

CITY COMMISSION AGENDA

City Commission Chambers
Monday, August 18, 2008 7:00 p.m.
MEETING #4724

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Gib Botten, Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Evaluating the Performance of Grant Number 06-PF-601, the Extension of the Sewer System providing Service to the residences of Happy Homes II and Ranchwood Estates Mobile Home Parks.

Proposed 2009 City of Dodge City Budget

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 Joint City/County Special Meeting minutes, July 28, 2008
2. Approval of City Commission Special Meeting August 4, 2008
3. Approval of City Commission Meeting minutes, August 4, 2008
4. Appropriation Ordinance No. 16, August 18, 2008
5. Cereal Malt Beverage License
 - a. Riverstop Conoco, 705 South 14th Ave., Dodge City
 - b. Speed Stop Conoco, 2615 Gary Ave, Dodge City
6. Hennessy Hall Lease Agreement with Southwest Planning Regional Service Center
7. Approval of Municipal Resolution with Commerce Bank to Obtain Credit Card Account

ORDINANCES & RESOLUTIONS

Resolution No. 2008-13: A Resolution Accepting the Sewer Lines, Force Main, and Lift Station in the Ranchwood Estates and Happy Homes II Addition

UNFINISHED BUSINESS

NEW BUSINESS

Approval of 2009 Budget. Presented by Nannette Pogue, City Clerk.

Approval of Final Costs for Happy Homes II and Ranchwood Estates Sanitary Sewer Improvement and Setting a Public Hearing for September 2, 2008. Presented by Joe Finley, Director of Engineering Services.

Approval of Bids for Tractor for Parks Department, Utility Vehicles (3), Bobcat Attachment. Presented by Mike Klein, Supervisor of Public Works.

Approval of Bids for Police Department Radios. Presented by Mike Klein, Supervisor of Public Works.

Approval of Land Purchase Contract. Presented by Cherise Tieben, Assistant City Manager.

OTHER BUSINESS

ADJOURNMENT

August 14, 2008

MEMO

TO: Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk *NP*

SUBJECT: Public Hearing Regarding Performance of CDBG Grant

The City applied for and received a CDBG (Community Development Block Grant) to extend sewer to Happy Homes II and Ranchwood Estates, two mobile homes located on East Trail Street. At the close of that grant, to meet the requirements of the CDBG program, it is necessary to hold a public hearing regarding the performance of that grant. Faye Trent, Great Plains Development, Inc. was the administrator for the grant. She will be in attendance at the meeting Monday night to hear any comments and present the final documents to close this grant. All of the construction has been complete. The grant served low and moderate income families. Attached is a project summary of the costs included in this grant.

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

City of Dodge City
CDBG #06-PF-601
Project Summary

The original funding as addressed in the application was \$175,650.00 from Kansas Department of Commerce's Community Development Block Grant (CDBG) funds and \$175,650.00 from the City of Dodge City for a total project cost of \$351,300.00.

The expenditure breakdown is as follows:

- a. Sewer/Lines/Treatment budget of \$251,331.00 (CDBG - \$162,800.00; Local \$88,531.00). Actual \$304,380.30 (over budget \$53,049.30) CDBG portion \$162,991.30 Local portion \$141,389.00.
- b. Acquisition budget of \$11,000.00. Actual \$2,398.40 (under budget \$8,601.60). All acquisition expenses were paid with local funds.
- c. Engineering Design budget \$36,300.00. Actual \$29,179.74 (under budget \$7,120.26). All engineering design expenses were paid with local funds.
- d. Construction Inspection budget of \$9,453.00. Actual \$2,825.38 (under budget \$6,627.62). All construction expenses were paid with local funds and includes \$2,805.38 in force account labor from the City's engineering department.
- e. Administrative Activities budget of \$12,850.00. Actual \$12,658.70 (under budget \$191.30). All administration expenses were paid with CDBG funds. Actual total includes final payment of \$1,240.00 to GPD and the cost to publish the close-out public hearing notice of \$31.20.
- f. Legal budget of \$30,366.00. Actual \$0.00 (under budget \$30,366.00). All legal expenses were to be paid with local funds.
- g. Total project cost is \$351,442.52 (over budget \$142.52).
- h. CDBG drawdowns received to date are \$163,652.00 with \$11,998.00 being requested on the final pay request.

To be published in the August 11, 2008 edition of the Dodge City Daily Globe

PERFORMANCE PUBLIC HEARING NOTICE

The City Commission of the City of Dodge City, Kansas will hold a public hearing on Monday, August 18, 2008, at 7:00 P.M. in the Commissioner's meeting room at 806 2nd Avenue, Dodge City, Kansas for the purpose of evaluating the performance of Grant Number 06-PF-601, which was for the extension of the sewer system to provide service to the residences of Happy Homes II and Ranchwood Estates Mobile Home Parks located south of U.S. Highway 400 approximately 2/3 mile east of the junction of U.S. Highway 65/283 and U.S. Highway 400. The project included acquisition of real estate and easements, installation of a complete lift station, 5,954 LF of force main and sanitary sewer pipe, 9 sanitary sewer manholes, 365 LF of casing, 7,645 LF of trenching and backfill, removal and replacement of fencing, replacement of 25 ton of road gravel, and seeding.

This grant was funded, all or in part, from the Kansas Department of Commerce & Housing, Small Cities Community Development Block Grant funds. All aspects of the grant will be discussed and oral and written comments will be recorded and become a part of the City of Dodge City's CDBG Citizen Participation Plan.

Reasonable accommodations are available for persons needing assistance. Requests for accommodations should be submitted to the city clerk by 4:00 p.m. August 15, 2008.

E. Kent Smoll, Mayor

The Governing Body of the City of Dodge City will meet on the 18th day of August, 2008, at 7:00 p.m. at the City Commission meeting room, 806 2nd Avenue for the purpose of hearing and answering objections of taxpayers relating to the proposed use of all funds and the amount of Ad Valorem Tax.

Detailed budget information is available at City Hall, 806 Second Avenue, and will be available at this hearing.

BUDGET SUMMARY

The "Proposed Budget 2009 Expenditures" and the "Amount of 2008 Tax to be Levied" establish the maximum limits of the 2009 budget. The "Est Tax Rate" is subject to change depending on final assessed valuation.

FUND	2007		2008		PROPOSED BUDGET 2009		
	Prior Year Actual Expenditures	Actual Tax Rate	Current Year Estimate of Expenditures	Actual Tax Rate	Expenditures	Amount of 2008 Ad Valorem Tax	Est. Tax Rate
General Fund	12,982,982	22.943	13,558,108	23.224	15,977,845	2,692,548	21.977
Special Liability	575,120	3.566	756,607	3.587	735,000	311,380	2.542
Library	737,331	4.791	794,996	5.156	844,195	721,095	5.886
Library Employee Benefit	191,572	1.343	192,266	1.367	224,697	201,638	1.646
Building Fund	179,206	1.249	130,000	1.266	93,000	153,113	1.250
Bond and Interest	1,841,902	10.248	2,272,442	12.036	2,769,385	1,813,760	14.804
Capital Improvement Fund	401,142	1.722	498,000	1.810	403,000	220,936	1.803
Sales Tax - Special Projects	4,228,791		3,229,983		2,769,851		
1998 Series A Debt Service/Reser	489,583						
1998 Series B Debt Service/Reser	389,093						
Convention and Visitors	397,549		486,600		563,291		
Special Streets & Highways	595,475		790,098		920,574		
Special Parks & Recreation	83,101		65,800		80,000		
Special Alcohol & Drug	100,000		100,000		95,000		
Alcohol Drug & Safety Action	25,155		40,000		40,000		
Special Law Enforcement Trust	19,621						
Underage Alcohol Abuse Program	22,916		22,000		22,000		
DARE	19,606		20,000		17,500		
Capital Equipment	361,023		621,000		621,000		
Grants	1,779,626						
Golf Course COP Fund	77,157						
Depot COP Fund	97,508						
Street Reconstruction Projects	4,272,192						
Water	5,209,297		4,052,481		4,066,403		
Wastewater	4,471,126		5,092,363		5,306,638		
2003 WWTP & Wtrl Imp Debt Ser	1,652,636						
Sanitation	1,626,048		1,964,434		1,915,430		
Drainage Utility	208,648		236,200		599,355		
Utilities Administration	1,453		0		0		
Transportation	245,054		225,346		251,651		
Medical Self Insurance	1,908,966		2,076,346		2,310,489		
Hoover	0						
Economic Development Revolving	91,177						
SMPC Trust	0		54,885		90,784		
Insurance Reserve	0		0		0		
TOTALS	45,282,057	45.862	37,279,955	48.446	40,717,088	6,114,469	49.908
Less Transfers:	5,864,228		4,192,119		4,512,906		
Net Expenditures	39,417,829		33,087,836		36,204,182		
Total Tax Levied	5,663,915		6,021,139		6,114,469		
Assessed Valuation	123,516,577		123,894,297		122,514,627		

