

COMMISSION AGENDA

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

Commission Chambers

MEETING NO. 4672

CALL TO ORDER

ROLL CALL

INVOCATION

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Minutes of Regular Meeting of March 5, 2007, and Special Meeting of March 8, 2007.
2. Payment of bills.

ORDINANCES & RESOLUTIONS

Ordinance No. 3430. An Ordinance Providing for the Approval, Transfer and Assignment of an Electric Franchise as Provided in Ordinance No. 3074 and Repealing Ordinance No. 3413. Report by City Attorney.

UNFINISHED BUSINESS

NEW BUSINESS

1. Appointment to the Convention & Visitors Bureau Advisory Board. Report by Administrative Assistant.
2. Approval of suspension of cereal malt beverage licenses. Report by City Clerk.
3. Approval of real estate contract between the City of Dodge City, NV Ranch, LP, and Nicholson Ventures. Report by City Attorney.
4. Approval of amended contract price with BHC Rhodes for additional work survey, design and plan preparation on 14th Avenue. Report by City Engineer.

OTHER BUSINESS

City Manager
Commissioners

ADJOURNMENT

MINUTES
March 5, 2007 – 7:00 pm.
Meeting No. 4670

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

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

INVOCATION was led by Jerry Kintner of New Hope on the Plains.

The PLEDGE OF ALLEGIANCE was recited.

PETITIONS & PROCLAMATION

Kick-off of the Great American Cleanup – March 1, 2007

VISITORS

The City of Character Trait for March – Discernment, was presented by Heather Trent of Prairie Schooners 4-H Club.

Lowell Brakey talked about concealed carry.

Paul Lewis reported on the ceramics program.

David Lineer talked about concealed carry & firearms.

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

1. Minutes of regular meeting of February 19, 2007 and Joint City/County meeting of February 26, 2007.
2. Payment of bills.
3. Cereal Malt Beverage license for:
 - a. Israel Estrella “El Mezon”, 614 E. Wyatt Earp Blvd.
 - b. Taqueria Mexico, 1010 E. Wyatt Earp Blvd.
(pending inspections by Dodge City Fire and Inspection Depts.)

ORDINANCES & RESOLUTIONS

Ordinance No. 3429. An ordinance establishing prohibitions against the possession or

carrying of certain firearms while upon designated property owned and/or operated by the City of Dodge City, Kansas, died for lack of motion.

The City Manager was asked to make a recommendation for signs. The City Manager asked for this to be delayed until HB 2528 has been settled at the state level.

UNFINISHED BUSINESS

NEW BUSINESS

Kris Ball, Luciana Martinez and Tim Herrera were appointed to the Santa Fe Trail Community Corrections Advisory Board on a motion by Commissioner Sowers, seconded by Commissioner Lembright, by unanimous vote.

Computer bids from Enpointe in the amount of \$24,383.64 and servers from Southern Computer Warehouse in the amount of \$4,546.83 were approved on a motion by Commissioner Lembright, seconded by Commissioner Smoll, by unanimous vote.

A contract with Land Acquisitions, Inc. for professional service to acquire the right-of-way and temporary easements for the West Wyatt Earp right-of-way acquisition, Phase II, in the amount of \$93,550 was approved on a motion by Commissioner Sowers, seconded by Commissioners Lee, by a vote of 4-1 with Commissioner Smoll voting nay.

A PILOT Agreement with David's Inc. as presented with regards to the tax abatement request and IRB financing was approved on a motion by Commissioner Lembright, seconded by Commissioner Sherer, by a vote of 4-1 with Commissioner Lee voting nay.

OTHER BUSINESS

Commissioner Sherer stated that all issues and concerns are considered. He was glad to see progress on West Wyatt Earp. He also congratulated Gayle Ausmus and United Way for exceeding this year's goal.

Commissioner Smoll said it was good to see progress on the Wyatt Earp construction. What is the next step on the Events Center. Jeff Pederson responded. It was the consensus from the City Commission to have Jeff relay to the CFAB to move forward with the Events Center.

City Manager, Jeff Pederson, reported

- Things are being put in place for management of Dodge City Raceway Park.
- Next meeting's agenda will include a tax abatement request for another motel.

The meeting adjourned on a motion by Commissioner Smoll, seconded by Commissioner Sowers, by unanimous vote.

V. James Sherer, Mayor

Attest:

Nannette Pogue, City Clerk

MINUTES
March 8, 2007 – 5:00 pm.
Meeting No. 4671

MAYOR Jim Sherer called the special meeting to order at 5:05 p.m.

RESPONDING TO ROLL CALL were Mayor Sherer, Commissioners Kent Smoll and Terry Lee. Reported absent were Jim Lembright and Rick Sowers. Rick Sowers joined the meeting at 5:08 p.m.

Commissioner Smoll moved to purchase the equipment for Dodge City Raceway Park in an amount not to exceed \$125,000 from Mike Mathis. Commissioner Sowers seconded the vote. Motion passed by a vote of 3-1 with Commissioner Lee voting nay.

Commissioner Sowers moved to adjourn the meeting, Commissioner Smoll seconded the motion which passed by a vote of 4-0.

Jim Sherer, Mayor

Attest:

Nannette Pogue, City Clerk

CITY OF DODGE CITY

Office of the City Attorney

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

Memorandum

To: Jeff Pederson, City Manager
c: Joe Finley, Director of Public Works
Nannette Pogue, City Clerk
From: Ken W. Strobel, City Attorney
Date: March 14, 2007
Subject: Electric Franchise Assignment to Victory Electric



Jeff:

Enclosed is a final draft of the Ordinance which serves to approve the Aquila sale to MKEC and assigns the City electric franchise ordinance to MKEC, and subsequently to Victory Electric Cooperative. The original Aquila franchise being assigned to Victory was adopted in 1994 and will expire in 2012. The terms and conditions of the original franchise remain the same.

The March 1, 2007, letter referred to in the assignment ordinance and attached to the ordinance provides your approval of the recently adopted Victory by-law changes which provide for City representation on the Board of Trustees of the Victory Cooperative, and is the accumulation of our discussions with Terry Janson, general manager for Victory and Dave Snapp, their attorney. Both have reviewed the letter and have approved the same. Since Terry Janson will be out of town for several days, Jerry King will sign the letter as an authorized representative of Victory.

Since the Aquila sale is scheduled to close shortly, I would request that the ordinance approving the sale and assigning the city electric franchise to Victory be placed on the commission agenda for the March 19 commission meeting with a staff recommendation for approval.

If you or any of the commissioners have any questions concerning the matter, please feel free to contact me.

KWS/skp
Enclosure

ORDINANCE NO. 3430

AN ORDINANCE PROVIDING FOR THE APPROVAL, TRANSFER AND ASSIGNMENT OF AN ELECTRIC FRANCHISE AS PROVIDED IN ORDINANCE NO. 3074 AND REPEALING ORDINANCE 3413.

