

CITY COMMISSION WORK SESSION AGENDA

City Commission Chambers
Monday, December 1, 2008 5:00 p.m.
MEETING #4735

CALL TO ORDER

ROLL CALL

NEW BUSINESS: Discussion of Strategic Plan

ADJOURNMENT

CITY COMMISSION AGENDA

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

CALL TO ORDER

ROLL CALL

INVOCATION: Reverend Adelia Hooley, United Methodist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

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

City Character Trait: Generosity

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, November 17, 2008
2. Appropriation Ordinance No. 23, December 1, 2008
3. Cereal Malt Beverage License
 - a. Knights of Columbus Hall, 800 W Frontview, Dodge City
4. Approval of N. 14th Avenue Widening Change Order
5. Approval of 3rd Avenue Sidewalk Reconstruction Change Order
6. Approval of Construction Services for Airport Road with Burns & McDonald
7. Approval of Testing Services with Terracon for Airport Road

ORDINANCES & RESOLUTIONS

Ordinance No. 3467: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2008-A, of the City of Dodge City, Kansas; Providing

for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on Said Bonds as They Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith, and Making Certain Covenants with Respect Thereto

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

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

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

UNFINISHED BUSINESS

NEW BUSINESS

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

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

OTHER BUSINESS

ADJOURNMENT



Memorandum

November 24, 2008

TO: Ken Strobel, City Manager

FROM: Ray Slattery, P.E.

RE: Kansas Department of Transportation
Federal Aid 5-Year Street Plan

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

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

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

The plan submitted is as follows:

KDOT 5-Yr Project Plan
Construction Dollars Only

PROJECT	LOCATION/ DESCRIPTION	LENGTH (Miles)	ESTIMATED CONST. COST (\$1000)	FEDERAL FUNDS (\$1000)	CITY FUNDS (\$1000)	PREVIOUS YEAR'S PRIORITY	CURRENT YEAR'S PRIORITY
Comanche St.	14th Avenue to US-50	1.20	\$5,140	\$4,110	\$1,030	3	1
Trail St.	2nd Ave. to 14th Ave.	0.74	\$2,990	\$2,390	\$600	7	2
Comanche St.	Fairway Dr. to Avenue P	0.72	\$2,910	\$2,330	\$580	4	3
Trail St.***	2nd Ave. to US-400/US-56	2.25	\$8,400	\$6,720	\$1,680	6	4
Avenue A	US-50 to Iron Rd.	1.00	\$5,530	\$4,420	\$1,110	5	5
Central Ave.	Wyatt Earp Blvd. to Comanche St.	0.90	\$5,050	\$4,040	\$1,010	N/A	6
McArtor Rd.	2nd Ave. to W. City Limits	1.16	\$4,980	\$3,980	\$1,000	8	7
TOTALS			\$35,000,000	\$27,990,000	\$7,010,000		

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

I recommend approval of the KDOT 5-Year Plan project listing as shown. If you have any questions or comments concerning the above, please let me know.

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, With Map

City Dodge City

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for County under an agreement dated , or,

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

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

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

BE IT RESOLVED: That the Secretary is hereby requested to program, for construction, that portion of road / street which is functionally classified as a Minor Arterial on Route Number Comanche St. located: from 14th Ave. to US-50

Total Project Length (Km) 1.20 (Mi) Est. Let Date 10-09

ESTIMATED costs of such improvements are as follows:

Table with 2 columns: Description and Amount. Rows include Grading / Culverts / Storm Sewer (\$2,910,000), Surfacing (Type) Concrete (\$1,900,000), Bridges (Number) 2 (\$300,000), Seeding (\$30,000), Other, and ESTIMATED Total for Project (\$5,140,000).

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

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

Day 1st Month December Year 2008 , at Dodge City , Kansas.

Recommended for Approval: APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

REQUEST FOR CONSTRUCTION PROJECT

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

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

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

Environmental Concerns: Parks No Wetlands No Other No

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

Existing Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness					
(M) 60.00	Asphalt	(M) 24.00	Fair to Poor	6"	No	No			
(Ft)		(Ft)							
Proposed Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi					
(M) 60.00	Concrete	(M) 36.00	Contractor	8"	Yes	Yes			
(Ft)		(Ft)							
Existing Bridges:					Safe Load	Suff. Rating	Rating Year	Posted	
NBIP Structure Number	Structure Type	Over-all Length		Clear Roadway					
	RCB	28.00	2.00						
		(M) (Ft)	(M) (Ft)						
	RCB	28.00	2.00						
		(M) (Ft)	(M) (Ft)						
Proposed New Bridges:									
Structure Type		Over-all Length		Clear Roadway					
RCB		66.00	12.50						
		(M) (Ft)	(M) (Ft)						
RCB		66.00	12.50						
		(M) (Ft)	(M) (Ft)						
Railroad Crossings:			No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection
Company Name									

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

REQUEST FOR CONSTRUCTION PROJECT

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

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

Preliminary Engineering (PE)

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

Rights of Way (R/W)

