

### 6.4 Counterparts

This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one original document.

### 6.5 Successors and Assigns

This Agreement inures to the benefit of, and is binding on, the Parties and their respective personal representatives, successors, and assigns, including any subsequent owner and/or occupant of the Subject Property, or the Vehicle Access Lane.

6.6 Captions

The captions heading the various paragraphs of this Agreement are for convenience and shall not be considered to limit, expand, or define the contents of the respective paragraphs.

6.7 Joint and Several Liabilities

If any Party to this Agreement consists of more than one person, each such person shall be jointly and severally liable for the obligations of such Party hereunder.

6.8 Listing and Incorporation of Exhibits

The exhibits to this Agreement, each of which are hereby incorporated herein by reference, are as follows:

Exhibit A - Legal Description of the Subject Property

Exhibit B- General Description of the Project

Exhibit C - Identification of the Vehicle Access Lane

IN WITNESS WHEREOF, this Agreement is executed by the Parties thereto on the dates set forth below, the date of City's approval being the Effective Date for this Agreement.

CITY

DEVELOPER

CITY OF DODGE,  
a municipal corporation

FLYING J INC, a  
Utah Corporation

By: \_\_\_\_\_  
Mayor V. James Sherer

 *RAW*  
By: Barry G. Burgon  
Its: Senior Vice President

**ATTEST:**

\_\_\_\_\_  
Nannette Pogue, City Clerk

**APPROVED AS TO FORM:**

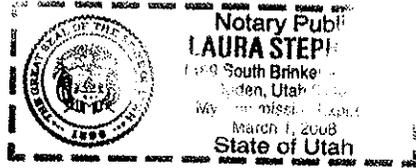
\_\_\_\_\_  
Ken W. Strobel, City Attorney

[ATTACH NOTARY ACKNOWLEDGEMENTS]

State of Utah )  
                          §  
County of Weber )

On this 19<sup>th</sup> day of Dec., 2006, before me Laura Stephens, a notary public, personally appeared Barre G. Burgin, personally known to me to be the person whose name(s) is (are) subscribed to on this instrument, and acknowledged that (s)he (they) executed the same.

S  
E  
A  
L



Laura Stephens Notary Public  
3/1/2008 Commission Expires

Exhibit A

LEGAL DESCRIPTION OF THE SUBJECT PROPERTY

**EXHIBIT A**

PARCEL I - TRACT 1, SHUMAN TRACTS, A SUBDIVISION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK "C" AT PAGE 27 ½;

PARCEL II - TRACTS 2 AND 3, SHUMAN TRACTS, A SUBDIVISION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK "C" AT PAGE 27 ½;

PARCEL III - TRACTS 7, 8, 9 AND THE EAST 82 ½ FEET OF TRACT 10, SHUMAN TRACTS, A SUBDIVISION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK "C" AT PAGE 27 ½.

Exhibit B  
General Description of the Project

## Exhibit B

### Project Description of Project

The Dodge City, KS Flying J Travel Plaza is located at 2524 East Wyatt Earp Boulevard. The facility will be open 24 hours and brings together a full range of services for the local and traveling public. The plaza will include a well-stocked convenience store and quality fuel dispensed from 12 passenger car, and 5 diesels or 3 diesels 2 RVs. Parking will be provided for 100 diesel trucks and 41 automobiles. Our customers will also enjoy FLYING J's unique RoadLink kiosks that provide fax & copy service, Rand McNalley routing information, pre-paid calling cards plus load matching services for professional drivers. A driver's lounge, laundry and nine immaculate private showers are also provided for the professional drivers' convenience.

The Dodge City, KS travel plaza will also include a Country Market Restaurant & Buffet serving up a scrumptious bill of fare. The Country Market restaurant will highlight an extensive variety of menu selections as well as an all-you-can-eat buffet.

If excess right-of-way is acquired Flying J will make significant improvements to the plaza including the reconstruction of the diesel and unleaded fuel canopies, the addition of a new fuel pricing sign, a truck scale and, a visual facelift to the building as well as functional improvements to the interior of the plaza.