WHEREAS, on January 17, 1994, the City granted a franchise agreement (the "Franchise Agreement") to Aquila, Inc. (f/k/a UtiliCorp United Inc.) d/b/a Westplains Energy (the "Company") as Ordinance No. 3074;

WHEREAS, Aquila, Mid-Kansas Electric Company ("MKEC"), Sunflower Electric Power Corporation ("Sunflower"), and the six rural electric cooperatives members of each of MKEC and Sunflower the "Members") are parties to that certain Asset Purchase Agreement dated as of September 21, 2005 (the "Asset Purchase Agreement"), by which Aquila has agreed to transfer, assign and sell to MKEC, and MKEC has agreed to assume, substantially all of the assets and obligations of Aquila constituting the electric utility business conducted by Aquila that serves customers in the State of Kansas (collectively, the "Business"), including without limitation all of Aquila's right, title and interest in, to and under the Franchise Agreement and its plant, facilities, system and operation located in Dodge City;

WHEREAS, following the acquisition of the Business by MKEC, MKEC, Sunflower and the Members desire to consider the transfer and assignment of the electric generation and transmission assets and obligations of the Business to Sunflower, and the transfer and assignment of the electric distribution assets, obligations and

operations of the Business to the various Members, or a subsidiary thereof, including the transfer and assignment of the electric distribution assets, obligations and operations of the Business located in Dodge City to the Victory Electric Cooperative Association, Inc. ("Victory");

WHEREAS, the City has determined that each of MKEC, Sunflower, and Victory is, individually, suitable to carry out the Company's obligations under the Franchise Agreement;

WHEREAS, on July 3, 2006, the City adopted Ordinance No. 3413 which required the City managers approval of plans for implementing certain Victory by-law changes regarding City electric customer's representation on the Victory Board of Trustees, and

WHEREAS, the Victory adopted certain by-law changes on December 20, 2006, to insure fair representation of City electric customers on the Victory Board of Trustees; and

WHEREAS, the City has been given certain assurance by Victory regarding the implementation of such by-law amendments, as set out in a letter dated March 1, 2007, and attached hereto, and based on such assurances the City manager has approved the implementation of said by-law amendments as provided in Ordinance 3413:

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

SECTION 1. That the City Commission hereby approves and consents to the transfer, assignment and sale of the Business by Aquila to MKEC, including without limitation all of Aquila's right, title and interest in, to and under the Franchise

Agreement and in and to its electric plant, facilities, system and operation located in Dodge City, effective as of the Effective Time (as defined in the Asset Purchase Agreement) which Effective Time shall not be later than 180 days from the date of the City's approval of this Ordinance; Provided further that within 30 calendar days following the Effective Time Aquila and MKEC will provide written notice of the successful closing of the Asset Purchase Agreement and MKEC's acceptance of the Franchise Agreement obligations as the assignee under the Franchise Agreement.

SECTION 2. That subject to the provisions set forth herein, the City Commission hereby approves and consents to, for all purposes under the Franchise Agreement, (1) the transfer and assignment by MKEC of the electric generation and transmission assets, obligations and operations of the Business, including the electric generation and transmission assets and operations in Dodge City, to Sunflower, and (2) the transfer and assignment by MKEC of the electric distribution assets, obligations and operations of the Business to the various Members, including the transfer and assignment by MKEC of the electric distribution assets, obligations and operations of the Business located in Dodge City to Victory, in each case effective upon the date specified in written notice by MKEC to the City; Provided, however, that in the event of the transfer and assignment to Victory Electric by MKEC, the customers of Victory Electric within the limits of the City of Dodge City shall be entitled to all of the incidents of membership provided in the Bylaws of Victory Electric including, but not limited to, the provisions of Article IV, Section 2 of the By-Laws regarding representation on the Board of Trustees by inclusion in a district which elects a member or members to the Board of Trustees; Provided further, that the procedures adopted and implemented by Victory to facilitate the above described representation as setout in the attached letter dated March 1, 2007 have been

approved by the city manager as a condition precedent to the approval and consent of the City as set forth in (2) above of this Section 2.

SECTION 3. That the City Commission hereby directs the City Clerk to send written notice of the City Commission's approval of the Franchise Agreement to Victory and obtain Victory's written approval and acceptance of the duties, obligations, terms and conditions as set out in the Franchise Agreement and this Ordinance.

SECTION 4. Ordinance No. 3413 is hereby repealed.

SECTION 5. That this Ordinance is adopted this 19th day of March, 2007, and shall become effective upon the date of publication in official city paper.

Jim Sherer, Mayor

ATTEST:

Nannette Pogue, City Clerk



OFFICE OF THE CITY ATTORNEY
C/O Williams Law Firm
P.O. Box 39
Dodge City, KS 67801
Phone: 620/225-4168
FAX: 620/225-7261

March 1, 2007

Terry Janson, Manager
VICTORY ELECTRIC COOPERATIVE ASSOC.
Dodge City, Kansas 67801

RE: Approval of Electric Franchise Assignment to Victory Electric Cooperative

Dear Terry:

As we have discussed, the ordinance giving final City approval of the Assignment by Utilicorp (Aquila), of the electric franchise for service to the City of Dodge City to MKEC, and subsequently to Victory Electric Cooperative will be on the commission agenda for the March 19 city commission meeting. As you are aware, the interim approval ordinance adopted last July provides that the City's final approval of the assignment of the electric franchise to Victory is subject to the prior approval of the city manager regarding the procedures adopted by Victory in order to provide City electric consumers fair and equal representation as members of the Victory Electric Cooperative.

The purpose of this letter is to provide my approval of those procedures based upon our discussions related to the actual implementation of the most recent Victory Electric Cooperative bylaws adopted by the membership on December 20, 2006. Following is a summary of our discussions and the understanding reached with regard to representation of Victory Electric consumers residing within the corporate limits of the City of Dodge City:

- By virtue of receipt of Victory Electric Service, each City resident receiving such electric service shall automatically become a member of the Victory Electric Cooperative without the necessity of an individual membership application as provided in Section 1 of Article I of the Bylaws, and as such will assume the duties and receive the benefits of such membership.
- Pursuant to Section 5 of Article III, the city manager or designee shall represent the City as a corporate member for the purpose of casting the City's membership vote.
- Pursuant to the provisions of Section 2 of Article IV, the cooperative service territory will be divided into 10 districts one of which shall consist of all electric customers within the corporate limits of Dodge City. Each district will be represented by one trustee on the Board of Trustees, except for the Dodge City district which shall be represented by three members on the Board of Trustees in order to accommodate geographic continuity, population and the interest of rural, suburban, municipal,

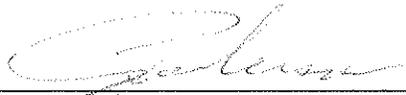


commercial and industrial members. As we discussed, if at some point in the future the Board of Trustees deems it appropriate and necessary to again reconstitute the districts in a manner which would alter the new configuration of the membership of the Board of Trustees, such reconstitution of districts would involve assurances of adequate and appropriate representation of the Dodge City district members on the Board of Trustees which would maintain the same proportionate representation as the member district plan called for by the current bylaws, as amended.