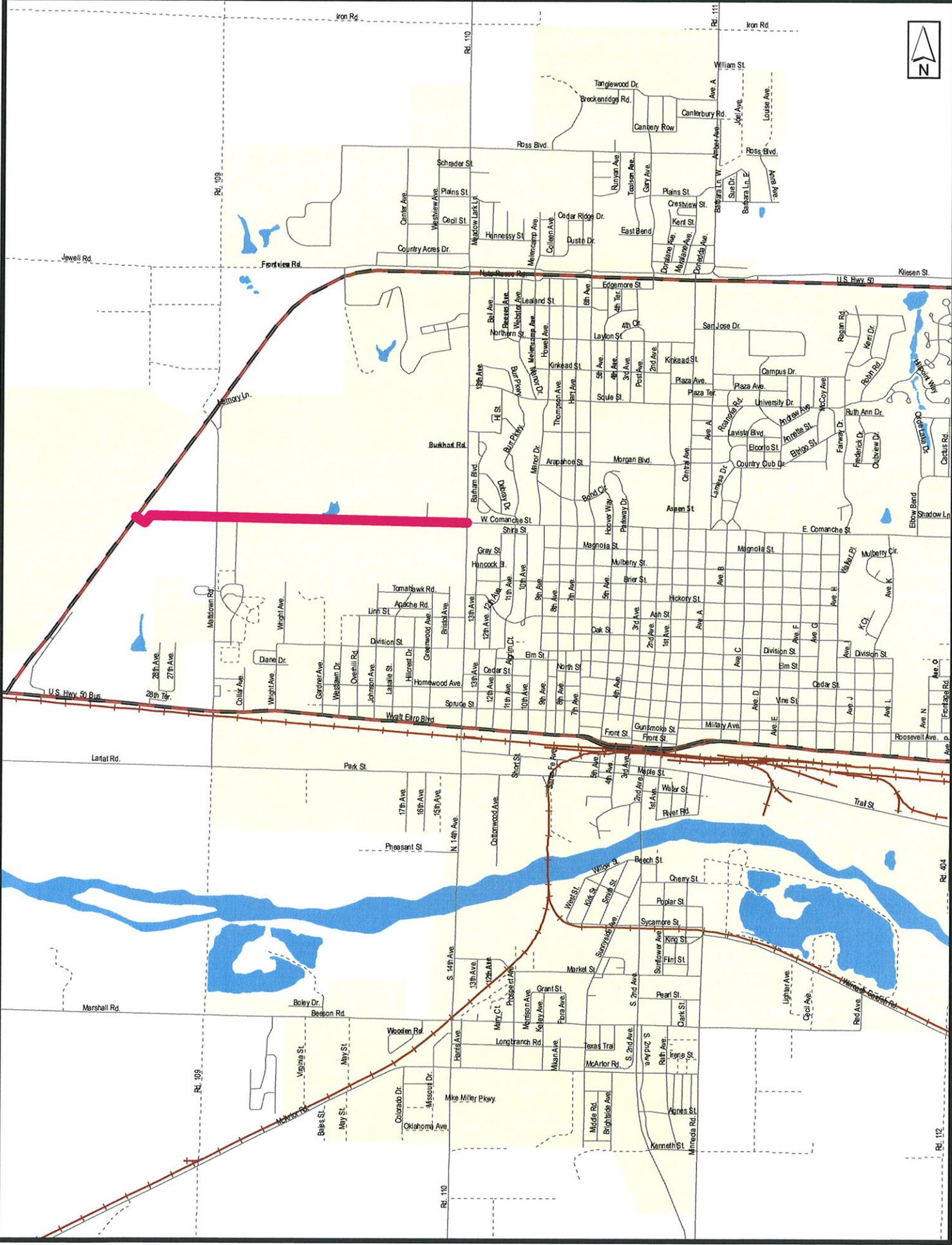
Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)

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

ESTIMATED non-construction costs are as follows:

Preliminary Engineering	_____	\$	771,000
Rights of Way	_____	\$	25,000
Utility Adjustments	_____	\$	0
Other	_____	\$	0
ESTIMATED Total for Project		\$	<u>796,000</u>



Rt. 404

Rt. 112

Rt. 110

Rt. 109

Rt. 109

Rt. 110

Rt. 111

Jewell Rd

Frontview Rd

Northview Rd

U.S. Hwy 50

Kiesen St

Memory Ln

Bukhat Rd

W Comanche St

Shira St

Gray St

Hancock St

Tomahawk Rd

Apache Rd

Lim St

Division St

Homewood Ave

Spur St

13th Ave

12th Ave

11th Ave

10th Ave

9th Ave

8th Ave

7th Ave

6th Ave

5th Ave

4th Ave

3rd Ave

2nd Ave

1st Ave

Ave A

Ave B

Ave C

Ave D

Ave E

Ave F

Ave G

Ave H

Ave I

Ave J

Ave K

Ave L

Ave M

Ave N

Ave O

Ave P

Ave Q

Ave R

Ave S

Ave T

Ave U

Ave V

Ave W

Ave X

Ave Y

Ave Z

Ave AA

Ave AB

Ave AC

Ave AD

Ave AE

Ave AF

Ave AG

Ave AH

Ave AI

Ave AJ

Ave AK

Ave AL

Ave AM

Ave AN

Ave AO

Ave AP

Ave AQ

Ave AR

Ave AS

Ave AT

Ave AU

Ave AV

Ave AW

Ave AX

Ave AY

Ave AZ

Ave BA

Ave BB

Ave BC

Ave BD

Ave BE

Ave BF

Ave BG

Ave BH

Ave BI

Ave BJ

Ave BK

Ave BL

Ave BM

Ave BN

Ave BO

Ave BP

Ave BQ

Ave BR

Ave BS

Ave BT

Ave BU

Ave BV

Ave BW

Ave BX

Ave BY

Ave BZ

Ave CA

Ave CB

Ave CC

Ave CD

Ave CE

Ave CF

Ave CG

Ave CH

Ave CI

Ave CJ

Ave CK

Ave CL

Ave CM

Ave CN

Ave CO

Ave CP

Ave CQ

Ave CR

Ave CS

Ave CT

Ave CU

Ave CV

Ave CW

Ave CX

Ave CY

Ave CZ

Ave DA

Ave DB

Ave DC

Ave DD

Ave DE

Ave DF

Ave DG

Ave DH

Ave DI

Ave DJ

Ave DK

Ave DL

Ave DM

Ave DN

Ave DO

Ave DP

Ave DQ

Ave DR

Ave DS

Ave DT

Ave DU

Ave DV

Ave DW

Ave DX

Ave DY

Ave DZ

Ave EA

Ave EB

Ave EC

Ave ED

Ave EE

Ave EF

Ave EG

Ave EH

Ave EI

Ave EJ

Ave EK

Ave EL

Ave EM

Ave EN

Ave EO

Ave EP

Ave EQ

Ave ER

Ave ES

Ave ET

Ave EU

Ave EV

Ave EW

Ave EX

Ave EY

Ave EZ

Ave FA

Ave FB

Ave FC

Ave FD

Ave FE

Ave FF

Ave FG

Ave FH

Ave FI

Ave FJ

Ave FK

Ave FL

Ave FM

Ave FN

Ave FO

Ave FP

Ave FQ

Ave FR

Ave FS

Ave FT

Ave FU

Ave FV

Ave FW

Ave FX

Ave FY

Ave FZ

Ave GA

Ave GB

Ave GC

Ave GD

Ave GE

Ave GF

Ave GG

Ave GH

Ave GI

Ave GJ

Ave GK

Ave GL

Ave GM

Ave GN

Ave GO

Ave GP

Ave GQ

Ave GR

Ave GS

Ave GT

Ave GU

Ave GV

Ave GW

Ave GX

Ave GY

Ave GZ

Ave HA

Ave HB

Ave HC

Ave HD

Ave HE

Ave HF

Ave HG

Ave HH

Ave HI

Ave HJ

Ave HK

Ave HL

Ave HM

Ave HN

Ave HO

Ave HP

Ave HQ

Ave HR

Ave HS

Ave HT

Ave HU

Ave HV

Ave HW

Ave HX

Ave HY

Ave HZ

Ave IA

Ave IB

Ave IC

Ave ID

Ave IE

Ave IF

Ave IG

Ave IH

Ave II

Ave IJ

Ave IK

Ave IL

Ave IM

Ave IN

Ave IO

Ave IP

Ave IQ

Ave IR

Ave IS

Ave IT

Ave IU

Ave IV

Ave IW

Ave IX

Ave IY

Ave IZ

Ave JA

Ave JB

Ave JC

Ave JD

Ave JE

Ave JF

Ave JG

Ave JH

Ave JI

Ave JJ

Ave JK

Ave JL

Ave JM

Ave JN

Ave JO

Ave JP

Ave JQ

Ave JR

Ave JS

Ave JT

KANSAS DEPARTMENT OF TRANSPORTATION
BUREAU OF LOCAL PROJECTS
REQUEST FOR CONSTRUCTION PROJECT

Submit One (1) Copy, With Map

City Dodge City

WHEREAS: The Secretary of Transportation of the State of Kansas, hereinafter referred to as the Secretary, has been designated as agent for _____ County under an agreement dated _____, or,