Outstanding Indebtedness, January 1,			
	2,006	2007	2008
G.O. Bonds	16,110,000	15,245,000	22,530,000
Revenue Bonds	26,080,000	24,625,000	23,120,000
Temporary Notes	0	0	0
Lease Purch Princ	2,286,423	169,406	34,900
Total	44,476,423	40,039,406	45,684,900

*Tax Rates are expressed in mills.

EXECUTIVE SUMMARY

2009 Budget City of Dodge City

Submitted for the Governing Body's approval is the 2009 operating and capital budget for the City of Dodge City for the fiscal year beginning January 1, 2009. The budget proposal represents the ongoing commitment to manage the delicate balance between funding essential operations, providing for infrastructure investment, and maintaining a stable tax levy.

The proposed budget was developed with three primary objectives.

- 1). Continuation of our commitment to maintaining and improving our service delivery, with an increased emphasis on the importance of human resources.
- 2). Continuing our efforts to fund the Capital Improvement Program, and Municipal Equipment Replacement Program in order to insure sound and viable City infrastructure, public works facilities, and overall service delivery capability.
- 3). Commit the resources needed to provide essential services for a growing community, as well as pursue achievable enhancements to programs and facilities that enhance quality of life for residents.

Budget Assumptions

During the budget preparation process we have made revenue forecasts based on national, state, and local economic trends, and state budget laws. Community needs, departmental program history, and general direction from the governing body were key factors used in projecting program costs for 2009. The budget as presented does not provide any increased services and may in fact result in a decrease in services. It represents the same programming as it did in 2008, and with the exception of scheduled salary increases, the same funding level.

Some assumptions used to develop this budget include:

- 1). Assessed Valuation of \$122,514,627. This is a 1.1% decrease from 2008. In prior years, we had increases of 3%-5%. This plateau in the valuation is a common occurrence across the state of Kansas and primarily the result of the new machinery and equipment state abatement for industry.
- 2). Delinquent ad valorem tax at a rate of 5%
- 3). Implementation of the second phase of the Salary Survey. (This increase has been included in this draft budget).

- 4). Partially restore funding for the Capital Improvement Program
- 5). Funding the Municipal Equipment Replacement Program at the 65% level
- 6). Health Insurance premiums increased by 8%
- 7). Continued loss of demand transfer funds from the State of Kansas.

Property Tax Funds

The Funds reflected in this budget which are supported by property tax assessment include the General Fund, Special Liability Fund, Library and Library Employee Benefit Funds, Building Fund, Bond & Interest Fund and Capital Improvement Fund. All other funds are supported by Special Revenue or User Fees.

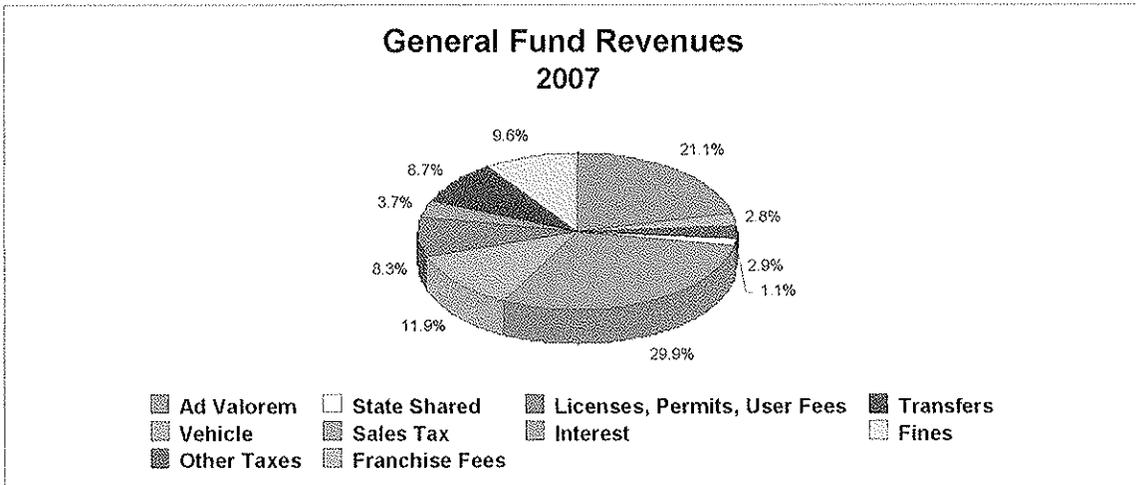
This budget is presented by fund, with the revenue being listed first and the expenditures listed next and summarized by category. Reports are available that lists all the line items included in each fund as well as detail of most of the line items.

Revenue Projections

The sales tax revenue projections for the 2008 and 2009 Budget reflect a 3% increase from 2007 to 2008 and a 7% increase from 2008 to 2009. This revenue source continues to be strong. Sales tax is one of the non-property tax funding sources that is of great importance to the City as it represents approximately 30% of the total revenue stream for the General Fund budget. For 2009 budget purposes the sales tax projection is at \$4,256,727. (This does not include the Why Not Dodge sales tax which is dealt with separately).

Interest income had been gaining momentum over the past couple of years, but turned downward at the end of 2007 and into 2008.

The following graph provides an overview of the 'General Fund Revenue Sources for the Budget Year 2007 (actual).



Cash Reserves

I have shown the Cash Reserve in the budget. It is titled Transferred to Capital. This amount reflects 14-15% of the budgeted expenditures for 2008.

Capital Improvement Program, Municipal Equipment Reserve Fund and Building Fund

Included in the 2009 Budget is the proposed Five-Year Capital Improvement Program. A revenue source for this program includes a \$100,000 transfer from the General Fund.

The Municipal Equipment Reserve Fund is funded by the depreciation amount of the equipment (vehicles and other rolling equipment) in the general fund. This fund then supports the replacement or new equipment for departments in the general fund. The equipment in the other funds (Sales Tax Fund, Water, Sewer and Sanitation) are all listed in the Program, but funded in those individual funds.

The Building Fund was started as a method to fund building projects. In the past this has funded payments for the City Hall, Golf Course Club House and the Depot. This fund has not yet had the opportunity to accumulate enough to fund future projects. There is nothing specifically proposed for 2009.

Health Insurance

The health insurance is currently placed with Trustmark and FiServ Health of Kansas continues to administer this health insurance plan. The 2009 budget shows an 8% increase. Initial projections are an approximate 10.5% increase with no changes to the health insurance plan. The total head insurance cost budgeted for 2009 is \$2,310,489 compared to \$2,076,346 in 2008.

Position Changes in the General Fund

A restructuring of some positions took place in 2008. As a result of these changes, there was an elimination of one position, the Development Services Director position. The Development Services previously had Planning and Zoning and Inspection in one department. Beginning in 2009, this will be separated into 2 departments, Inspection and Planning and Zoning. Mike Klein was previously the Director of Administration and was paid from the Utility Administration Fund. He is now the Superintendent of Public Works and paid from the Sanitation Department.