- Pursuant to the provisions of Section 3 of Article IV regarding election of members of the Board of Trustees, we have agreed that the city manager will be consulted and provide initial input regarding the initial appointment of the three trustees to represent the Dodge City district, one for a term of three years, one for a term of two years, and one for a term of one year. Thereafter, as the initial terms expire the vacancy shall be filled by the Dodge City members on an annual basis. In the event of a vacancy in any Dodge City trustee position, the city manager will be consulted and provide input regarding the appointment a district member to fill the un-expired term resulting from such vacancy.

In consideration of the implementation of the forgoing provisions, I am pleased to provide this letter as certification of approval of the franchise assignment to Victory Electric Cooperative as provided in ordinance number 3430.

City of Dodge City, Kansas,
a municipal corporation:

By: 

Jeff Pederson, City Manager

Victory Electric Cooperative

By: _____
Jerry King, Authorized Representative

Memo

To: Mayor and City Commission
From: Jane Longmeyer, Administrative Assistant 
CC: Jeff Pederson, City Manager
Jan Stevens, CVB Director
Date: March 12, 2007
Re: Appointment to fill vacant position on CVB Advisory Board

An application has been received by Colleen Hastings of Dodge City Roundup to fill a recent vacant term on the Convention & Visitors Advisory Board. Paul Lehmkuhler submitted his resignation from the Board which filled an attraction position. During the recent solicitation of applications at the beginning of the year, there were no applications received for the attraction category that were not appointed. We recommend the appointment of Colleen Hastings to fill the vacant attraction position on the CVB Advisory Board. Please contact us if you have any questions or need further information..



Dodge City
K A N S A S
Convention & Visitors Bureau

Community Advisory Board Application Form

Name: Colleen Hastings Occupation: Admin. Assistant
Address: PO Box 503 Dodge City Phone: 225-2244
E-mail: colleen.hastings@hotmail.com

Educational Background:

School	Dates Attended	Area of Study/Degree
Brighton HS	graduated 1977	
Ft. Hays State Univ.	1980-82	Marketing
DCCC	intermittently 1990-2000	Marketing & Education

Work History:

Job & Title	Dates of Employment
Admin. Assistant - Dodge City Reinman	Oct 1994 - Nov 1998 / Jan 2000 - current
RSVP Director - DCCC	Nov 1998 - Feb 2001

The Convention & Visitors Bureau Advisory Board has representatives from various organizations and the service industry. Please check the appropriate box of the sector you represent.

- Hotel/Restaurant/Hospitality (2)
- Tourist Attraction (0)
- Dodge City Area Chamber of Commerce (0)
- At-Large (3)
- Dodge City/Ford County Development Corporation (1)

To the best of your knowledge, would the appointment of you to the Convention & Visitors Bureau Advisory Board create any conflicts of interest due to your employment or business endeavors? If yes, explain:

No

Have you ever served on any advisory board, committee, etc. of another public body? If yes, please share your experiences:

Reinman Board, United Way Board, United Way
Allocations Committee, various church boards

Tell us what other qualifications you have which you feel qualify you for appointment:

A passion for the success of our community, particularly where tourism and tourism development are concerned. Desire to share what we have in Dodge City to the world!
My current job, as well.

Colleen Hastings

03-07-07

Signature

Date

Please return to City Manager's Office, City Hall, PO Box 880, Dodge City, KS 67801-0880

**City of
Dodge City**



Department of Police
110 W. Spruce
Dodge City, Kansas 67801 - 4423
Phone (316) 225-8126
FAX (316) 225-8117

March 5, 2007

To: Jeff Pederson
Nannette Pogue

From: John K. Ball

RE. Suspension of License for Local Businesses

Per the Code of the City of Dodge City, the governing body has the authority to suspend the license of a business that violates any provisions of the City Code, including sale to a minor (3-209 and 3-311). It is the request of the Police Department that the following businesses be suspended for a period of one week as a result of the conviction for sale to a minor.

1. South Dodge Shamrock 302 W. 2nd
2. W. Kwik Shop 1500 W. Wyatt Earp
3. J.T.'s Conoco 609 S. 2nd

It is requested that the following business be suspended for a period of fifteen days for a second conviction of the ordinance involving sale to a minor.

1. Gene's Heartland 1800 Central Ave.

On December 3, 2006 a clerk at Watersports Campground was cited for sale of cereal malt beverage on Sunday. The clerk was found guilty December 12, 2006. On July 3, 2006 a clerk at Watersports Campground was cited for sale of cereal malt beverage to a minor. The clerk was found guilty December 20, 2006. It is requested that Watersports Campground be suspended for a period of 15 days for the two violations.

On November 27, 2006 the owner of El Coyotes bar was cited for after hours sale of alcohol. He was found guilty on December 19, 2006. It is requested that El Coyotes be suspended for a period of one week.

John K. Ball
Chief of Police

A handwritten signature in black ink, appearing to read 'John K. Ball', written over the typed name and title.

Memorandum

To: Jeff Pederson, City Manager
From: Joe Finley, Director of Public Works and
Ken W. Strobel, City Attorney
Date: March 9, 2007
Subject: Sale of Wastewater Treatment Plant Property to Nicholsons

Jeff:

Enclosed is a copy of a Real Estate Contract between the City and NV Ranch and Nicholson Ventures regarding the sale by the City to Nicholsons of two tracts of property located directly south of the new lagoon at the wastewater treatment plant. The City purchased this property several years ago to accommodate the recent expansion of the treatment plant. Nicholsons have been farming that portion of the property not needed for the plant expansion under a farm lease with the City. Nicholsons approached the City with a proposal to purchase the property and include the same as part of the land application program used to dispense the City's treated wastewater.

After several months of negotiation, the City representatives and the Nicholsons have reached an agreement whereby Nicholsons would purchase the property at approximately the same price the City originally paid for the property, but which would allow the City to repurchase the property if needed for future expansion of the wastewater treatment plant within the next ten years. If a City repurchase of the property occurs within the next three years, the City would pay Nicholsons the same price the Nicholsons are paying to purchase the property from the City. If the repurchase occurs after the initial three years of the agreement, the City would pay the prevailing market price for "dry land" crop ground as established by an appraisal.

The agreement provides an opportunity for the City to recoup a portion of the costs of the wastewater treatment plant expansion, while at the same time the agreement protects the City from having to pay a premium price for the property if needed in the near future for additional plant expansion. In addition, the agreement commits Nicholsons to include the property in the wastewater disposal program allowing for more acreage over which to disperse the City's treated wastewater.

Staff recommends commission approval of the agreement at the March 19, 2007, commission meeting. In the meantime, if you or any of the commissioners have any questions, please feel free to contact one of us.

KWS/skp

REAL ESTATE CONTRACT

THIS REAL ESTATE CONTRACT (the "Contract") is made by and among the **City of Dodge City, Kansas**, a Kansas municipal corporation ("Seller") and **NV Ranch, LP**, a Kansas limited partnership, and **Nicholson Ventures**, a Kansas general partnership (together, "Buyer"), effective as of the date this Contract is fully executed by the last of Seller and Buyer to sign (the "Effective Date").