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

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

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

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

Total Project Length _____ (Km) .90 (Mi) Est. Let Date 5-13

ESTIMATED costs of such improvements are as follows:

Grading / Culverts / Storm Sewer	\$ 3,040,000
Surfacing (Type) Concrete/Brick	\$ 1,980,000
Bridges (Number)	\$
Seeding	\$ 30,000
Other	\$
ESTIMATED Total for Project	\$ 5,050,000

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

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

Day 1st Month December Year 2008, at Dodge City, Kansas.

Recommended for Approval: APPROPRIATE LOCAL OFFICIAL(S)

County/City Engineer or Administrator

Chairperson/Mayor

ATTEST:

Member

County/City Clerk

Member

REQUEST FOR CONSTRUCTION PROJECT

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

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

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

Environmental Concerns: Parks No Wetlands No Other No

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

Existing Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Condition	Surface Thickness					
(M) 60.00	Brick	(M) 36.00	Fair	6"	Yes	Partial			
(Ft)		(Ft)							
Proposed Facilities:					Curb & Gutter	Storm Sewer			
Roadbed Width	Surface Type	Surface Width	Surfacing By:	Surface Thickness or Rate/Km or /Mi					
(M) 60.00	Concrete/Brick	(M) 36.00	Contractor	8"	Yes	Yes			
(Ft)		(Ft)							
Existing Bridges:				Safe Load	Suff. Rating	Rating Year	Posted		
NBIP Structure Number	Structure Type	Over-all Length		Clear Roadway					
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Proposed New Bridges:									
Structure Type		Over-all Length		Clear Roadway					
		(M)	(Ft)	(M)	(Ft)				
		(M)	(Ft)	(M)	(Ft)				
Railroad Crossings:			No. of Tracks	Main Tracks	Other Tracks	Avg. Trains Daily	Min. Vis. @ 300'	Present Protection	Proposed Protection
Company Name									

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

REQUEST FOR CONSTRUCTION PROJECT

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

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

Preliminary Engineering (PE)

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

Rights of Way (R/W)

Please estimate the payments you will make to landowners.

Utility Adjustments (UTIL)

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

ESTIMATED non-construction costs are as follows:

Preliminary Engineering	_____	\$	<u>757,500</u>
Rights of Way	_____	\$	_____
Utility Adjustments	_____	\$	_____
Other	_____	\$	_____
ESTIMATED Total for Project		\$	<u><u>757,500</u></u>



**CITY CHARACTER TRAIT
DECEMBER 2008**

GENEROSITY

Vs

Stinginess

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

Five Keys

1. **Manage Your Resources**: You didn't bring anything into this life, and you can't take anything with you when you leave it. Make the most of what you have while you have it—work, earn, save, and give wisely.
2. **Identify a Need**: Take time to identify what a person really needs.
3. **Share Your Resources**: The attitude of caring and the habit of sharing find truest expression in those whose resources are limited. Ask yourself what your responsibility is, and do what you can.
4. **Give of Yourself**: You will most value and respect those in whom you invest your treasured resources. Give of your time and energy.
5. **Invest in Others**: Look around you. Encourage coworkers and family members. Help an elderly neighbor with yard work or heavy tasks. Spend time with lonely individuals. Volunteer at company or community events.

CITY COMMISSION MINUTES
City Commission Chambers
Monday, November 17, 2008 7:00 p.m.
MEETING #4734

CALL TO ORDER

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

INVOCATION: Ada Bogart

PLEDGE OF ALLEGIANCE

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

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

CONSENT CALENDAR

1. Approval of City Commission Work Session minutes, November 3, 2008
2. Approval of City Commission Meeting minutes, November 3, 2008
3. Appropriation Ordinance No. 22, November 17, 2008
4. Cereal Malt Beverage License
 - a. King Kwik Mart, 510 E Wyatt Earp, Dodge City
5. Approval of Professional Service for Well & Pump Service for Water Well No. 24
6. Approval of Contract for Water Service for County Resident

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3466: An Ordinance Adding to Chapter 13 of the City of Dodge City Municipal Code a New Article 6, Implementing the National Pollution Discharge Elimination System and Establishing Regulations for Discharges into the Sewers of the City and Providing for Enforcement Thereof and Penalties for Violation Thereof. Commissioner Broeckelman moved to adopt the Ordinance, Commissioner Weber seconded. The motion carried unanimously.

Resolution No. 2008-19: A Resolution authorizing payment of 2008 year end bonuses to qualified employees. Commissioner Weber moved to approve the Resolution, Commissioner Sherer seconded. The motion carried unanimously.

NEW BUSINESS

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

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

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

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

The meeting reconvened at 7:55.

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

OTHER BUSINESS

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

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

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

Commissioner Sowers talked about the S & P Rating of A+.

Mayor Smoll encouraged everyone to shop local during the upcoming holiday seasons and wished everyone a Happy Thanksgiving.

ADJOURNMENT was had on a motion by Commissioner Sherer, seconded by Commissioner Broeckelman. Motion carried unanimously.

(Corporate Application Form)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

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

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

or

THE BOARD OF COUNTY COMMISSIONERS OF FORD COUNTY, KANSAS.

GENTLEMEN—On behalf of the KNIGHTS OF COLUMBUS 2955 (COLUMBIAN GUILD)

corporation whose principal place of business is 800 W FRONTVIEW ST,

DODGE CITY, KS 67801

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 KNIGHTS OF COLUMBUS 2955 corporation with principal place of business at

800 W FRONTVIEW ST,

The resident agent is JIM PETERS

with offices at 800 W FRONTVIEW ST

Said corporation was incorporated on 1-31-67

A copy of the Articles of Incorporation are presently on file with the Register of Deeds of this County. Yes (X), 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.