Exhibit C

Identification of the Vehicle Access Lane

# CITY OF DODGE CITY

Office of the City Attorney

P.O. Box 39  
Dodge City, Kansas 67801  
620-225-4168  
Fax: 620-225-7261  
wsmmr@swbell.net

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## Memorandum

To: Jeff Pederson, City Manager  
CC: Chief John Ball  
From: Ken W. Strobel, City Attorney  
Date: February 13, 2007  
Subject: City/County Interlocal Agreement re: Firing Range

*KWS*

Jeff,

Enclosed is a copy of an Interlocal Agreement between the City and Ford County related to the shared use of the new law enforcement firing range located near the Ford County Landfill.

Chief Ball and Sheriff Bush developed the basics for the Agreement. Glenn Kerbs prepared an initial draft and forwarded to me for my review. The changes I proposed to Glenn's initial draft have been included in the enclosed draft. Chief Ball and I have both reviewed the revised draft and are recommending the same for City Commission approval.

We would ask that the item be placed on the next City Commission meeting consent agenda for approval, unless you or any of the commissioners feel further review or discussion is necessary.

If you or the commission have any questions, either John or I would be happy to respond.

Enclosure

c: Glenn Kerbs, Ford County Legal Counsel

# GLENN I. KERBS

ATTORNEY-AT-LAW

CENTRAL AT COMANCHE  
P.O. BOX 1473  
DODGE CITY, KANSAS 67801  
TELEPHONE (620) 225-0238  
FAX (620) 225-0318

## MEMO

COPY

TO: Sheriff Dean Bush  
Mr. Edward W. Elam  
Mr. Ken W. Strobel  
Chief John Ball

FROM: Glenn I. Kerbs  
Ford County Counselor

RE: Interlocal Cooperation Agreement / Firing Range

DATE: February 9, 2007

Enclosed is a final draft of the Interlocal Cooperation Agreement between Ford County and the City of Dodge City for the firing range located on the site of the Ford County Landfill. I have incorporated in the final draft all of the suggested changes made by Ken. Please review the draft to make certain it meets with your approval.

I understand the agreement will be included as an agenda item for the meeting of the Board of County Commissioners on February 20, 2007. As soon as the agreement is approved by both governing bodies, I will forward it to the Attorney General's office for review.

Thank you for your assistance in this matter.

Very truly yours,



Glenn I. Kerbs

GIK:ab  
Encl.

INTERLOCAL COOPERATION AGREEMENT

**THIS AGREEMENT** is made and entered by and between Ford County, Kansas (the “County”) and the City of Dodge City, Kansas (the “City”) effective this \_\_\_\_\_ day of February, 2007.

RECITALS

**WHEREAS**, the County has constructed a firing range on the site of the Ford County Landfill, located in Section 22, Township 25 South, Range 25 West of the 6<sup>th</sup> P.M.;

**WHEREAS**, it is the desire of the City to use the firing range for the benefit of Dodge City Police Department personnel;

**WHEREAS**, it is the desire of Ford County to make the firing range available to Dodge City Police Department personnel, subject to the terms and provisions of this agreement;

**AND WHEREAS**, the Kansas Interlocal Cooperation Act (K.S.A. 12-2901 *et seq.*) provides that public agencies may enter into agreements for joint or cooperative action pursuant to the provisions of the act.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **RECITALS.** The recitals set out above are hereby incorporated by this reference.
2. **PURPOSE.** The purpose of this agreement is to establish the terms and provisions for usage of the firing range described above by personnel of the Dodge City Police Department.
3. **FINANCING.** The County shall be responsible for the cost of constructing the firing range, except as otherwise provided herein.

4. **MAINTENANCE AND EQUIPMENT.** The County shall be responsible for regular maintenance of the firing range. Any improvements or modifications to the firing range shall be in the sole discretion of the County. Subject to the prior written approval of the County Sheriff, the City may provide additional equipment and labor to improve or maintain the firing range. Any permanent fixtures installed by either party shall become the sole property of the County. For purposes of this agreement, the phrase "permanent fixtures" as used above shall mean all equipment or improvements provided by the County, and any equipment or improvements provided by the City which cannot be removed from the firing range without causing damage to the firing range or other improvements located thereon. Any equipment and improvements provided by the City in accordance with the conditions of this agreement which can be removed without damage to the range or other improvements may be removed by the City at its expense upon termination of this agreement and shall be removed by the City at the City's expense at the request of the County upon termination of this agreement.