WITNESSETH:

In consideration of the mutual covenants and promises herein contained, and intending to be legally bound hereby, Seller and Buyer hereby agree as follows:

SECTION 1: AGREEMENT TO SELL AND PURCHASE.

Subject to the terms and provisions of this Contract, Seller hereby agrees to sell to Buyer and Buyer hereby agrees to purchase from Seller certain unimproved real property in the State of Kansas, County of Ford, comprised of:

- (a) approximately 171.325 acres, as legally described in Exhibit "A" which is attached hereto and incorporated herein by this reference ("Parcel A"); and
- (b) approximately 162.504 acres, as legally described in Exhibit "B" which is attached hereto and incorporated herein by this reference (the "SW Quarter");

together with any rights and interests appurtenant thereto (collectively, the "Property").

SECTION 2 PURCHASE PRICE.

Subject to Section 2(b) below, the total purchase price (the "Purchase Price") for the Property shall be approximately One Hundred Eighty-Nine Thousand Four Hundred Ninety-Five and 23/100 Dollars (\$189,495.23), calculated as the sum of the purchase prices for Parcel A and the SW Quarter, respectively, calculated as follows:

- (a) the purchase price for Parcel A shall be \$514.50 per acre of Parcel A, less two (2) acres in Parcel A for the Victory Electric facilities described in Section 3(a) below, for a total of \$87,117.71; and
- (b) the purchase price for the SW Quarter shall be \$630.00 per acre for a total of \$102,377.52.

The Purchase Price shall be paid in the form of a cashier's check or wire transfer payable to and delivered to the Title Company (defined hereafter) at or before the Closing (defined hereafter). The exact amount of this payment required at Closing shall be the difference between the Purchase Price and the total amount of adjustments set forth in other subsections of this Contract.

SECTION 3: TITLE AND SURVEY MATTERS.

(a) Seller and Buyer acknowledge that Seller has provided an updated boundary survey of the Property (the "Survey"), prepared by a licensed Kansas surveyor, which: (1) shows all boundary lines of the Property and the location of Victory Electric's substation facilities; (2) is intended to enable the Title Company to issue the Title Policy without exceptions as to survey matters, except for those matters disclosed on the Survey and acceptable to Buyer; and (3) indicates the legal description of the Property, the physical character of all Property lines (fences, roads, and the like), the location of all rights of way and easements, the location of all utility lines and facilities, and contains the surveyor's certification as to the number of gross acres contained within the perimeter boundaries of the Property. The cost of the Survey shall be shared equally by Seller and Buyer.

(b) Within fourteen (14) days after the Effective Date, Seller shall deliver to Buyer a title commitment for an owner's policy of title insurance (the "Title Commitment") respecting the Property issued by High Plains Land and Title (the "Title Company"). The Title Commitment shall reflect the Title Company's obligation to issue on the Closing Date (defined hereafter) an owner's policy of title insurance in the amount of the Purchase Price insuring in Buyer good and marketable fee simple title to the Property, free and clear of all liens, encumbrances, easements, conditions, or restrictions, except as otherwise specified herein (the "Title Policy").

(c) Should Buyer notify Seller of any matter contained in the Title Commitment or the Survey affecting title to the Property to which Buyer reasonably objects, Seller shall have until the Closing Date to correct such defect (the "Cure Period"). If Seller does not correct all such defects by the Closing Date, Buyer shall have the right (but not the obligation) to: (i) accept title to the Property subject to such matters; (ii) grant an extension of time to cure said matters; or (iii) cancel and terminate this Contract and receive a refund of all sums paid to Seller or deposited with the Title Company pursuant to this Contract.

SECTION 4: CLOSING.

(a) The closing of the transaction contemplated herein shall take place at the office of the Title Company on or before March 26, 2007 (the "Closing" or "Closing Date"), or at such other time or place as the parties may hereafter agree; subject, however, to the contingencies set forth in Section 6 below.

(b) This Contract, together with any non-conflicting standard conditions of Closing shall govern the terms of the Closing referenced throughout this Contract; provided, however, that the undersigned parties shall execute a separate closing agreement consistent with the terms hereof if required by the Title Company.

(c) At or before the Closing Date, Buyer shall pay the Purchase Price in accordance with Section 2 hereof and Seller shall execute, acknowledge, and deliver to the Title Company or the Buyer: (i) a General Warranty Deed (the "Deed") suitable for recording and conveying to Nicholson Ventures for a term of ten (10) years, and to NV Ranch, LP the remainder thereafter, good, marketable, and indefeasible fee simple title to the Property, subject only to taxes not yet due and payable as of the Closing Date and any other encumbrances expressly approved by

Buyer in writing; and (ii) all closing documents and affidavits reasonably requested by the Title Company. On the Closing Date, Seller shall deliver the Title Policy and possession of the Property to Buyer.

(d) The premium to have the Title Company issue the Title Policy in accordance with the Title Commitment, as well as the cost of the Title Commitment, if any, shall be shared equally by Buyer and Seller, and the parties shall jointly sign and deliver a closing statement. The expense of recording the Deed shall be paid by Buyer, and any other fees imposed to close the transaction by the Title Company shall be equally divided between Seller and Buyer. Any additional costs shall be paid for by Buyer. Seller shall pay all real estate taxes, insurance premiums, utility charges, installments of special assessments, and any other ordinary expenses relating to the Property that become due prior to Closing. Buyer shall pay all such costs and expenses becoming due after the Closing, except as set forth herein. The following items shall be prorated between Seller and Buyer as of the Closing: all general state, county, and local real estate taxes and any installments of special assessments for the year in which Closing occurs on the basis of that year's (or, if the same are unavailable, the previous year's) tax and assessment figures. Buyer shall also be credited the sum of \$2,000.00 at Closing in consideration of Buyer's reasonable costs and expenses (including attorney's fees) in negotiating for and documenting all necessary easements or other agreements for Victory Electric's substation.

SECTION 5: REPRESENTATIONS BY SELLER.

(a) As a material inducement for Buyer to enter into this Contract, from the date hereof to the Closing Date, Seller represents, warrants, and covenants that it shall:

- (i) observe and perform all of the terms, covenants, and conditions, of any other agreement affecting the Property;
- (ii) neither enter into any leases or agreements providing for use or occupancy of, or access through, the Property, or any portion hereof, or assign, modify, amend, renew, extend, or terminate any existing leases, easements, or similar agreements, without in each case the prior written consent of Buyer;
- (iii) neither encumber the Property with any lien, mortgage, restriction, or encumbrance, nor alter, amend, or modify any existing lien, mortgage, restriction, or encumbrance on the Property, without in each case the prior written consent of Buyer; and
- (iv) send Buyer copies of any notices Seller may receive relating to violations of contract, law, insurance, litigation, condemnation or title matters respecting the Property.