SEE ATTACHED LIST

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

800 W FRONTVIEW

DODGE CITY, KS 67801

(a) The legal description of the premises is SAME -

800 W FRONTVIEW ST.

(b) The street number is 800 W FRONTVIEW ST

(c) The building is described as KNIGHTS OF COLUMBUS HALL

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

COLUMBIAN GUILD, INC

4. The name and address of the owner or owners of the premises upon which the place of business is located is

COLUMBIAN GUILD

800 W FRONTVIEW ST, DODGE CITY, KS 67801

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

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

(1) A felony

(2) A crime involving moral turpitude

(3) Drunkenness

(4) Driving a motor vehicle while under the influence of intoxicating liquor

(5) Violation of any state or federal intoxicating liquor law

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

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

(A) has had a retailer's license revoked under K.S.A. 41-2708 and amendments thereto; or

(B) has been convicted of a violation of The Drinking 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 JIM PETERS

Address 800 W FRONTVIEW ST

Residence 1407 SHADOW LANE APT G

Length of residence within this city or county in which the application is being made 12 YRS

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

Date and place of birth 9-1-53 EMORIA, KS

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

A license fee of \$ 225.00 is enclosed herewith.

Memorandum

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

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

Date: November 19, 2008

RE: N. 14th Avenue Widening ST0704

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

The change order is the result of the following.

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

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

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

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

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

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

JF/mjr

Memorandum

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

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

Date: November 19, 2008

RE: 3rd Avenue Sidewalk Reconstruction

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

The change order is the result of the following.

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

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

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

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

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

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

JF/mjr

Memorandum

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

From: Mike Klein, Airport Manager MKS

Date: Wednesday, November 26, 2008

*Subject: Airport Access Road Testing Services and
Construction Services Contracts*

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

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

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

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

September 22, 2008

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

Terracon

Consulting Engineers & Scientists

Terracon Consultants, Inc.
1800 Palace Drive, Suite B
Garden City, Kansas 67846
Phone 620.271.9791
Fax 620.271.9772
www.terracon.com

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

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

Dear Mr. Klein:

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

A. PROJECT INFORMATION

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

B. SCOPE OF SERVICES

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

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

- Marshall density, stability, flow, and maximum specific gravity of hot mix asphalt
- Drilled core sampling and density determination of in-situ asphalt paving
- Cast-in-place concrete testing
- Compressive strength testing of concrete specimens

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

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

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

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

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

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

C. COMPENSATION

Our services will be provided on a time and materials basis in accordance with our schedule of standard fees. A partial fee schedule pertaining to the proposed services is

attached. To assist in budgeting for this project we have included an estimate of the costs for our services on the project.

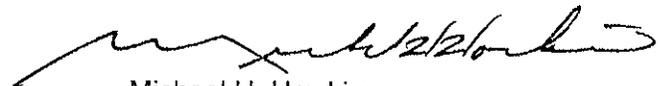
D. AUTHORIZATION

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

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

Sincerely,
TERRACON CONSULTANTS, INC.


Shane L. Harper
Construction Services
Department Manager


Michael H. Hawkins
Principal
Garden City Manager

AGREEMENT FOR SERVICES

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

1. **Scope of Services.** The scope of Consultant's services is described in the Scope of Services section of the Proposal ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Compensation section of the Proposal unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period not to exceed three months from the date of the report, Consultant will issue additional reports to others agreed upon with Client, however Client understands that such reliance will not be granted until those parties sign and return Consultant's reliance agreement and Consultant receives the agreed-upon reliance fee.
6. **LIMITATION OF LIABILITY.** CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$50,000 OR ITS FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Causes of action arising out of Consultant's services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$1,000,000 occ / \$2,000,000 agg); (iii) automobile liability insurance (\$1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

Agreement Reference Number (Terracon Proposal or Project Number):C-A608044

10. **CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
11. **Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Kansas law.
12. **Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
13. **Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling Consultant so Consultant can perform these Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods.
14. **Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the performance of Services (i) contain substances hazardous to health, safety, or the environment, or (ii) equipment used during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary) required to ensure the equipment and/or samples are transported and disposed of properly, and agrees to pay Consultant the fair market value of this equipment and reasonable disposal costs. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site. Accordingly, Client waives any claim against Consultant and agrees to indemnify and save Consultant, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of Consultant's non-negligent performance of services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
15. **Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
16. **Utilities.** Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
17. **Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any other parties, including Client, Client's contractors, subcontractors, or other parties present at the site.
18. **Termination.** Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the project.

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

Client: **Dodge City Regional Airport**
 By: *[Signature]* Date: 9-26-08
 Name/Title: MICHAEL KEEL, AIRPORT MANAGER
 Address: 806 2nd Avenue
Dodge City, Kansas 67801
 Phone: 620.225.8100 Fax: _____

Agreement Reference Number (Terracon Proposal or Project Number): C-A608044

ESTIMATED CONSTRUCTION MONITORING SERVICES

City of Dodge City Regional Airport Access Road

Dodge City, Kansas

Terracon Proposal # C-A608044

	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total</u>
Soil and Fly Ash Subgrade Testing			
Standard Proctors	5	\$120.00	\$600.00
CBR Determinations	5	\$150.00	\$750.00
Field Density and Thickness Testing	50 hrs.	\$55.00	\$2,750.00
Mileage for Field Trips	600 miles	\$0.67	\$402.00
		Subtotal	<u>\$4,502.00</u>

Asphalt Testing

Approximately 4340 Tons Asphalt, Samples every 500 Tons

Extraction and Gradation	9 each	\$90.00	\$810.00
Marshall Density, Stability, Flow, Maximum Specific Gravity	9 Sets	\$230.00	\$2,070.00
Drilled core sampling and Density Determination (Estimate)	4 sets	\$400.00	\$1,600.00
Field Sampling of Asphalt Materials	20 hrs.	\$55.00	\$1,100.00
Mileage for Field Sampling	600 miles	\$0.67	\$402.00
Per Diem	6 Days	\$115.00	\$690.00
			<u>\$6,672.00</u>

Concrete Testing, Sidewalks, Curbs, etc.