One of the findings of the Community Housing Assessment Report completed by Martin Shukert was a regional Community Housing Development Corporation, capable of developing housing or assembling partnerships in both Dodge City and rural towns. Towards this end, this budget includes a Housing Coordinator position listed in the Economic Development Department. Since the City's infrastructure will both benefit and be impacted by additional housing, this budget proposes to finance \$17,000 from each of the enterprise funds; Water, Wastewater, Sanitation and Drainage.

There are no other position changes included in this proposed budget.

Funding Considerations

The overall mill levy presented in the 2009 budget is 49.908 which is a 1.462mill levy increase over 2008.

Salary Survey

The first phase of the Salary Survey that was completed by McGrath was implemented in 2008. The second phase is proposed to be implemented in 2009. The results of the increases from 2008 to 2009 are:

	<u>Salary</u> <u>Increase</u>	<u>Benefit</u> <u>Increase</u>	<u>Total</u>
General Fund	460,303	94,228	554,531
Sales Tax Fund	4,338	604	4,942
Convention and Visitors Fund	11,955	1,665	13,620
Special Streets Fund	8,846	1,232	10,078
Water Fund	25,546	3,558	29,104
Wastewater Fund	13,880	1,933	15,813
Sanitation Fund	24,490	3,805	28,295
Drainage Fund	805	112	917
Utilities Administration	14,465	2,015	16,480
Vehicle Maintenance	<u>2,375</u>	<u>330</u>	<u>2,705</u>
Totals	567,003	109,482	676,485

For a Total of Salary increase plus the benefits that effect the increase (retirement and social security) of \$676,485.

Street GO Bond Program

It is proposed to issue a small bond issue in 2008 of approximately \$1,200,000. This bond issue is the result of earlier discussions with the Commission regarding the 2008 street program. The addition of a major bond issue in 2007 resulted in higher payments beginning in 2009. I would suggest that as additional revenues come in the future, the City Commission look at a dedicated source of revenue for the improvement of Streets.

Library

The allocation budgeted for the Dodge City Public Library is \$844,195 for the general Library fund and \$224,697 for the Library Employee Benefit Fund for a total of \$1,068,892. The current mill levy cap for the Library is 5.2. A new mill levy cap will need to be approved by the City Commission.

Special Liability Fund

This funds the City's insurance premiums. This includes Liability, property, workmen's compensation, airport liability, and police liability.

Water and Wastewater Funds

The Water Fund budget reflects the operating costs for the distribution of water to the customers, payments of current bonds and some capital improvement projects.

The Wastewater Fund budget reflects the operating costs for the collection of the wastewater and taking that wastewater south of town to the wastewater treatment plant.

The bonds that are currently outstanding in the water fund is a GO Bond issue for improvements made in 1999. This fully matures in 2009. A GO Bond for improvements to the Wastewater System was also issued in 1999. This also pays out in 2009. A revenue bond was issued for the improvements to the current wastewater treatment plant that included water wells and pumps in that area. These improvements were made in partnership with National Beef because of their expansion. As a result, National Beef pays 50% of the total bond payments for this project. The Water fund is responsible for 30% of the remaining payment and the Wastewater Fund is responsible for 70% of the remaining payment.

Negotiations have begun for major improvements to both of these systems. The improvements are being made because of ongoing improvements to the current system as well as to accommodate the growth expected in the community because of the addition of a casino and special events center. These improvements will result in the issuance of bonds to fund these projects. We have been working with engineering consultants,

casino and special events center operators, financial advisors and bond counsels to secure the funding and to decide how best to structure this funding. At this time, there are no payments, nor any additional revenue included in this budget to fund these improvements. At the time more information is available, the budget will need to be amended.

Sales Tax Fund

The Sales Tax Fund funds the “Why Not Dodge” projects that were voted on in 1997. This budget is not yet complete as some of the budget information comes from the CFAB. The parts which are known (Athletic Field Maintenance) is included. The remainder is a work in progress

Special Revenue Funds

There are several other funds listed that are not mentioned in this summary. As previously stated, all of the funds are shown separately and each revenue and expenditure source is listed.

The City Commission has met several times in work session to consider and work on this budget. The 2009 budget as presented was published on August 8th in the Dodge City Daily Globe, notifying the public of the public hearing. The public hearing is scheduled at the beginning of the meeting and approval of the 2009 budget is on the agenda as New Business.

If you have any questions or wish additional information, please do not hesitate to contact Nannette Pogue.

CITY COMMISSION MINUTES
JOINT CITY/COUNTY SPECIAL MEETING

City Commission Chambers
Monday, July 28, 2008 4:00 p.m.
MEETING #4719

CALL TO ORDER

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

NEW BUSINESS

1. CFAB Appointments: Mayor Smoll moved to accept names and terms as drawn for appointment to the Community Facilities Advisory Board (CFAB): Lance Nichols - 1 year term, Pat Shrader - 2 year term, Ann Torrey - 3 year term, and Greg Starks - 3 year term, seconded by Commissioner Sherer. Motion carried on a vote of 5-0.
2. CFAB Recommendations: The City/County Commissions discussed and took action on the following CFAB recommendations:
 - a. Tourism Coordinator: Commissioner Sherer moved to approve a Tourism Coordinator position and a budget of up to \$100,000.00 for the position (salary, benefits, and incidental start-up costs) to be funded by the "Organizational Funding" in the Sales Tax Project Fund, Commissioner Sowers seconded the motion, motion carried by a vote of 4-1, with Commissioner Broeckelman voting nay.
 - b. Legends Bleacher Covers: Commissioner Sowers moved to approve a bid request not to exceed \$102,500.00 to replace the fabric shade covers with polycarbonate material, seconded by Commissioner Sherer. The motion carried on a unanimous vote. Commissioner Sowers moved to recommend that a similar screen be designed and implemented at Cavalier Field, seconded by Commissioner Sherer. Motion carried unanimously.
 - c. Windthorst Line of Credit: Commissioner Sherer moved to approve the Windthorst Heritage, Inc. Memorandum of Understanding, seconded by Commissioner Weber. The motion carried 4-1, Commissioner Broeckelman nay.
3. KDOT Projects: Discussion of joint resolution for KDOT project. Commissioner Sowers moved to approve City Resolution No. 2008-12 with an amendment to #2 changing the wording to "Gray County line to Edwards County line in Ford County", seconded by Weber. Motion carried unanimously.

4. Casino Presentations: Discussed casino presentations to be held on July 31st. Commissioner Sowers moved to have Ken Strobel, City Manager be the spokesman for the City of Dodge City in front of the Lottery Gaming Commission, seconded by Commissioner Sherer. Motion carried unanimously. The recommendation is to let the mutual endorsement for both applicants stand.

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

**CITY COMMISSION MINUTES
SPECIAL MEETING**

City Commission Chambers
Monday, August 4, 2008 5:00 p.m.
MEETING #4721

CALL TO ORDER

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

Commissioner Sowers moved to delete the Executive Session from the Agenda, seconded by Commissioner Sherer. The motion carried 3-0.

Commissioner Weber joined the meeting.

EXECUTIVE SESSION

1. DELETED--Discussion of Land Acquisitions

BUDGET WORK SESSION

1. Discussion and Review of Proposed 2009 City of Dodge City Budget

ADJOURNMENT: Commissioner Sherer motioned to adjourn the meeting, seconded by Commissioner Sowers. Motion carried 4-0.

CITY COMMISSION AGENDA

City Commission Chambers
Monday, August 4, 2008 7:00 p.m.
MEETING #4722

CALL TO ORDER

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

INVOCATION: Reverend Gib Botten, Christ the King Lutheran 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).

Mike Weber expressed displeasure for location of wastewater treatment plant.

Tim Volz expressed concern about location of wastewater treatment plant.

Hans Katzenmeier, First Southern Baptist Church, expressed concern about location of wastewater treatment plant and wants someone to visit with their committee about it. As citizen he wants to do everything he can to help make good choices.

Kirk Larson, Grace Community Church, expressed concern about location of wastewater treatment plant.

Barbara McAllister lives in Country Acres

See attached list for visitors that attended the City Commission meeting.