5. **ACCESS.** The firing range shall be available for use by the parties at such times as determined by the County Sheriff, in consultation with the City Chief of Police (the "Chief"). Rules concerning access and use of the firing range shall be established by the County Sheriff, in consultation with the Chief and reduced to writing and provided to the Chief. Access and use of the firing range shall be subject to the established rules and each party shall cooperate in the compliance and enforcement of said rules; provided, however, no rule assessing a fee for access or usage by the City of the range shall be established without the prior agreement of the Chief.

6. **LIMITATIONS.** Unless the parties agree otherwise, the access and use of the firing range shall be limited to employees and volunteers of the Ford County Sheriff's Department and employees and volunteers of the Dodge City Police Department. Access and use of the firing range

by personnel from other law enforcement agencies or other individuals shall be subject to prior approval by the County, provided, however, such access and use shall not unduly interfere with the access and use of the parties.

7. **LIABILITY.** Neither the County nor the City shall hold harmless or indemnify the other party or any third party beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6106 *et seq.*). Each party shall maintain liability insurance covering its employees against any negligent or accidental act while on or about the firing range premises or while using the firing range facility.

8. **CLEANUP.** The parties shall equally share the cost of any local, state or federal environmental requirements related to activities conducted at the range, including but not limited to, the cleanup and disposition of lead. This obligation shall extend beyond any termination or expiration of this agreement for such requirements resulting from the joint use of the range as provided herein.

9. **DURATION.** The duration of this agreement shall be perpetual. However, except as to the obligations set forth in paragraph eight, either party may terminate this agreement upon giving written notice to the other party at least 120 days prior to the effective date of termination.

10. **BINDING EFFECT.** This agreement shall be binding upon and extend to the benefit of the parties hereto and their respective successors and assigns.

11. **APPLICABLE LAW.** This agreement shall be governed by and interpreted in accordance with the laws of the State of Kansas.

12. **VENUE.** It is agreed that should any dispute arise concerning the validity and effect of this agreement, or any breach of this agreement, venue for the action concerning such dispute shall be in the District Court of Ford County, Kansas.

13. **SEVERABILITY.** If any section, clause or phrase of this agreement should be determined by a court of competent jurisdiction to be invalid for any reason whatsoever, such determination shall not affect the remaining provisions of this agreement, which shall remain in full force and effect; and to this end the provisions of this agreement are hereby declared to be severable and should be presumed to have been agreed upon knowing that the various provisions of this agreement are severable.

14. **PRIOR AGREEMENTS.** This agreement constitutes the entire understanding and agreement between the parties with respect to the subject matter contained herein and supersedes all prior negotiations and discussions concerning any matter contained herein.

15. **EFFECTIVE DATE.** This agreement shall take effect upon its approval by the attorney general of the State of Kansas and after it is recorded in the office of the register of deeds of Ford County, Kansas and in the office of the Secretary of State of the State of Kansas.

16. **MODIFICATION.** Except as otherwise specifically stated herein, the provisions of this agreement shall not be subsequently modified, except by mutual consent and agreement of the parties, expressed in writing, dated and signed.

17. **WAIVER OF BREACH.** No waiver of a breach of this agreement shall be deemed a waiver of any subsequent breach.

**IN WITNESS WHEREOF,** the parties have caused this agreement to be executed and made effective as set forth herein.

**FORD COUNTY BOARD OF COMMISSIONERS**

---

T. Kim Goodnight, Chair

\_\_\_\_\_  
John F. Swayze, Commissioner

\_\_\_\_\_  
Terry C. Williams, Commissioner

Approved by the Ford County Board of Commissioners this \_\_\_\_\_ day of February, 2007.

\_\_\_\_\_  
Victoria Wells, Ford County Clerk

**CITY OF DODGE CITY, KANSAS**

\_\_\_\_\_  
Jim Sherer, Mayor

Approved by the City Commission of the City of Dodge City, Kansas, this \_\_\_\_\_ day of  
February, 2007.

\_\_\_\_\_  
Nanette Pogue, City Clerk

Approved by the Attorney General of the State of Kansas on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2007.

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