Technician Sampling and Testing	15 hrs	\$55.00	\$825.00
Concrete Cylinder Tests	20 each	\$17.00	\$340.00
			<u>\$1,165.00</u>

Engineering, Supervision, and Administration

By Project Manager	20 Hours	\$80.00	\$1,600.00
By Senior Engineer	4 Hours	\$110.00	\$440.00
		Subtotal	<u>\$2,040.00</u>

Estimated Total \$14,379.00

EST. RANGE \$12,900 TO \$15,800

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

**TERRACON 2008 Standard Fee Schedule
Exhibit C**

PERSONNEL

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

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

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

**No Additional Hourly Charge for Company Vehicle.

SOILS

ITEM S-1	ASTM D-1557 (Standard Proctor)	\$ 150.00/Each
ITEM S-2	Field Permeability	\$ 300.00/Each
ITEM S-3	Atterberg Limits.....	\$ 50.00/Each
ITEM S-4	ASTM D-5084 Falling Head Permeability (Flexible Wall).....	\$ 250.00/Each
ITEM S-5	Remold for Permeability.....	\$ 55.00/Each
ITEM S-6	-200 Sieve Analysis	\$ 50.00/Each
ITEM S-7	1" Minus Sieve Analysis	\$ 110.00/Each

CONCRETE

ITEM C-1	4 x 8 Inch Compressive Strength of Cylinder (ASTM C-39).....	\$ 13.50/Each
ITEM C-2	4 x 8 Inch Cylinder Mold.....	\$ 1.50/Each
ITEM C-3	6 x 12 Inch Compressive Strength of Cylinder (ASTM C-39).....	\$ 15.00/Each
ITEM C-4	6 x 12 Inch Cylinder Mold.....	\$ 2.00/Each
ITEM C-5	Flexural Strength of Concrete Beams FOB Our Laboratory.....	\$ 50.00/Each
ITEM C-6	Compressive Strength of Grout.....	\$ 21.00/Each
ITEM C-7	Compressive Strength of Mortar	\$ 13.50/Each
ITEM C-8	Compressive Strength of Concrete Cores	\$ 30.00/Each



October 24, 2008

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

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

Dear Mike:

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

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

Sincerely,

A handwritten signature in cursive script that reads "Hilary M. Fellows".

Hilary M. Fellows, P.E.
Project Manager

Enclosure

Cc: Dave Hadel, P.E.

AUTHORIZATION NO. 6
FOR LIMITED CONSTRUCTION PHASE SERVICES
FOR
AIRPORT ACCESS ROAD RECONSTRUCTION
AT DODGE CITY REGIONAL AIRPORT
AIP Project No. 3-26-0017-XX

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

A. PROJECT NAME AND DESCRIPTION OF IMPROVEMENTS:

1. **Project Name:** Airport Access Road Reconstruction at the Dodge City Regional Airport.
2. **Description of Improvements:** Provide professional engineering for limited construction phase services for the aforementioned project.

B. DESCRIPTION OF SERVICES TO BE PERFORMED:

CONSULTANT has developed the following Scope of Services to perform engineering services for the aforementioned project. The Scope of Services is defined as follows:

1. **Construction Phase Services:** This phase includes activities for providing defined construction services throughout the project.
 - a. Attend and conduct a preconstruction meeting with the SPONSOR, and Contractor. Attendees for the CONSULTANT will include the Project Manager.
 - b. Respond to field issues throughout the duration of the project.
 - c. Prepare change orders and supplemental agreements necessary for construction of the project.
 - d. Prepare a Final Punch List. The Project Engineer, SPONSOR, FAA (if available) and Contractor will perform a final walk through of the project and prepare a final punch list of the project.
 - e. Prepare a record set of conforming to construction record drawings as based on the contractor's redlined markups. An electronic copy of the completed record set will be provided to the SPONSOR in AutoCAD version 14.
 - f. Provide FAA closeout documents as stated in ACE-1610 Development Project Closeout.
 - g. Provide project management for the services herein described.

C. UNDERSTANDING & CITY FURNISHED ITEMS:

1. The SPONSOR shall perform all construction observation and testing for this project.
2. The SPONSOR shall perform shop drawing reviews and material certifications as received from the Contractor.
3. The SPONSOR shall prepare monthly Contractor progress estimates and SPONSOR's request for FAA reimbursement (form SF271).
4. The SPONSOR shall prepare Weekly Test Reports including types of tests taken, applicable standards, location of tests, tests results (highlighting those tests which fail specification requirements), provisions for failed tests, and specification requirements shall be recorded and filed in a timely and orderly manner and shall be made available for review by the FAA upon request.
5. The SPONSOR shall prepare a Final Testing Report. At the end of the project, the SPONSOR shall submit three copies to the CONSULTANT of the final testing and quality control report documenting the results of all tests performed. Those tests that failed or did not meet the applicable test standard shall be highlighted and corrective action/retesting noted. The report shall include the pay reductions applied and justification for accepting any out-of-tolerance materials.

D. METHOD OF COMPENSATION:

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

E. AMOUNT OF COMPENSATION:

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

F. ESTIMATED TIME OF COMPLETION:

1. The estimated time to complete the Scope of Services B.1 of this Authorization No. 6 is estimated at Fifty (50) calendar days after the SPONSOR's acceptance of the Contractor's completed work.

G. ENGINEERS' NOTICE TO PROCEED DATE:

1. CONSULTANT is prepared to commence work on this project immediately upon receiving a Notice to Proceed. The Notice to Proceed date for this project is _____.

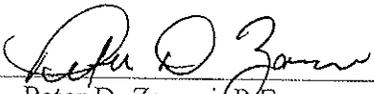
It is further understood and agreed by the parties hereto that all of the terms and conditions of the AGREEMENT are hereby incorporated by reference as if set forth fully herein and are made a part of this Authorization No. 6.

IN WITNESS WHEREOF, the parties hereto have caused this Authorization to be executed in four (4) counterparts by their duly authorized representatives and made effective the day and year first written above.

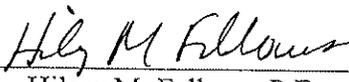
-----oooOooo-----

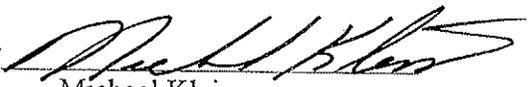
BURNS & McDONNELL ENGINEERING
COMPANY, INC

CITY OF DODGE CITY, KANSAS

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

By _____
E. Kent Smoll
Mayor
Dodge City, KS

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

By 
Michael Klein
Director of Administration/
Airport Manager

ATTEST:

By _____
Nannette Pogue
City Clerk

ELEMENT 1:

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

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	4.0	\$46.12	\$184.48
Resident Representative	0.0	\$38.80	\$0.00
Associate Civil Engineer	0.0	\$43.00	\$0.00
Sr. Civil Engineer	69.5	\$35.00	\$2,432.50
Staff Engineer	0.0	\$28.50	\$0.00
Asst. Civil Engineer	0.0	\$26.00	\$0.00
Staff Electrical Engineer	0.0	\$31.00	\$0.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	0.0	\$31.00	\$0.00
Staff Tech.	0.0	\$24.00	\$0.00
Geotech. Engineer	0.0	\$28.00	\$0.00
Clerical	4.0	\$17.00	\$68.00
	77.50		
Total Direct Salary Costs			= \$2,684.98