Clayton Carr, Coalition for the Youth of Dodge City, requested Ordinance for Liquor License violations.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, July 21, 2008
2. Approval of Joint City/County Meeting minutes, July 28, 2008
3. Approval of City Commission Work Session, July 28, 2008

4. Appropriation Ordinance No. 15, August 4, 2008
5. Change Order 1 for the decrease in the 2007 Asphalt Street Sealing Project in the amount of \$13,419.63.
6. Change Order 1 for the increase in the 2008 Asphalt Street Sealing Project in the amount of \$11,350.98
7. Approval of McGrath Consulting Contract

Commissioner Sowers moved to approve the Consent Calendar, seconded by Commissioner Sherer. Motion carried 4-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3456: An Ordinance Prohibiting Parking Along the West and East Curb Line of Sixth Avenue Between Frontview Road and Ross Boulevard, and Providing Penalties for the Violation of the Provisions of this Ordinance. Commissioner Weber moved to approve Ordinance No. 3456, seconded by Commissioner Sowers. Motion carried 4-0.

UNFINISHED BUSINESS

Approval of Quotations to Construct a Salt Shed. Commissioner Sherer moved to approve the recommendation to construct a Salt Shed with a bid of \$20,500 for Advantage Cover-All and city expenditure of \$11,113 for a total project cost of \$31,613, seconded by Commissioner Weber. Motion carried 4-0.

NEW BUSINESS

Approved additional test drilling services for Well 21 (Racetrack Water Right) from Layne Western in the amount of \$5,800 on a motion by Commissioner Sowers, seconded by Commissioner Sherer. Motion carried by a vote of 4-0

Approved additional test drilling services (Well 29) for Well 12 and Rost Water Right to Layne Western in the amount of \$11,080 on a motion by Commission Sherer, seconded by Commissioner Sowers. Motion carried 4-0.

Approved the contract between the City of Dodge City and Davis Preservation for the Downtown Historic Preservation Nomination in the amount of \$15,106.96 on a motion by Commissioner Sowers, seconded by Commissioner Sherer. Motion carried 4-0.

OTHER BUSINESS

Ken Strobel-Thanked City Staff, citizens of Dodge City, and businesses for their participation in Dodge City Days. Kansas Lottery and Gaming held a public meeting on July 31st at the Civic Center.

Commissioner Weber-Enjoyed participation in the "Pooper Scooper" float in the Dodge City Days parade.

Commissioner Sherer-Mikeal Thompson, Pro Bowl

Mayor Smoll-Call from Moran's office, public notice regarding appropriation of \$8.1 Police Training property. Thanked and commended Ken Strobel for his job as City Manager.

ADJOURNMENT: Commissioner Sowers moved to adjourn the meeting, seconded by Commissioner Sherer. Motion carried 4-0.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

Dodge City, For COUNTY, KANSAS,

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

or

THE BOARD OF COUNTY COMMISSIONERS OF For COUNTY, KANSAS.

GENTLEMEN—On behalf of the River Stop Canoco corporation whose principal place of business is Dodge petro Luem INC

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

1. The proposed licensee is RIVER STOP corporation with principal place of business at Dodge petro Luem INC
The resident agent is CITY OF Dodge City with offices at 705 South Ave

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

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

Nageeb ALHAJ

3. The premises for which the license is desired are located at 27 705 South 14th Ave
Dodge Ks 67801

(a) The legal description of the premises is RIVER STOP

(b) The street number is 705 South 14th Ave

(c) The building is described as concrete stone with GAS

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

4. The name and address of the owner or owners of the premises upon which the place of business is located is 3206 GARY AVE
Dodge Ks 67801

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

- (a) None of them has within the last two years from this date been convicted of
 - (1) A felony
 - (2) A crime involving moral turpitude
 - (3) Drunkenness
 - (4) Driving a motor vehicle while under the influence of intoxicating liquor
 - (5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
- (B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

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

Name Nageeb ALHAJ
Address 3206 GARY AVE
Residence Dodge Ks 67801
Length of residence within this city or county in which the application is being made Dodge City
Method of obtaining U.S. citizenship together with date of naturalization if such is the method _____
Date and place of birth _____

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

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

A license fee of \$ 75.00 is enclosed herewith.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

dodge city, Ford COUNTY, KANSAS,

TO THE GOVERNING BODY OF THE CITY OF dodge city, KANSAS,

or

THE BOARD OF COUNTY COMMISSIONERS OF Ford COUNTY, KANSAS.

GENTLEMEN—On behalf of the Speed Stop Conoco

corporation whose principal place of business is dodge petroleum - INC

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

1. The proposed licensee is Speed Stop

corporation with principal place of business at dodge

Petroleum INC

The resident agent is City of Dodge City

with offices at 705 South 14th Ave

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

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

Nageeb ALHAJ

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

2615 GARY AVE

Dodge - Kansas - 67801

(a) The legal description of the premises is Speed

Stop Conoco

(b) The street number is 2615 GARY AVE

(c) The building is described as Convince Store

with Gas Stations

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

Speed Stop Conoco

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

upon which the place of business is located is 3206

GARY AVE - Dodge City, Kansas

67801

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

(a) None of them has within the last two years from this date been convicted of

- (1) A felony
(2) A crime involving moral turpitude
(3) Drunkenness
(4) Driving a motor vehicle while under the influence of intoxicating liquor
(5) Violation of any state or federal intoxicating liquor law

If any of the above have been convicted of any of the above specified offenses, the details are set out hereinafter.

(b) No manager, officer or director or any stockholder owing in the aggregate more than 25% of the stock of the corporation has been an officer, manager or director, or a stockholder owning in the aggregate more than 25% of the stock of a corporation which:

- (A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or
(B) has been convicted of a violation of The Drinking Establishment Act or the Cereal Malt Beverage Laws of the State.

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

Name Nageeb ALHAJ

Address 3206 GARY AVE

Residence Dodge City, Kansas 67801

Length of residence within this city or county in which the application is being made _____

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

Date and place of birth _____

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

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

A license fee of \$ 75.00 is enclosed herewith.

**HENNESSY HALL
LEASE AGREEMENT**

This lease agreement is made and entered into by and between the City of Dodge City, Kansas a municipal corporation (LANDLORD), and Southwest Plains Regional Service Center, a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. LEASE PREMISES: The LANDLORD hereby leases to the TENANT part of that property known as Hennessy Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessy Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately two thousand seven hundred and ninety square feet (2,790). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises."

2. TERM: The term of this lease shall be for a period of one (1) year commencing June 15, 2008, and terminating June 14, 2009, subject, however, to earlier termination as set forth herein.

3. LEASE RENTAL: During the first year of this lease, the TENANT shall pay to the LANDLORD annual rental in the amount of sixteen thousand seven hundred and forty dollars (\$16,740.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of one thousand three hundred ninety-five dollars (\$1,395.00), commencing on the first day of July, 2008, for 1st months rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."

4. ADDITIONAL RENT: It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in

which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

(a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately one thousand (1,000) square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 2.6%.

(b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 2.6%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 1,000 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.

(c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1 of the following year, and on the first day of each month thereafter until the next rental adjustment.

(d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2008.

5. REPAIR AND MAINTENANCE: Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including

sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. SIGNAGE: The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.

7. JANITORIAL SERVICES: The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.

8. TAXES: The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. USE: The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.

10. TENANT RENOVATIONS: The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further

acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

- a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date
- b) **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

11. TENANT LIABILITY INSURANCE: The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by

reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

12. DESTRUCTION: In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.

13. UTILITIES: LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.

14. ASSIGNMENT BY TENANT: The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to

an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.

15. ASSIGNMENT BY LANDLORD: The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD's assignee.

16. RULES AND REGULATIONS: The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

17. NOTICES: Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 2nd Avenue, PO Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center USD 626, Box 1010, Sublette, KS 67877.