(b) As a material inducement for Buyer to enter into this Contract, Seller represents and warrants as to the Property that:

- (i) Seller owns, and will own on the Closing Date, the entire interest in the Property and has the full power and authority to enter into this Contract

and convey the Property to Buyer in accordance with terms of this Contract;

- (ii) Seller has no knowledge of any pollutants, contaminants, hazardous or toxic wastes in, on or underlying the Property, and Seller has not received any notice from any governmental authority with respect thereto;
- (iii) Seller has neither stored any hazardous substance (as that term is defined in the Comprehensive Environmental Response Compensation and Liability Act of 1980, as may be amended, 42 U.S.C. 960 et seq.) or toxic materials on, in or under the Property or permitted the Property to be used for storage of the same, nor does Seller have knowledge of any prior storage of hazardous materials or toxic substances on, in or under the Property;
- (iv) no litigation or similar proceeding is currently pending or, to Seller's best knowledge, has been threatened, respecting or affecting the Property;
- (v) Seller has not received any notices from any city, county, or other governmental authority of zoning, building, fire or health code violations in respect to the Property which have not been theretofore corrected; and
- (vi) there are no leases in effect respecting the Property, or any part thereof, except for the existing lease of the Property to Nicholson Ventures.

(c) In the event Seller breaches any of the above representations, warranties or covenants, or if any such representations or warranties were untrue when made or are untrue as of the Closing Date, Buyer may terminate this Contract, receive a refund of all sums paid to Seller or deposited in escrow, and, in addition, pursue any other available remedy.

(d) Notwithstanding Section 5(b)(ii) and (iii) above, Buyer acknowledges that certain sludge deposits from Seller's wastewater treatment reservoirs have been, on occasion, applied to certain portions of the Property. Seller shall provide Buyer with those environmental assessments or reports in its possession regarding the impact of the foregoing. Seller shall indemnify, defend, and hold Buyer harmless from and against any and all third-party claims or causes of action alleging any claims, loss, damage, and expenses arising from Seller's deposits of sludge on the Property, except for third-party claims or causes of action brought by entities under common ownership or control with that of Buyer.

SECTION 6: CONTINGENCIES.

(a) Inspection of Property. Notwithstanding anything to the contrary contained in this Contract, Buyer shall have, at Buyer's sole expense and until the Closing Date, the right to examine and inspect all physical items and conditions relating to the Property; provided that, if Buyer is not reasonably satisfied with the results of any such inspection, or if evidence of hazardous wastes or toxic substances on, in or under the Property shall have been discovered as a result of such inspection, Buyer shall be entitled to terminate this Contract by written notice to Seller and receive a return of any sums paid to Seller or deposited in escrow and the parties

hereto shall thereafter be released from any and all obligations under the terms of this Contract. Buyer agrees at its sole cost and expense to repair any damage to the Property caused by Buyer's examinations and inspections.

(b) KDHE Approvals. Seller and Buyer shall fully cooperate with one another to obtain from the Kansas Department of Health and Environment, and other appropriate governmental regulatory agencies, all approvals required for the land application of wastewater on the Property. Subject to Section 14 below, if such approvals are not obtained prior to the Closing through no fault of Seller or Buyer, then either party may, at its option, terminate this Contract. In that event, Buyer shall receive a return of any sums paid to Seller or deposited in escrow and the parties hereto shall thereafter be released from any and all obligations under the terms of this Contract.

SECTION 7: POSSESSION.

Seller shall be entitled to possession of the Property until the Closing Date; provided, however, that prior to Closing, Buyer, or its agents, shall have the right to enter upon the Property to make soil tests and any other studies and examinations; provided Buyer shall not unreasonably interfere with Seller's use of the Property. On the Closing Date, Seller covenants to deliver possession of the Property to Buyer free and clear of all tenancies and parties in possession, except as may otherwise be expressly provided herein.

SECTION 8: DAMAGE.

If at any time prior to any Closing Date any part of the Property or improvements thereon shall be damaged or destroyed, Seller shall promptly give written notice thereof to the Buyer general describing the nature and extent of such damage. In such event, the Closing Date then in effect shall automatically be extended, without notice or the payment of consideration, until the thirtieth (30th) day after Buyer is notified of the amount of the insurance proceeds to be paid with respect to such damage. Until such date, Buyer shall have the option exercisable by written notice to Seller, to: (a) rescind this Contract, whereupon any earnest money shall be refunded to Buyer and thereupon Seller and Buyer shall be relieved of all further liability hereunder; or (b) proceed with the performance of this Contract. If Buyer elects to proceed with the performance of this Contract, Buyer shall be entitled to a credit against the Purchase Price for all insurance proceeds payable to the Seller on account of the subject (if the amount of such proceeds has been determined) or an assignment of all future proceeds for claims), as the case may be.

SECTION 9: NOTICES.

All notices which are required to be given hereunder shall be sufficiently given if sent by messenger, overnight courier or certified United States mail, return receipt requested, to the party for whom intended at the address of such party as follows (or at such other address of which such party shall have given written notice in the manner provided herein):

If to Seller: City of Dodge City, Kansas
 Attn. City Manager
 806 2nd Avenue
 Dodge City, Kansas 67801

With a Copy to: Mr. Ken Strobel
Williams Strobel Malone, and Ralph P.A.
617 N. 2nd Avenue
Dodge City, Kansas 67801

If to Buyer: NV Ranch, LP
Attn. DeKeta S. Schuckman
11089 Whirlwind Road
Dodge City, Kansas 67801

With a Copy to: Mr. David E. Waters
Lathrop & Gage L.C.
10851 Mastin Boulevard, Suite 1000
Overland Park, Kansas 66210-1669

Notices shall be deemed given on the date delivered by messenger or on the date deposited with the United States mail or overnight courier service, as the case may be. When a date specified herein falls upon a Saturday, Sunday or national holiday, the following Monday or the day after such holiday shall be used for purposes of this Contract.

SECTION 10: OPTION TO REPURCHASE.

In further consideration for entering into this Contract and for other good and valuable considerations, the receipt and adequacy of which is hereby acknowledged, Buyer hereby grants to Seller the exclusive option to repurchase the Property, and not less than all of the Property, upon the terms and conditions set forth in Exhibit "C", which is attached hereto and incorporated herein by this reference, in the event that Seller determines an expansion, renovation or modification of Seller's adjoining wastewater treatment facility is necessary (the "Option to Repurchase"); provided that, Seller may only exercise the Option to Repurchase by providing written notice of such exercise to Buyer on or before the date that is ten (10) calendar years after the Closing Date described in Section 4 of this Contract. In the event that Seller provides such notice, the Option to Repurchase shall be deemed exercised, and the terms set forth on Exhibit C shall control the repurchase of the Property. The parties hereto acknowledge and agree that the execution of this Contract shall be evidence and shall control the repurchase of the Property, and no further documentation except as set forth herein shall be required.

SECTION 11: RESTRICTIONS ON USE OF PROPERTY.