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

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

3 SUBTOTAL:

Items 1 and 2 = \$7,885.79

4 PROFIT:

10.00% of Item 3 Subtotal = \$788.58

Subtotal \$8,674.36 Lump Sum Fee

5 OUT-OF-POCKET EXPENSES:

a. Mileage (office)	844.44 Miles @	\$0.585 / Mile =	\$494.00
b. Transport. (field)	0.00 Months @	\$0.00 / Mo. =	\$0.00
c. Motel (office)	0.00 Nights @	\$75.00 / Night =	\$0.00
d. Motel (field)	0.00 Nights @	\$75.00 / Night =	\$0.00
e. Meals	0.00 Days @	\$30.00 / Day =	\$0.00
f. Computer CADD	0.00 Hours @	\$7.00 / Hour =	\$0.00
g. Computer Eng.	77.50 Hours @	\$3.50 / Hour =	\$271.25
h. Materials and Supplies		=	\$781.00

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

6 SUBCONTRACT COSTS:

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

= \$0.00

7 MAXIMUM TOTAL FEE:

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

CONSTRUCTION PHASE SERVICES (OFFICE/FIELD)

ELEMENT 2:

DERIVATION OF CONSULTANT PROJECT COSTS
 PROJECT CLOSEOUT TASKS (ACE-1610)
 Entrance Road Reconstruction
 Dodge City Regional Airport
 2008 Limited Field/Offices Construction Phase Services
 BASIC AND SPECIAL SERVICES FOR DESIGN SERVICES
 September 30, 2008

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	1.0	\$46.12	\$46.12
Resident Representative	0.0	\$38.80	\$0.00
Associate Civil Engineer	0.0	\$43.00	\$0.00
Sr. Civil Engineer	14.0	\$35.00	\$490.00
Staff Engineer	0.0	\$28.50	\$0.00
Asst. Civil Engineer	0.0	\$26.00	\$0.00
Staff Electrical Engineer	0.0	\$31.00	\$0.00
Asst. Electrical Engineer	0.0	\$25.00	\$0.00
Sr. Tech.	4.0	\$31.00	\$124.00
Staff Tech.	24.0	\$24.00	\$576.00
Geotech. Engineer	0.0	\$28.00	\$0.00
Clerical	2.0	\$17.00	\$34.00
	45.00		
Total Direct Salary Costs			= \$1,270.12

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

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

3 SUBTOTAL:

Items 1 and 2 = \$3,730.34

4 PROFIT:

10.00% of Item 3 Subtotal = \$373.03

Subtotal \$4,103.38

5 OUT-OF-POCKET EXPENSES:

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

Total Out-of-Pocket Expenses = \$474.65

6 SUBCONTRACT COSTS:

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

= \$0.00

7 MAXIMUM TOTAL FEE:

Items 1, 2, 3, 4, 5 and 6 = \$4,578.03

PROJECT CLOSEOUT TASKS (ACE-1610)

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

1 DIRECT SALARY COSTS:

TITLE	HOURS	RATE/HOUR	COST (\$)
Project Manager	5.00	\$46.12	\$230.60
Resident Representative	0.00	\$38.80	\$0.00
Associate Civil Engineer	0.00	\$43.00	\$0.00
Sr. Civil Engineer	83.50	\$35.00	\$2,922.50
Staff Engineer	0.00	\$28.50	\$0.00
Asst. Civil Engineer	0.00	\$26.00	\$0.00
Staff Electrical Engineer	0.00	\$31.00	\$0.00
Asst. Electrical Engineer	0.00	\$25.00	\$0.00
Sr. Tech.	4.00	\$31.00	\$124.00
Staff Tech.	24.00	\$24.00	\$576.00
Geotech. Engineer	0.00	\$28.00	\$0.00
Clerical	6.00	\$17.00	\$102.00
	122.50		
Total Direct Salary Costs			= \$3,955.10

2 LABOR AND GENERAL ADMINISTRATIVE OVERHEAD:

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

3 SUBTOTAL:

Items 1 and 2 = \$11,616.13

4 PROFIT:

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

Subtotal \$12,777.74

5 OUT-OF-POCKET EXPENSES:

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

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

6 SUBCONTRACT COSTS:

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

7 MAXIMUM TOTAL FEE:

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

SUMMARY

November 25, 2008

MEMO

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

FROM: Nannette Pogue, Finance Director 

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

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

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

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

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

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

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

EXHIBIT A

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

CALCULATION OF PURCHASE PRICE

Principal Amount	\$1,155,000.00
Less Underwriter's Discount	-13,282.50
Plus Original Issue Premium	4,974.35
Less Original Issue Discount	<u>-1,727.45</u>
Total Purchase Price	\$1,144,964.40

MATURITY SCHEDULE

<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Price</u>	<u>Stated Maturity September 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Price</u>
2009	\$110,000	3.25%	100.674%	2014	\$115,000	3.500%	99.739%
2010	100,000	3.25%	101.085%	2015	120,000	3.625%	99.553%
2011	105,000	3.25%	101.037%	2016	125,000	4.000%	100.789%
2012	105,000	3.25%	100.345%	2017	130,000	4.000%	99.485%
2013	110,000	3.50%	100.646%	2018	135,000	4.250%	99.836%

(Plus accrued interest from December 1, 2008)

REDEMPTION OF BONDS

Redemption by Issuer.

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

EXHIBIT A

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

CALCULATION OF PURCHASE PRICE

Principal Amount	\$2,265,000.00
Less Underwriter's Discount	-22,650.00
Plus Original Issue Premium	<u>13,091.70</u>
<i>Total Purchase Price</i>	<i>\$2,255,441.70</i>

MATURITY SCHEDULE

SERIAL NOTES

<u>Stated Maturity</u> <u>September 1</u> 2012	<u>Principal</u> <u>Amount</u> \$2,265,000	<u>Annual Rate</u> <u>of Interest</u> 3.50%	<u>Price</u> 100.578%
--	--	---	--------------------------

(Plus accrued interest from December 1, 2008)

REDEMPTION OF NOTES

Optional Redemption. At the option of the Issuer, the Notes will be subject to redemption and payment prior to maturity on September 1, 2010, and thereafter, as a whole or in part (selection of the amount of Notes to be redeemed to be determined by the Issuer in such equitable manner as it may determine) at any time, at the redemption price of 100% (expressed as a percentage of the principal amount), plus accrued interest to the date of redemption.

ORDINANCE NO. [346]

OF

THE CITY OF DODGE CITY, KANSAS

PASSED

DECEMBER 1, 2008

**\$1,155,000
GENERAL OBLIGATION BONDS
SERIES 2008-A**

(PUBLISHED IN THE *DODGE CITY DAILY GLOBE* ON NOVEMBER 20, 2008)

ORDINANCE NO. 3467

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

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

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

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

* plus financing costs

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

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

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

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

Section 1. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms in this Ordinance shall have the meanings hereinafter set forth. Unless the context shall otherwise indicate, words importing the singular number shall include the plural and vice versa, and words importing persons shall include firms, associations and corporations, including public bodies, as well as natural persons.