18. BINDER: This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in the day and year written below.

DATE

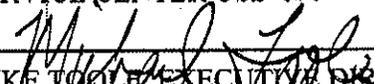
CITY OF DODGE CITY,
A MUNICIPAL CORPORATION

By: _____
E. KENT SMOLL, MAYOR

APPROVED: _____

NANNETTE POGUR, CITY CLERK

SOUTHWEST PLAINS REGIONAL
SERVICE CENTER USD 626

By: 
MIKE TOOLE, EXECUTIVE DIRECTOR

Commerce Bank

Municipal Resolution To Obtain Credit Card Account

The undersigned, Nannette Pogue the City Clerk of City of Dodge City, KS ("Municipality") a Kansas municipality, does hereby certify that the following resolutions were duly and regularly passed and adopted by the City Commissioners of this Municipality, at a meeting duly called, on the 18th day of August, 2008, and such resolutions are still in full force and effect and have not been amended or revoked.

RESOLVED, that any one of the following:

Nannette Pogue

Barb Slagle

Rita Stein

Jan Olomon

be and each hereby is authorized directed and empowered to establish credit card accounts "(Accounts") with the Commerce Bank, N.A. (Omaha, Ne.) (herein called "Commerce") and to execute all documents to effectuate this purpose which he/she may deem necessary and proper, including without limitation any application and agreement to open the Accounts.

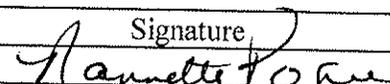
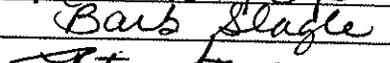
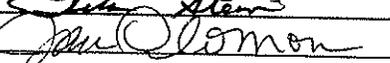
FURTHER RESOLVED, that any one of the foregoing named officers of this Municipality may from time to time request Commerce to issue bank cards to any person in connection with any of the Accounts.

FURTHER RESOLVED, that any one of the foregoing named officers of this Municipality may from time to time appoint an Administrator to assist Commerce in the administration of the credit card program as provided in the Commerce Bank Commercial Card Agreement.

FURTHER RESOLVED, Commerce is authorized to act upon these resolutions until written notice of revocation is delivered to Commerce, and that the authority hereby granted shall apply with equal force and effect to the successors in office of the officers named herein.

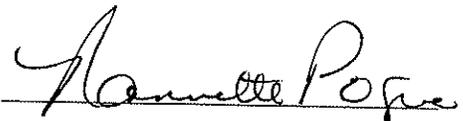
The undersigned further certifies that the specimen signatures appearing below are the signature of the officers authorized to sign for this corporation by authority of these resolutions.

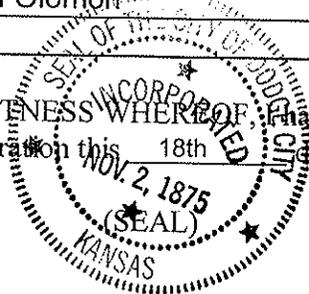
SPECIMEN SIGNATURES:

NAME (typed)	TITLE (typed)	Signature
Nannette Pogue	City Clerk	
Barb Slagle	Office Manager	
Rita Stein	Account Clerk II	
Jan Olomon	Account Clerk I	

IN WITNESS WHEREOF, I have hereunto set my hand as City Clerk and affixed the corporate seal of this Corporation on this 18th day of August, 2008

CITY CLERK:





City of Dodge City

Memorandum

August 11, 2008

TO: Ken Strobel, City Manager

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

RE: Ranchwood / Happy Homes II SS 0204
Addition Sanitary Sewer

Attached for your review and consideration by the Commission is a resolution accepting the sanitary sewer lines, force main, and lift station in the Ranchwood Estates and Happy Homes II additions. This formally adds the improvements in these subdivisions to our utility system.

The Engineering Department has accepted these improvements and this resolution will officially accept these public improvements. Attached is a certification of Public Improvements, which I have signed, authorizing that the improvements were in reasonable conformity to the plans and specifications. I would recommend approval of this resolution as submitted.

If you should have any questions or comments, please let me know.

JF/mjr

RESOLUTION NO. 2008-13

A RESOLUTION ACCEPTING THE SEWER LINES, FORCE MAIN, AND LIFT STATION IN THE RANCHWOOD ESTATES AND HAPPY HOMES II ADDITION

WHEREAS, both of the mobile home parks were not connected to the City sewer service and a letter of warning by KDHE was issued concerning the failure of the private sewer service; and

WHEREAS, the City obtained a CDBG grant to fund a portion of the cost to extend city services to the two subdivisions; and

WHEREAS, the City Engineer's office has approved plans and specification for the construction of sewer lines, force main, and lift station in the Ranchwood Estates and Happy Homes II Additions; and

WHEREAS, all improvement were completed on June 30, 2008 and accepted on July 11, 2008; and

WHEREAS, the City Commission of the City of Dodge City, Kansas is in receipt of a certification from the Director of Engineering that said construction has been found to be in reasonable conformance with engineering plans and specifications approved by the City of Dodge City and recommended that these improvements be accepted by the City and added to its utility system.

NOW THEREFORE, BE IT RESOLVED BY THE ENGINEERING BODY OF THE CITY OF DODGE CITY that the sanitary sewer lines, force main, and lift station in the Ranchwood Estates and Happy Homes II Addition are hereby accepted by the City of Dodge City and added to its utility system.

PASSED BY THE GOVERNING BODY OF THE CITY OF DODGE CITY THIS 18th DAY OF August, 2008

E. Kent Smoll, Mayor

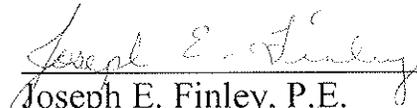
ATTEST:

Nannette Pogue, City Clerk

**CERTIFICATION OF PUBLIC
IMPROVEMENTS FOR THE CITY OF DODGE**

**SEWER LINES, FORCE MAIN, AND LIFT STATION
IMPROVEMENTS FOR RANCHWOOD ESTATES AND
HAPPY HOMES II MOBILE HOME PARKS**

I, Joseph E Finley, being a licensed Engineer and Director of Engineering Services, hereby certify that the construction of the sewer lines, force main, and LIFT STATION in the Ranchwood Estates and Happy Homes II Mobile Home Parks were inspected by the City Engineer's office and found to be in reasonable conformity to the Engineering plans and specifications approved by the City of Dodge City, and said improvements should therefore be accepted by the City and added to the utility system. These improvements were completed on June 2008 and accepted on July 11, 2008.



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

August 14, 2008

MEMO

TO: Cherise Tieben, Assistant City Manager

FROM: Nannette Pogue, Finance Director/City Clerk 

SUBJECT: Final Costs for Sewer Extension Project for Happy Homes II and Ranchwood Estates

At the beginning of the Meeting on Monday night, there is an agenda item that is a Public Hearing regarding a CDBG Grant that was granted for the Sewer Extension Project for Happy Homes II and Ranchwood Estates. In October of 2005, the City Commission passed a Resolution finding it necessary to extend Sewer to these two locations in the East part of Dodge City. The project was to be paid approximately 50% by a CDBG grant, 30% by the development area and 20% by the City at Large. The portion to be paid by the development area will be paid back to the City through Special Assessments. In order to accomplish the special assessment process, it is necessary to accept the final costs of the project, set the assessment amounts to the properties, set a public hearing for the next City Commission meeting which is September 2, 2008 and direct the City Clerk to send notices to the property owners notifying them of the public hearing and the amount of the assessments.

The two owners of the properties which this project serves petitioned this work to be done. While one of the properties has changed ownership since the project began in 2005, we have worked with all of the owners to complete this project.

Attached you will find Exhibit A which outlines the final cost of the project, Exhibit B which is the Assessment Roll Certification, Exhibit C which is the notice of public hearing which will be published in the Dodge City Daily Globe and Exhibit D which is the notice to be sent to the property owners.

The project has been successfully completed and I would recommend that the City commission approve these documents and set a public hearing for September 2, to hear any comments regarding the special assessments.