(a) Buyer shall acquire and install on the Property such irrigation system or systems as Buyer may deem necessary for irrigation of the Property such that not less than one hundred twenty (120) acres of the Property shall thereafter be available for the application of wastewater from Seller's adjoining wastewater treatment facility by center-pivot or other irrigation structures, as may be appropriate. Buyer acknowledges that Seller may, in the future, require additional easements or right-of-way for the purposes of installing, maintaining, replacing, and operating wastewater irrigation lines, and Buyer agrees to reasonably cooperate with Seller in providing appropriate easements; provided that, any such easements shall be effective only so long as that certain Consolidated Agreement Between City and Landowners dated January 11,

1983, as amended, restated, or supplemented from time to time (the "Consolidated Agreement") remains in effect. Seller shall be responsible for any damages it may cause to the Property or Buyer's crops or improvements thereon arising from Seller's use of the above-described easement, and Seller shall restore the surface contours of the Property.

(b) So long as the Consolidated Agreement is in effect, the parties agree to cooperate and take all reasonably necessary actions so that the Property shall be included as and remain a part of Seller's wastewater treatment project, subject to all terms and conditions of the Consolidated Agreement. During the term of the Consolidated Agreement, Buyer shall not utilize the Property in any manner which would render the Property unsuitable for the application of wastewater.

(c) During the period the Option to Repurchase remains in effect, Buyer shall not, without the prior written consent of Seller (which consent may not be unreasonably withheld or delayed):

- (i) Convey ownership of the Property to any person or entity who is not, at the time of such conveyance, a party to the Consolidated Agreement, other than NV Ranch, L.P.; or
- (ii) Lease or otherwise subject the Property to the control, possession, or use of any person or entity unless such rights are cancelable by Buyer within a one (1) year period of time thereafter; or
- (iii) Voluntarily mortgage the Property as collateral for a financial obligation in excess of the Repurchase Price (as set forth in Exhibit C) or otherwise subject the Property to any lien or encumbrance which cannot be released or terminated by Buyer within a period of one (1) year.

SECTION 12: COMMISSIONS.

Buyer and Seller represent that no broker or agent has participated in any manner in the negotiation of this Contract on behalf of Buyer or Seller, and that any sales commission validly claimed by any broker or agent or any third party claiming under an agreement with Buyer or Seller, respectively, shall be the sole responsibility of Buyer or Seller, respectively.

SECTION 13: SURVIVAL CLAUSE.

The parties agree that the covenants, representations and warranties set forth in this Contract shall survive Closing and the delivery of Deed.

SECTION 14: DEFAULT.

In the event either party defaults in any of the terms and conditions of this Contract, it is agreed that the non-defaulting party shall have the right to collect from the defaulting party all expenses incurred by it as a result of said default, including but not limited to, out-of-pocket expenses, engineering expenses and attorneys' fees at the trial and appellate levels. Except as

otherwise provided herein, the non-defaulting party shall be entitled to bring an action of specific performance or any other actions at law, in equity or both.

SECTION 15: GOVERNING LAW.

This Contract shall be interpreted and enforced according to the laws of the State of Kansas, and shall be construed without regard to any presumption or rule requiring construction against the party causing the instrument to be drafted.

SECTION 16: TIME OF THE ESSENCE, BINDING NATURE.

This Contract shall be binding on the heirs, executors, representatives, successors and assigns of the parties. Time is of the essence in this Contract.

IN WITNESS WHEREOF, the undersigned, having all requisite power and authority, have hereunto executed and delivered this Contract as of the Effective Date.

NV RANCH, LP

CITY OF DODGE CITY, KANSAS

By: Myron L. Nicholson
Myron L. Nicholson
General Partner

By: _____

Name: _____

Title: _____

Date: March 7, 2007

Date: _____

NICHOLSON VENTURES

ATTEST:

By: **Swirling S. Farms, Inc., Partner**

By: DeKeta S. Schuckman
DeKeta S. Schuckman
President

By: _____

Name: _____

Title: _____

Date: March 7, 2007

EXHIBIT A

[Legal Description of Parcel A]

A parcel of land located in the North half of Section 26, Township 28 South, Range 25 West of the 6th P.M., in Ford County, Kansas, being further described as follows:

Beginning at the West quarter corner of Section 26, T28S, R25W, thence N00°34'50"W on the West line of the Northwest quarter for a distance of 677.15 feet; thence N89°18'01"E for a distance of 977.02 feet; thence S86°24'28"E for a distance of 1319.62 feet; thence N51°47'06"E for a distance of 1236.21 feet; thence N33°40'34"E for a distance of 728.44 feet; thence N02°00'29"W for a distance of 663.96 feet to a point on the North line of the Northeast quarter; thence N90°00'00"E on the North line of the Northeast quarter for a distance of 1624.79 feet to a point on the Westerly right of way line of U.S. Highway #283; thence S00°35'12"E on said right of way line for a distance of 2654.39 feet to a point on the South line of the Northeast quarter; thence N89°51'18"W on the South line of the Northeast quarter for a distance of 2622.51 feet; thence N89°51'18"W on the South line of the Northwest quarter for a distance of 2668.54 feet to the Point of Beginning, containing 171.325 acres of land including the county road right of ways.

EXHIBIT B

[Legal Description of the SW Quarter]

The Southwest quarter of Section 25, Township 28 South, Range 25 West, containing 162.504 acres of land including the county road right of ways.

EXHIBIT C

[Option to Repurchase]

1. Repurchase Price.

(a) If the Option to Repurchase is exercised within the first three (3) calendar years after the Closing Date described in Section 4 of the Contract, then the Repurchase Price for the Property, subject to prorations and adjustments as set forth below, shall be: (i) the Purchase Price as established by Section 2 of the Contract; plus (ii) the market value of Buyer's improvements made to the Property and not removed by Buyer from the Property, including but not limited to those for irrigation systems, buildings, structures, and fencing, but excluding terracing, conservation, soil fertility, riparian buffer work; provided that, Seller shall be entitled to require that Buyer remove its above-ground mobile irrigation systems from the Property. Such market value shall be determined by an independent appraiser mutually acceptable to Seller and Buyer.

(b) If the Option to Repurchase is exercised any time after the first three (3) calendar years after the Closing Date, then the Repurchase Price for the Property, subject to prorations and adjustments as set forth below, shall be: (i) the prevailing market value, at the time the Option to Repurchase is exercised, of premium non-irrigated or "dry" crop land in Ford County, Kansas, that is otherwise comparable to the Property; provided that, in no event shall such market value be deemed less than the Purchase Price as established by Section 2 of the Contract; plus (ii) the market value of Buyer's improvements made to the Property and not removed by Buyer from the Property, including but not limited to those for irrigation systems, buildings, structures, and fencing, but excluding terracing, conservation, soil fertility, riparian buffer work; provided that, Seller shall be entitled to require that Buyer remove its above-ground mobile irrigation systems from the Property. The Repurchase Price shall be determined by an independent appraiser mutually acceptable to Seller and Buyer; provided that, in no event shall the prevailing market value described in this Paragraph 1(b)(i) be less than the Purchase Price as established by Section 2 of the Contract.