RESOLUTION NO. 2008-20

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

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

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

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

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

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

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

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

Kent Smoll, Mayor

ATTEST:

(Seal)

Nannette Pogue, City Clerk

RESOLUTION NO. 2008-[21]

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

DECEMBER 1, 2008

**\$1,155,000
GENERAL OBLIGATION BONDS
SERIES 2008-A**

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101.	Definitions of Words and Terms.....	1
--------------	-------------------------------------	---

ARTICLE II

AUTHORIZATION AND DETAILS OF THE BONDS

Section 201.	Authorization of the Bonds.....	8
Section 202.	Description of the Bonds.....	8
Section 203.	Designation of Paying Agent and Bond Registrar.....	8
Section 204.	Method and Place of Payment of the Bonds.....	9
Section 205.	Payments Due on Saturdays, Sundays and Holidays.....	9
Section 206.	Registration, Transfer and Exchange of Bonds.....	10
Section 207.	Execution, Registration, Authentication and Delivery of Bonds.....	11
Section 208.	Mutilated, Lost, Stolen or Destroyed Bonds.....	11
Section 209.	Cancellation and Destruction of Bonds Upon Payment.....	12
Section 210.	Book-Entry Bonds; Securities Depository.....	12
Section 211.	Nonpresentment of Bonds.....	13
Section 212.	Preliminary and Final Official Statement.....	13
Section 213.	Sale of the Bonds – Bond Purchase Agreement.....	13

ARTICLE III

REDEMPTION OF BONDS

Section 301.	Redemption by Issuer.....	14
Section 302.	Selection of Bonds to be Redeemed.....	14
Section 303.	Notice and Effect of Call for Redemption.....	14

ARTICLE IV

SECURITY FOR BONDS

Section 401.	Security for the Bonds.....	16
Section 402.	Levy and Collection of Annual Tax.....	16

ARTICLE V

ESTABLISHMENT OF FUNDS AND ACCOUNTS DEPOSIT AND APPLICATION OF BOND PROCEEDS

Section 501.	Creation of Funds and Accounts.....	17
Section 502.	Deposit of Bond Proceeds.....	17
Section 503.	Application of Moneys in the Improvement Fund.....	17

Section 504.	Application of Moneys in Debt Service Account.....	18
Section 505.	Deposits and Investment of Moneys.....	18
Section 506.	Application of Moneys in the Costs of Issuance Account.....	18

ARTICLE VI

DEFAULT AND REMEDIES

Section 601.	Remedies.....	19
Section 602.	Limitation on Rights of Owners.....	19
Section 603.	Remedies Cumulative.....	19

ARTICLE VII

DEFEASANCE

Section 701.	Defeasance.....	20
---------------------	-----------------	----

ARTICLE VIII

TAX COVENANTS

Section 801.	General Covenants.....	20
Section 802.	Rebate Covenants.....	21
Section 803.	Qualified Tax-Exempt Obligations.....	21
Section 804.	Survival of Covenants.....	22

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901.	Disclosure Requirements.....	22
Section 902.	Failure to Comply with Continuing Disclosure Requirements.....	22

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001.	Annual Audit.....	22
Section 1002.	Amendments.....	22
Section 1003.	Notices, Consents and Other Instruments by Owners.....	23
Section 1004.	Notices.....	24
Section 1005.	Electronic Transactions.....	24
Section 1006.	Further Authority.....	24
Section 1007.	Severability.....	24
Section 1008.	Governing Law.....	24
Section 1009.	Effective Date.....	25

EXHIBIT A – FORM OF BONDS.....	A-1
---------------------------------------	------------

[BALANCE OF THIS PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2008-~~21~~

A RESOLUTION PRESCRIBING THE FORM AND DETAILS OF AND AUTHORIZING AND DIRECTING THE SALE AND DELIVERY OF GENERAL OBLIGATION BONDS, SERIES 2008-A, OF THE CITY OF DODGE CITY, KANSAS, PREVIOUSLY AUTHORIZED BY ORDINANCE NO. ~~2467~~ OF THE ISSUER; MAKING CERTAIN COVENANTS AND AGREEMENTS TO PROVIDE FOR THE PAYMENT AND SECURITY THEREOF; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS CONNECTED THEREWITH.

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

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

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

“**Bond Payment Date**” means any date on which principal of or interest on any Bond is payable.

RESOLUTION NO. 2008-~~22~~

OF

THE CITY OF DODGE CITY, KANSAS

ADOPTED

DECEMBER 1, 2008

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

RESOLUTION

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 101. Definitions of Words and Terms..... 1

ARTICLE II

AUTHORIZATION AND DETAILS OF THE NOTES

Section 201. Authorization of the Notes..... 8
Section 202. Description of the Notes..... 8
Section 203. Designation of Paying Agent and Note Registrar..... 9
Section 204. Method and Place of Payment of the Notes..... 9
Section 205. Payments Due on Saturdays, Sundays and Holidays..... 10
Section 206. Registration, Transfer and Exchange of Notes..... 10
Section 207. Execution, Registration, Authentication and Delivery of Notes..... 11
Section 208. Mutilated, Lost, Stolen or Destroyed Notes..... 11
Section 209. Cancellation and Destruction of Notes Upon Payment..... 12
Section 210. Book-Entry Notes; Securities Depository..... 12
Section 211. Nonpresentment of Notes..... 13
Section 212. Preliminary and Final Official Statement..... 13
Section 213. Sale of the Notes – Note Purchase Agreement..... 14

ARTICLE III

REDEMPTION OF NOTES

Section 301. Redemption by Issuer..... 14
Section 302. Selection of Notes to be Redeemed..... 14
Section 303. Notice and Effect of Call for Redemption..... 15

ARTICLE IV

SECURITY FOR NOTES

Section 401. Security for the Notes..... 16
Section 402. Levy and Collection of Annual Tax..... 16

ARTICLE V

**ESTABLISHMENT OF FUNDS AND ACCOUNTS
DEPOSIT AND APPLICATION OF NOTE PROCEEDS**

Section 501. Creation of Funds and Accounts..... 17
Section 502. Deposit of Note Proceeds..... 17
Section 503. Application of Moneys in the Improvement Fund..... 17

Section 504. Application of Moneys in Debt Service Account.....	18
Section 505. Deposits and Investment of Moneys.....	18
Section 506. Application of Moneys in the Costs of Issuance Account.....	18

ARTICLE VI

DEFAULT AND REMEDIES

Section 601. Remedies.....	19
Section 602. Limitation on Rights of Owners.....	19
Section 603. Remedies Cumulative.....	19