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

Exhibit A

City of Dodge City
Sanitary Sewer Improvements
Happy Homes II and Ranchwood Estates
Final Costs

<u>Total</u>	<u>CDBG Grant</u>	<u>City at Large</u>	<u>Development</u>
351,442.52	175,650.00	70,753.52	105,039

Happy Homes II 37,814
(2945 E. Tail, Happy Homes II Addition – Tract 12, and the West 3.56 acres of Tract 14, Wilkinson Place Subdivision No. 1, located in Section 32, Township 26 South, Range 24 West, with exceptions)

Ranchwood Estates 67,225
(2905 E. Trail, Ranchwood Estates, Addition to the City of Dodge City, Blocks 10 and 11, Wilkinson Addition located in Section 32, Township 26, Range 24, West of the 6th P.M.)

Exhibit B

ASSESSMENT ROLL CERTIFICATION

The undersigned having been designated by the City of Dodge City, Kansas (the "City"), to determine the amounts of the respective assessments and to prepare the proposed Assessment Roll therefore in connection with certain internal improvements heretofore authorized by the City Commission, hereby reports that each and all of said respective assessments have been determined to be as shown on the Schedules attached.

Dated: August 18, 2008

CITY OF DODGE CITY

By _____

Happy Homes II

Total Assessment - \$37,814

10 Year Special Assessment per year - \$4,662.12

Ranchwood Estates

Total Assessment - \$67,225

10 Year Special Assessment per year - \$8,288.23

EXHIBIT C

NOTICE OF PUBLIC HEARING

TO: RESIDENTS OF THE CITY OF DODGE CITY, KANSAS

You and each of you are hereby notified that the City Commission of the City of Dodge City, Kansas will meet for the purpose of holding a public hearing, as provided by K.S.A. 12-6a01 et seq., at City Hall, 806 Second Avenue in the City, on September 2, 2008, at 7:00 P.M. Said public hearing is for the purpose of hearing any and all oral or written objections to proposed assessments in connection with the following described improvements:

Sanitary Sewer improvements to 2945 E Trail, Happy Homes II Addition to the City of Dodge City and 2905 E. Trail, Ranchwood Estates Addition to the City of Dodge City.

Cost of Improvements:

\$351,442.52

29.89 % to be assessed against the Improvement District, 20.13% to be paid by the City-at-large and 19.98% paid by a Community Development Block Grant.

An assessment roll prepared in accordance with Resolution No. 2005-25 approved by the City Commission is on file in the Office of the City Clerk and may be examined by any interested party. At the conclusion of the public hearing, the City Commission will consider an Ordinance levying such special assessments.

Dated: August 18, 2008

/s/ Nannette Pogue, City Clerk

Sewer Extension - Happy Homes II and Ranchwood Estates
 Total Costs: \$105,039
 Interest Rate: 4%

Legal Description	Owner	Amount	2009			2010			2011					
			Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal
Happy Homes II - 2945 E. Trail Tract 12, and the West 3.56 acres of Tract 14, Wilkinson Place Subdivision No. 1, located in Section 32, Township 26 South Range 24 West, with exceptions	Randall Tuxhorn	37,814.00	4,662.12	1,512.56	3,149.56	34,664.44	4,662.12	1,386.58	3,275.54	31,388.90	4,662.12	1,255.56	3,406.56	27,982.33
Ranchwood Estates - 2905 E. Trail Blocks 10 and 11, Wilkinson Addition located in Section 32, township 26, Range 24, West of the 6th PM	Mike and Marsha Weber	67,225.00	8,288.23	2,689.00	5,599.23	61,625.77	8,288.23	2,465.03	5,823.20	55,802.57	8,288.23	2,232.10	6,056.13	49,746.44

Legal Description	Owner	Amount	2012			2013			2014					
			Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal
Happy Homes II - 2945 E. Trail Ranchwood Estates - 2905 E. Trail	Randall Tuxhorn Mike and Marsha Weber		4,662.12	1,119.29	3,542.83	24,439.51	4,662.12	977.58	3,684.54	20,754.97	4,662.12	830.20	3,831.92	16,923.05
			8,288.23	1,989.86	6,298.37	43,448.07	8,288.23	1,737.92	6,550.31	36,897.76	8,288.23	1,475.91	6,812.32	30,085.44

Legal Description	Owner	Amount	2015			2016			2017					
			Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal	Pmt	Int	Prin	Bal
Happy Homes II - 2945 E. Trail Ranchwood Estates - 2905 E. Trail	Randall Tuxhorn Mike and Marsha Weber		4,662.12	676.82	3,985.20	12,987.85	4,662.12	517.51	4,144.61	8,793.24	4,662.12	351.73	4,310.39	4,482.86
			8,288.23	1,203.42	7,084.81	23,000.63	8,288.23	920.03	7,368.20	15,632.43	8,288.23	625.30	7,662.93	7,969.50

Legal Description	Owner	Amount	2018			
			Pmt	Int	Prin	Bal
Happy Homes II - 2945 E. Trail Ranchwood Estates - 2905 E. Trail	Randall Tuxhorn Mike and Marsha Weber		4,662.12	179.31	4,482.81	0.05
			8,288.23	318.78	7,969.45	0.04

Memorandum

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

From: Mike Klein, Superintendent of Public Works

Date: Wednesday, August 13, 2008

*Subject: Tractor Bids
2008 Budget Fund and Amount
MERF \$55,000*

Two bids were received and opened on August 12, 2008 for a Tractor to be utilized by Park Maintenance Division. The new unit will be utilized for maintenance activities and mowing the river bottom. At the current time the Park Department uses a 1988 Ford 6610 tractor. The 1988 tractor will be utilized as a trade in on the purchase of the new unit.

The bids received are as follows:

**Unruh Foster
Dodge City, KS.**

John Deere 7230	\$ 55,554.84
Les Trade In	\$ 4,500.00
Total Bid	\$ 51,054.84

**Kan Equip, Inc.
Dodge City, KS.**

Maxxum 125	\$ 86,000.00
Less Trade In	\$ 33,000.00
Total Bid	\$ 53,000.00

Based on the bids, staff recommends accepting the bid from Unruh Foster of Dodge City for a total bid of \$ 51,054.84 for a John Deere 7230. This is \$ 3,945.16 under budget.

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

Memorandum

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

From: Mike Klein, Supt. of Public Works

Date: Wednesday, August 13, 2008

*Subject: Bids: Utility Vehicles
2008 Budget Fund & Amount
MERF \$ 43,000.00*

Two bids were received and opened on August 12, 2008 for three utility vehicles, bobcat backhoe, bucket loader and snow plow for one of the utility vehicle. The utility vehicles will be utilized by the Park, Cemetery and AFM divisions. The backhoe and bucket loader will be utilized by the Park Department and snow plow by the Cemetery. The trade in units are a 1999 John Deere Gator and 2002 Pioneer Bobcat Club Car.

The bids received are as follows:

White-Star Machinery, Garden City, KS

Backhoe Bobcat 8811		\$ 8,097.00
Bucket Loader 72"		\$ 2,857.00
Snow Plow 62"		\$ 1,758.78
3 Utility Vehicles Bobcat 2200D	\$ 9,738.33 ea.	\$ 29,214.99
	Less Trade In	\$ 6,000.00
	Total Bid	\$ 35,927.77

Price Brothers, Wichita, KS

Backhoe Bradco 611		\$ 9,650.00
Bucket Loader FFC 72"		\$ 3,550.00
Snow Plow 60"		\$ 2,750.00
3 Utility Vehicles Kubota	\$ 10,950.00 ea.	\$ 32,850.00
	Less Trade In	\$ 1,500.00
	Total Bid	\$ 47,300.00

Based on the bids received, Staff would recommend purchasing the three utility vehicles; backhoe, bucket loader and snow plow from White Star of Garden City for a total bid of \$ 35,927.77. This bid is \$ 7,072.23.00 under budget.

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

Memorandum

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

From: Mike Klein, Supt. of Public Works

Date: Thursday, August 14, 2008

*Subject: Hand held and mobile radio bids
2008 Budget Fund & Amount
MERF \$ 64,000.00*

Two bids were received and opened on August 12, 2008 for 8 HT 1250 hand held radios and 20 PM 1500 mobile radios. This equipment will be utilized by the Dodge City Police Department. The HT 1250 will be utilized by the Detective Bureau for under cover operations with scramble capabilities and the mobile units will be replacing the ten year old mobile units.