2. Title Matters.

(a) A sale of the Property pursuant to this Option to Repurchase shall be subject to all rights-of-way, easements and other encumbrances shown in the Title Policy received by Buyer at the time of its purchase of the Property from Seller; together with any other encumbrances arising thereafter relating to the development of the Property (such as, but not limited to, construction easements and utility easements) and Victory Electric's substation; zoning laws, subdivision regulations and other laws and ordinances pertaining to the Property; and all overhead cables, underground conduits, encroachments, and other matters which might be disclosed by an accurate survey, physical inspection of the Property, or examination of utility company records. A sale of the Property shall not be subject to any mortgage lien or other outstanding financial encumbrance upon the Property. In the event of exercise by Seller of the Option to Repurchase at a time during which the Property is subject to a mortgage lien or other financial encumbrance, Buyer shall discharge, satisfy, and obtain a release of the same prior to or as of the Repurchase Closing (defined below); provided further that in the event Buyer fails or

refuses to so discharge such mortgage lien or other financial encumbrance then Seller may, at its option, pay off the same to the extent of the Repurchase Price, and the amount of such payment shall be credited against the Repurchase Price.

(b) Within fourteen (14) days after Seller's exercise of the Option to Repurchase, Buyer shall deliver to Seller a title commitment (the "Repurchase Commitment") for an owner's policy of title insurance respecting the Property being repurchased issued by the Title Company (or another title company reasonably acceptable to Buyer and Seller). The Repurchase Commitment shall reflect the Title Company's obligation to issue at the Repurchase Closing (defined hereafter) an owner's policy of title insurance in the amount of the Repurchase Price insuring in Buyer good and marketable fee simple title to the Property, subject to Paragraph 2(a) and Section 3 of this Exhibit C (the "Repurchase Policy").

3. **Inspection of Property.** Notwithstanding anything to the contrary contained in this Option to Repurchase, Seller shall have, at Seller's sole expense and until the Repurchase Closing Date, the right to examine and inspect all physical items and conditions relating to the Property; provided that, if Seller is not reasonably satisfied with the results of any such inspection, or if evidence of hazardous wastes or toxic substances on, in or under the Property shall have been discovered as a result of such inspection, or if Seller merely elects not to repurchase the Property, then Seller shall be entitled to terminate this Option to Repurchase by written notice to Buyer and receive a return of any sums paid to Buyer or deposited in escrow and the parties hereto shall thereafter be released from any and all obligations or restrictions under the terms of this Option to Repurchase and provisions of the Contract related thereto, and Seller shall have no further right to exercise the Option to Repurchase. Seller agrees at its sole cost and expense to repair any damage to the Property caused by Seller's examinations and inspections.

4. **"As Is" Sale.** Subject to the foregoing, Buyer makes no warranties, representations or statements whatsoever concerning any condition or matter relating to the Property, including such matters as the income or expenses of the Property; title to the Property; legal status of the Property, including the zoning and other restrictions applicable thereto; availability or cost of utilities; environmental condition of the Property; the presence or absence of any hazardous substances, hazardous materials, petroleum, or any substances regulated by federal, state or local law in, on or under the Property; or the physical condition of the Property or any improvements thereon. Seller acknowledges that no agents, employees, brokers or other persons are authorized to make any representations or warranties for Buyer. Any sale of the Property pursuant to the Option to Repurchase shall be "as is" and "where is" and "with all faults." Seller agrees that it relies upon no warranties, representations or statements by Buyer or any other persons for Buyer in exercising the Option to Repurchase or in closing the transactions described herein. Seller agrees and acknowledges that Buyer has relied upon this provision, and that Buyer is entitled to rely upon this provision, as a material part of the inducement to grant the Repurchase Option.

5. **Repurchase Closing.**

(a) The closing of the Option to Repurchase shall take place at the office of the Title Company within thirty (30) days from the date of Seller's exercise of the Option to

Repurchase (the "Repurchase Closing" or "Repurchase Closing Date"), or at such other time or place as the parties may hereafter agree.

(b) This Exhibit C, together with any non-conflicting standard conditions of the Repurchase Closing shall govern the terms of the Repurchase Closing referenced throughout this Exhibit B; provided, however, that the undersigned parties shall execute a separate closing agreement consistent with the terms hereof if required by the Title Company.

(c) At or before the Repurchase Closing Date, Seller shall pay the Repurchase Price in accordance with Paragraph 1 hereof and Buyer shall execute, acknowledge, and deliver to the Title Company or the Seller: (i) a Special Warranty Deed (the "Repurchase Deed") suitable for recording and conveying to Seller good, marketable, and indefeasible fee simple title to the Property, subject only to those matters set forth in this Exhibit C; and (ii) all closing documents and affidavits reasonably requested by the Title Company. On the Closing Date, Buyer shall deliver the Title Policy and possession of the Property to Seller.

(d) The premium to have the Title Company issue the Repurchase Policy, as well as the cost of the Repurchase Commitment, if any, shall be shared equally by Buyer and Seller, and the parties shall jointly sign and deliver a closing statement. The expense of recording the Repurchase Deed and any other fees imposed to close the transaction by the Title Company shall be equally divided between Seller and Buyer. Any additional costs shall be paid for by Seller. Buyer shall pay all real estate taxes, insurance premiums, utility charges, installments of special assessments, and any other ordinary expenses relating to the Property that become due prior to the Repurchase Closing. Seller shall pay all such costs and expenses becoming due after the Repurchase Closing, except as set forth herein. The following items shall be prorated between Seller and Buyer as of the Repurchase Closing: all general state, county, and local real estate taxes and any installments of special assessments for the year in which the Repurchase Closing occurs on the basis of that year's (or, if the same are unavailable, the previous year's) tax and assessment figures.

5. Memorandum of Option. Seller and Buyer shall record with the Register of Deeds of Ford County, Kansas, a memorandum of this Option to Repurchase or other form of affidavit as to equitable interest, which memorandum or affidavit shall describe the parties, the term of the Option to Repurchase, and other minimum information, provided that the financial terms of the Contract or the Option to Repurchase shall not be disclosed. The expense of recording such memorandum or affidavit shall be shared by Seller and Buyer.