ARTICLE VII

DEFEASANCE

Section 701. Defeasance.....	20
------------------------------	----

ARTICLE VIII

TAX COVENANTS

Section 801. General Covenants.....	20
Section 802. Rebate Covenants.....	21
Section 803. Designation of Notes as Qualified Tax-Exempt Obligations.....	21
Section 804. Survival of Covenants.....	22

ARTICLE IX

CONTINUING DISCLOSURE REQUIREMENTS

Section 901. Disclosure Requirements.....	22
Section 902. Failure to Comply with Continuing Disclosure Requirements.....	22

ARTICLE X

MISCELLANEOUS PROVISIONS

Section 1001. Annual Audit.....	22
Section 1002. Amendments.....	22
Section 1003. Notices, Consents and Other Instruments by Owners.....	23
Section 1004. Notices.....	24
Section 1005. Electronic Transactions.....	24
Section 1006. Further Authority.....	24
Section 1007. Severability.....	24
Section 1008. Governing Law.....	24
Section 1009. Effective Date.....	25

[BALANCE OF PAGE INTENTIONALLY LEFT BLANK]

RESOLUTION NO. 2008-~~22~~

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

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

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

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

*plus financing costs

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

City of Dodge City

Memorandum

Date: November 24, 2008

TO: Ken Strobel, City Manager

FROM: Dennis Veatch, Development Service Director

RE: Final Plat of Mariah Center

Attached for your review and approval by the City Commission is the Final Plat of Mariah Center.

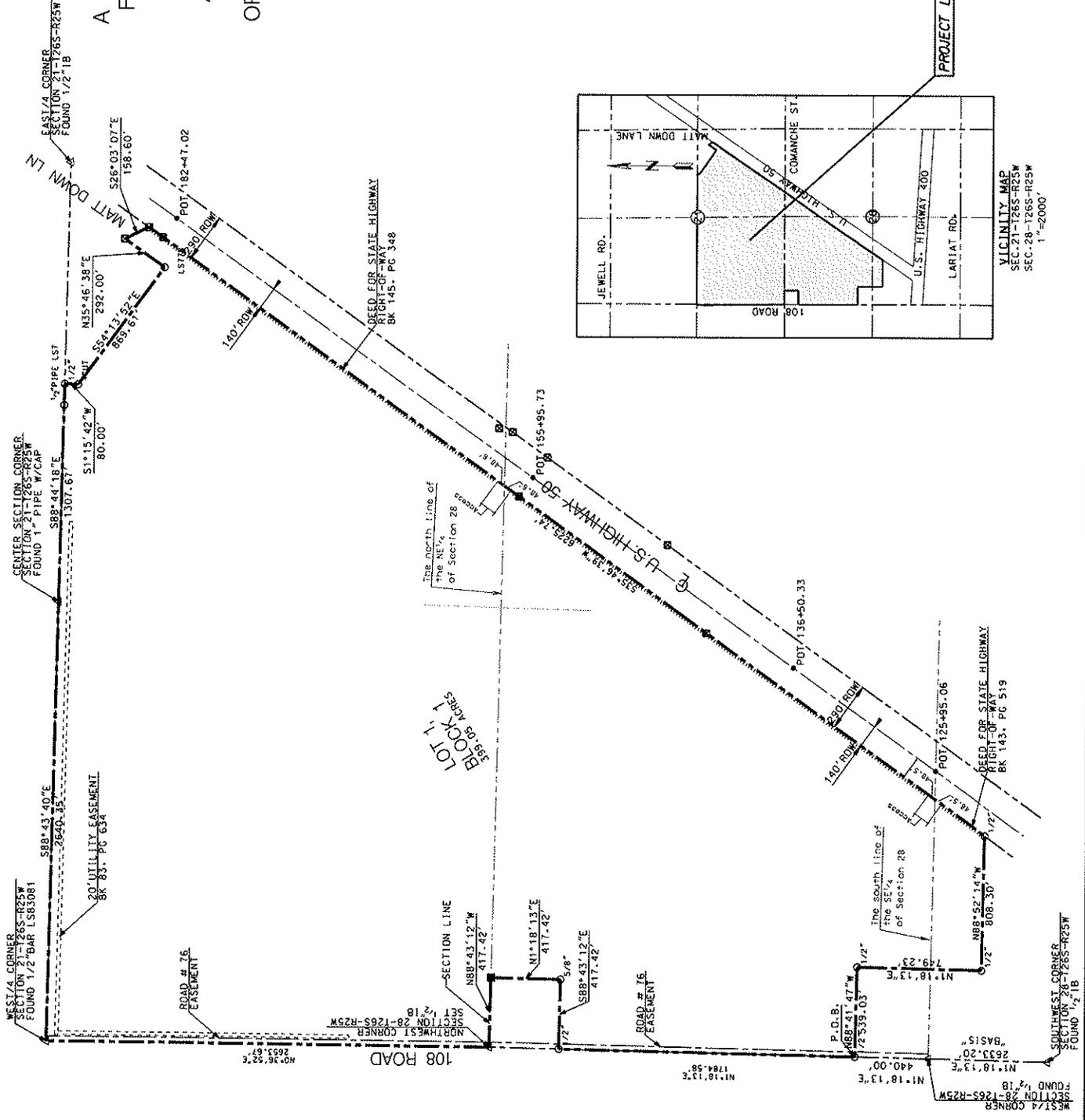
The Dodge City Zoning Board met November 19, 2008 to review this plat. The Zoning Board is recommending to the City Commission that this final plat be approved.

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

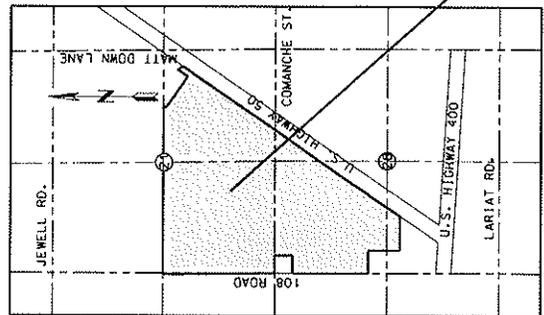
FINAL PLAT

OF

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



- LEGEND**
- △ FOUND SECTION CORNER
 - FOUND MONUMENT (AS NOTED), SET IN CONCRETE
 - ⊗ FOUND RIGHT-OF-WAY MONUMENT
 - FOUND XDOT CENTERLINE CONTROL
 - SET 1/2" BAR SET IN CONCRETE
 - P.O.B. POINT OF BEGINNING
 - SECTION LINE
 - PROPERTY LINE
 - RIGHT OF WAY LINE
 - LACK OF DIRECT ACCESS



CFS
 Cook, Flatt & Strobel
 ENGINEERS P.C.
 8020 W. 150th Street, Suite 100
 Overland Park, KS 66204
 Phone: 913.331.1222
 Fax: 913.331.0688