Bid Package:

Eight (8) Motorola HT 1250 VHF, Limited Keypad Display, 128 Channel Portable, Priority scan,
Eight (8) Belt Clips
Eight (8) Motorola QA00060 Impres Battery
Eight (8) Extra batteries
One (1) Bank Charger for HT 1250 batteries
Eight (8) Motorola QA00061 Impres Charger
Eight (8) Motorola QA00533 Remote Lapel Speaker Mic
Eight (8) Transcript Scramblers for HT 1250 Series Portables
Eight (8) Factory Installations of Scramblers in HT1250 Portables
Twenty (20) Motorola PM1500, VHF 255 Channel 110 Watt Mobile
Twenty (20) Transcript Scramblers for PM1500 Mobile
Twenty (20) Factory Installations of Scramblers in PM1500 Mobile

The bids received are as follows:

- | | |
|--|---------------------|
| 1. Mobile Radio Service, Inc., Great Bend, KS | \$ 49,567.00 |
| 2. G & G Electronics, Guymon, OK | \$ 55,000.00 |

Based on the bids received, staff would recommend the purchase of the hand held and mobile radios from **Mobile Radio Service, Inc. of Great Bend, KS for a total bid of \$49,567.00**. This is \$ 14,433.00 under the budgeted amount.

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

REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT made and entered into this _____ day of August, 2008, by and between Marilyn S. Rebein, Terry Kim Goodnight and Elizabeth Ann Goodnight, hereinafter referred to as "Sellers", and CITY OF DODGE CITY, KANSAS, hereinafter referred to as "Buyer", and shall be binding on the respective parties.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. LEGAL DESCRIPTION: The Sellers do hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property situated in FORD County, Kansas, to-wit:

THE WEST HALF (W/2) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-FIVE (25) WEST OF THE 6TH P.M. INCLUDING A TRACT OF LAND IN THE SOUTHWEST QUARTER (SW/4) OF SECTION ELEVEN (11), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-FIVE (25) WEST OF THE 6TH P.M., AND SPECIFICALLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE 6TH P.M., FORD COUNTY, KANSAS; THENCE EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST QUARTER OF SECTION 11 FOR 685.25 FEET TO A POINT OF THE BEGINNING; THENCE CONTINUING EAST ALONG THE SOUTH BOUNDARY LINE OF THE SOUTHWEST QUARTER OF SECTION 11 FOR 801.46 FEET; THENCE NORTH 03 DEGREES 25 MINUTES 50 SECONDS WEST FOR 639.43 FEET; THENCE SOUTH 88 DEGREES 33 MINUTES 20 SECONDS WEST FOR 306.15 FEET; THENCE SOUTH 36 DEGREES 30 INUTES 40 SECONDS WEST FOR 340 FEET; THENCE SOUTH 51 DEGREES 25 MINUTES 20 SECONDS WEST FOR 204.9 FEET; THENCE SOUTH 24 DEGREES 49 MINUTES 30 SECONDS WEST FOR 225.4 FEET; THENCE SOUTH 0 DEGREES 00 MINUTES FOR 25 FEET TO THE POINT OF BEGINNING, CONTAINING 7.93 ACRES MORE OR LESS, EXCLUSIVE OF PUBLIC ROAD RIGHT-OF-WAY. THE SOUTH 25 FEET OF THE ABOVE DESCRIBED TRACT IS SUBJECT TO USE BY THE PUBLIC FOR PUBLIC ROAD PURPOSES.

2. SELLING PRICE: The Buyer hereby agrees to purchase, and to pay to the Sellers, as consideration for the conveyance to Buyer of the above described real property and all attendant rights, including but not limited to all structures, improvements, minerals, water rights, pumps, wells, irrigation equipment and all other fixtures whatsoever, the sum of **ONE MILLION FIVE HUNDRED FIFTY THOUSAND DOLLARS (\$1,550,000.00)**, in the manner following, to-wit: **FIFTY THOUSAND DOLLARS (\$50,000.00) PAID TO HIGH PLAINS LAND AND TITLE, ESCROW AGENT, AS EARNEST MONEY ON THE EXECUTION OF THIS CONTRACT, AND THE BALANCE OF ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000.00) IN THE FORM OF CERTIFIED FUNDS SHALL BE PAID TO HIGH PLAINS LAND & TITLE, ESCROW AGENT, ON THE CLOSING DATE.**

3. TITLE EVIDENCE: The Sellers shall cause to be furnished to Buyer within 30 days of Sellers' signing of this Contract, a title insurance company's title binder covering the above property, and after closing, an owner's title insurance policy in an amount equal to the full purchase price naming Buyer as the insured. The title binder shall show marketable title vested in Sellers, subject to: Encroachments which would be disclosed by a survey, rights-of-way of record, easements, restrictions and protective covenants of record, provided no forfeiture provisions are contained therein; special assessments, zoning laws, ordinances and regulations; liens, if any, described therein; and those exceptions which are standard to American Land Title Association's Form B or as specified herein. **The Sellers and Buyer shall each pay 1/2 of the cost of**

the owner's title policy. Sellers shall be responsible to use due diligence to resolve any title defects at the Sellers' expense subject to the foregoing exceptions. Should the Sellers be unable to furnish marketable title subject to the foregoing exceptions, the Buyer may, at Buyer's option, waive such defect or terminate this Contract. If the Buyer elects to terminate, then the earnest money shall be refunded promptly to the Buyer, and all parties shall be released from any further liability hereunder. Title evidence shall be provided by High Plains Land & Title, Dodge City, Kansas.

4. MINERAL INTERESTS AND WATER RIGHTS: All of the Sellers' mineral interests and water rights shall transfer to the Buyer on the closing date. Sellers agree that between the date of execution and the date of closing that they will refrain from any action that would in any way negatively impact, impair and/or diminish the quantity or quality of said mineral interests and water rights.

5. CURRENT USE OF THE PROPERTY: Land is currently being used for agricultural purposes, as well as a single family residence on a portion of the real estate.

6. SURVEY: If a survey of the property being sold under this contract is required, the Buyer shall pay the cost of such survey.

7. DEED AND DOCUMENTS FOR CLOSING: Sellers will provide and sign a warranty deed for closing, which will be subject only to easements, restrictions and reservations of record. Upon signing of this Contract by Sellers, Sellers shall deliver the deed to the escrow agent to be held by the escrow agent until the payments described herein have been paid in full. High Plains Land and Title, escrow agent shall prepare closing statements and is authorized to handle the closing. Escrow fees of \$150.00 shall be paid 1/2 by the Sellers and 1/2 by the Buyer.

8. EARNEST MONEY: Upon signing of this Agreement by Buyer, the Buyer shall deposit with High Plains Land and Title, escrow agent, earnest money in the form of a CHECK and in the amount of \$50,000.00, as a security that the terms and conditions of this Contract shall be fulfilled by the Buyer. Said earnest money shall be applied to the purchase price at closing. In the event this contract fails to close for any reason other than Sellers' failure to provide marketable title as provided in paragraph 3 above, or Sellers' failure to provide acceptable water quality as provided in paragraph 11 below, in which case the earnest money shall be returned to Buyer, the earnest money shall be disbursed according to an agreement signed by both parties. In addition to forfeiture of earnest money to Sellers or return of earnest money to Buyer, Buyer and Sellers shall both have the option of enforcing specific performance of this Contract or any other remedy allowed by law or equity. Pursuant to Kansas Statute 58-3061 (g), the broker or escrow agent can only disburse earnest money 1) pursuant to written authorization of buyer and seller, 2) pursuant to a court order; or 3) when a transaction is closed according to the agreement of the parties. If a dispute arises over disposition of funds or documents deposited with the escrow agent, Sellers and Buyer agree that any attorney's fees, court costs and/or other legal expenses incurred by the escrow agent and any broker in connection with such dispute shall be reimbursed from the earnest money or other funds deposited with the escrow agent. Interest earned on the escrow fund, if any, shall be retained by the escrow agent as consideration for maintaining said escrow account.

9. TAXES: All taxes for the year 2007 and all prior years shall be paid by the Sellers. Taxes for 2008 shall be prorated to the closing date. Periodic reappraisal, required by law, may result in a change in taxes.

10. CONDITION OF PROPERTY: The Sellers further agree to convey the above described premises and rights and deliver possession of the premises in the same condition as they now are, reasonable wear and tear accepted. The Sellers represent that, to the best of their knowledge, there are no environmentally hazardous conditions existing on the property, however, if any environmentally hazardous conditions are found to exist on the property prior to closing, the Buyer shall have the option to proceed with this contract or to declare this contract null and void, receive a refund of the earnest money and release the

Sellers from further liability. The Buyer or the Buyer's agent has carefully examined the premises and in making the decision to buy the property, the Buyer is relying wholly and completely upon Buyer's own judgement and the judgement of any appraisers and/or inspectors and agents the Buyer may have selected. Buyer agrees that the purchase price was negotiated after consideration of all defects in the property of which the Buyer was aware or reasonably should have been aware. There may be bindweed on the property.

11. CONTINGENT ON WATER QUALITY INSPECTION: The closing of this contract is contingent upon Buyer obtaining a satisfactory water well test report from a qualified professional regarding water quantity and water quality on the real estate within thirty (30) days of the date of this contract. The inspection and expense of said inspection shall be the sole responsibility and at the sole expense of the Buyer.

12. CLOSING AND POSSESSION: The parties agree that time is of the essence and the parties agree to make final settlement no earlier than October 1, 2008 and no later than December 31, 2008, unless extended by written agreement of the parties.

13. 2009 CROP PAYMENT: The Buyer will pay to Sellers the sum of Twenty Thousand Dollars as consideration for Sellers waiver of all claims related to any existing or claimed farm leases covering the property described in Paragraph 1 of this Agreement. However, sellers will retain the existing milo crop for harvest in 2008 at their expense and will be entitled to receive all 2008 government payments, if any. Further, in consideration of this payment, Sellers agree to spray the subject property to control weeds and other vegetation during the 2008 growing season, at Sellers' expense.

14. RESIDENTIAL DWELLING: The real estate described herein shall include the Residential Dwelling and existing storage shed and outbuildings, along with all fixtures and improvements, including, but not limited to, gas heaters, attic-fan, and/or ceiling fans, central air-conditioning, all window air-conditioning unit(s), lighting, heating and plumbing equipment and fixtures, attached fireplace screens and doors, bathroom mirrors and attached mirrors, window and porch shaded shutters, storm windows and doors, screens, all window and door coverings now in place, attached curtain and drapery rods, awnings, television antenna and antenna equipment, keys, water softener (if owned), attached outside cooking units, gas lights, automatic garage door equipment including remote transmitter(s) attached and unattached wall-to-wall carpeting, built-in kitchen appliances, shelves, fire, smoke and burglary detection systems (if owned), mail boxes, installed water well pumps, all flowers, trees and shrubs, and anything else buried, nailed bolted, screwed, glued or otherwise permanently affixed to the premises.

15. MAINTENANCE AND INSURANCE OF RESIDENTIAL DWELLING: The Buyer will have no responsibility for any maintenance and/or repairs of the Residential Dwelling and storage shed during such time that said Residential Dwelling remains in the possession of the Sellers. Sellers agree to maintain in force until the closing of this contract, all casualty insurance now in effect on the Residential Dwelling and improvements. In the event of an insured loss prior to closing the insurance proceeds shall pass to the Buyer at closing. Further, responsibility for all utilities at the Residential Dwelling and storage shed shall remain the responsibility of the Sellers until-closing date.

16. AGENCY DISCLOSURE: Sellers and Buyer acknowledge that the real estate licensee involved in this transaction is functioning as agent of the Buyer. Licensees functioning as an agent of the Buyer have a duty to represent the Buyer's interest and will not be an agent of the Sellers. INFORMATION GIVEN BY THE SELLERS TO AN AGENT FOR THE BUYER WILL BE DISCLOSED TO THE BUYER. SELLERS AND BUYER ACKNOWLEDGE THAT THE REAL ESTATE BROKERAGE RELATIONSHIPS BROCHURES HAVE BEEN FURNISHED TO THEM.

17. REPRESENTATIONS AND RECOMMENDATIONS: It is hereby agreed and acknowledged by the

parties hereto that unless otherwise stated in this contract. Any information furnished to either party in any property condition report should be independently verified by that party before that party relies on such information. Any representations made herein have been made by the listing/selling broker based on information supplied by sources believed to be reliable, and the broker has not assumed any responsibility, directly or indirectly, with respect to any representation or warranties which have been made. Since the selling/listing broker is acting as broker only, he shall, under no circumstances, be held liable to either the Seller or Buyer for performance or lack of performance of any other terms or conditions of this Contract, or for damages arising out of or relating to the contents of this Contract or the performance or non-performance of either of the parties to this Contract. Buyer and Sellers agree that broker does not have any expertise in evaluating the environmental condition of the property described in paragraph 1, and that the broker has made no representation concerning environmental condition except as may be noted in this contract. Buyer or Sellers may retain an environmental inspection firm to inspect the property. **Again, it is emphasized that if the parties hereto feel representations have been made, they must set forth specifically and in writing in this contract, if said understood or implied representations are to be effective or enforceable.**

18. LIENS: Sellers represent and warrant that there are no unpaid (whether recorded or not) mortgages, conditional sales contracts, financing statements, or security agreements affecting any fixture, portion of the premises, water rights or item of personal property covered by the Contract. Any existing liens upon the premises that the Sellers are required to remove under this Contract shall be paid and discharged from the sale proceeds by the Escrow Agent at the time of closing.

19. FARM SERVICE AGENCY DATA: Base Acreage will transfer to the Buyer after the closing date, according to procedures established by the Ford County FSA Office.

20. IRRIGATION WELL AND WATER RIGHTS: There is one (1) irrigation well on the property that has been operated under water right file #20,236 and #25,753 certified for 280 acre feet and 490 gpm for use on three hundred twelve (312) acres, issued by the Kansas Department of Agriculture, Division of Water Resources. Sellers make no warranty as to quality or quantity of water available from the existing well. All irrigation equipment shall pass to Buyer, including but not limited to two (2) center pivot irrigation systems, underground water and natural gas pipelines, irrigation pump, gear head, irrigation engine and all related irrigation equipment. All water rights will transfer to the Buyer on the date of closing. Seller and Buyer agree to cooperate to properly transfer ownership of the water rights at the Division of Water Resources after the closing date and Sellers warrant that said water rights are certified and in good standing with the Division.

21. AGREEMENT APPROVAL: This Contract constitutes the entire agreement between the parties and supersedes any previously executed contracts, representations, verbal or written, to buy and/or sell the property. Neither this Contract, nor any interest herein, shall be transferred or assigned by Buyer without the prior written consent of Sellers.

BUYER: CITY OF DODGE CITY, KS

SELLERS, THEIR SUCCESSORS AND ASSIGNS:

BY: _____
E. KENT SMOLL, MAYOR

BY: _____
TERRY KIM GOODNIGHT

BY: _____
ELIZABETH ANN GOODNIGHT

BY: _____
MARILYN S. REBEIN

806 SECOND AVENUE
DODGE CITY, KS 67801
BUYER'S MAILING ADDRESS

11028 IRON ROAD
DODGE CITY, KS 67801
SELLERS' MAILING ADDRESS

620-225-8100
BUYER'S TELEPHONE #

620-225-0399
SELLERS' TELEPHONE #

Approved this _____ day of
August, 2008.

Approved this _____ day of August, 2008.

ATTEST:

NANNETTE POGUE, CITY CLERK

**THIS IS A LEGALLY BINDING CONTRACT, IF NOT UNDERSTOOD, PLEASE SEEK LEGAL
ADVICE PRIOR TO SIGNING.**