INVOICE

Matthews Land Surveys, Inc
5630 Railroad Avenue
Holcomb, KS 67851



Nicholson Ventures
11089 Whirlwind Road
Dodge City, KS 67801

Project # 2006-077

DC Land Purchase

9-7-2006

1.5 Hrs	Revise legals and plat/plot final drawings and ship	\$68.00/hr	\$ 102.00
9 prints		\$ 2.00 each	18.00
	Postage		5.00

Total thru 9-7-2006 \$ 125.00

NV pd 10/23/06

INVOICE

Matthews Land Surveys, Inc
5630 Railroad Avenue
Holcomb, KS 67851

Nicholson Ventures
11089 Whirlwind Road
Dodge City, KS 67801

Project # 2006-077



8-14-2006

32.5 Hrs	Survey Section 26, T28S, R25W	\$68.00/hr	\$ 2,210.00
316 miles	Travel mileage	\$ 0.75/	237.00
2 days	GPS charge	\$100.00/day	200.00
	Materials/copies/etc		43.00
	Land survey reference report filing fee		18.00
	Total thru 8-10-2006		\$2,708.00

DC Ground

NU pd 8/31/06

INVOICE

Matthews Land Surveys, Inc
5630 Railroad Avenue
Holcomb, KS 67851



Nicholson Ventures
11089 Whirlwind Road
Dodge City, KS 67801

Project # 2006-077

2-27-2007

2.25 Hrs	Revise plat in Section 26, T28S, R25W and file at Register of Deeds	\$76.00/hr	\$171.00
	Materials/prints/etc		\$ 55.00
	Filing Fee (Register of Deeds)		\$ 20.00
	Total Due		\$ 246.00

MVR
pd

City of Dodge City

Memorandum

March 12, 2007

TO: Jeff Pederson, City Manager

FROM: Joseph E. Finley, P.E., Director of Public Works 

RE: 14th Ave. Redesign- ST 0508

Several weeks the commission directed staff to redesign 14th Avenue to include a fifth-lane throughout the entire project. As you recall the original design had a fifth lane from Comanche St. to just north of the south Hobby Lobby entrance, and a turning lane at the entrances to DCCC.

The redesign will require our consultant BHC Rhodes to re-survey the section of roadway from Hobby Lobby to US-50. When the original design was presented and approved by the commission, very little surveying was required since no additional widening or storm drainage improvements were necessary.

BHC Rhodes is requesting an additional \$46,800.00 to complete the required survey, redesign and plan preparation. Staff would recommend approval of this contract change as submitted. Should you have any questions, please let me know.

JF/jlg

March 9, 2007

Mr. Joe Finley, P.E.
Director of Public Works
City of Dodge City
806 2nd Avenue
Dodge City, Kansas 67801-0880

Re: 14th Avenue Improvements (Comanche to US 50) – Project ST 0508
Additional Design and Plan Preparation

Dear Mr. Finley:

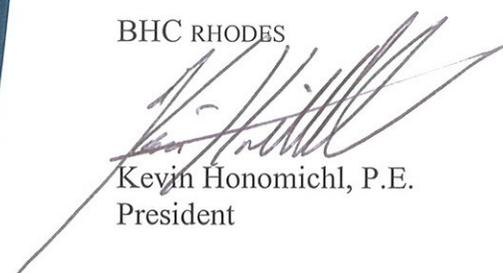
Please find the enclosed proposal for the additional design and plan preparation services you requested for the above referenced project. In order to complete these additional services, as identified in the attached itemized Design Services Estimate, we are requesting an additional Forty-Six Thousand Eight Hundred Dollars (\$46,800.00) in compensation paid on a percent complete lump sum basis. This modification would increase our previously contracted upper limit of compensation from \$91,370.00 to \$138,170.00.

We greatly appreciate the opportunity to serve you further on this project. Please contact us if you have any questions about the attached scope or if you need anything else.

This proposal represents the entire understanding between you and us in respect to this additional work and is based upon our previous contract dated August 15, 2005. Your signature below will serve as your acknowledgement of our amended agreement.

Best regards,

BHC RHODES


Kevin Honomichl, P.E.
President

Attachment

APPROVED: _____

(date)

CITY OF DODGE CITY, KS

By: _____

Proposed Tasks	Job Titles				Total Labor Costs	Direct Expenses	Total Fee	Total MHS
	Project Manager 130	Project Engineer 105	Senior Designer 95	Design Tech. 75				
1 Recover & set additional project control & benchmarks as needed	2				740	200	\$ 940.00	10
2 Additional design surveys for modifications listed below	8			2	5,030	1,800	\$ 6,830.00	74
3 Process survey and update project mapping	1			20	1,750		\$ 1,750.00	23
4 5-Lane Section (Burkhardt to US 50)								
a. Modify Horizontal Alignment to extend 5-lane section N. to US 50	2		2	4	750		\$ 750.00	8
b. Modify Typical Sections	1	2		4	640		\$ 640.00	7
c. Modify Pavement Layout & Geometry per 5-lane section	6		12	16	3,120		\$ 3,120.00	34
d. Revise Sidewalk & Driveway Locations	2		2	4	750		\$ 750.00	8
e. Revise Driveway Profiles as needed	1	4		2	700		\$ 700.00	7
f. Modify Plans / Profiles per change to 5-lane section	8	4	4	40	4,840		\$ 4,840.00	56
g. Extend Storm Sewer Inlet/Outlet Pipe(s) as needed	1	2		2	490		\$ 490.00	5
h. Revise Cross Sections & Grading Limits	2		2	12	1,350		\$ 1,350.00	16
i. Modify Traffic Control Plans per 5-lane section	2		6	16	2,030		\$ 2,030.00	24
j. Modify Pavement Marking Plan	2		4	8	1,240		\$ 1,240.00	14
5 Traffic Signal Design (Soule Intersection)								
a. Signal Design	4		8	16	2,480		\$ 2,480.00	28
b. Wiring Diagram	2		6	8	1,430		\$ 1,430.00	16
c. Detail Sheets			4	4	680		\$ 680.00	8
d. Quantities	2		4	8	1,240		\$ 1,240.00	14
6 Comanche Street & 14th Avenue Sidewalk Modifications								
a. Design & Plans for reconfiguration of sidewalk ramps at intersection	4		4	2	1,050		\$ 1,050.00	10
b. Pavement Marking Plan for revised crosswalks	1		4	2	660		\$ 660.00	7
7 Traffic Signal Modification (Comanche)								
a. Signal Design	2		8	12	1,920		\$ 1,920.00	22
b. Wiring Diagram	2		4	8	1,240		\$ 1,240.00	14
c. Detail Sheets			2	4	490		\$ 490.00	6
d. Quantities	2		2	6	900		\$ 900.00	10
8 Miscellaneous Plan Modifications (Radio Shack Entrance, Sewer Stubs, Business Access Signs, Optional Entrance near Hi St.)	8			8	1,640		\$ 1,640.00	16
9 Includes two meetings with staff / commissioners with exhibits	20			4	2,900	800	\$ 3,700.00	24
10 Submit Revised Final Plans	1			2	280	250	\$ 530.00	3
11 Revise or add legal descriptions & exhibits for takings on up to 10	2			8	1,100	50	\$ 1,150.00	14
Revise quantities & cost estimate								
Update contract documents								
12 Provide Plans and Specifications for Bidding	4			4	820	100	\$ 920.00	8
13 Provide Limited Support During the Bidding Process (Maintain Bid Holder List, Issue Addendums, Answer RFI from Contractors)	8			4	1,340		\$ 1,340.00	12
TOTAL ADDITIONAL DESIGN & PLAN PREPARATION	100	12	78	230	43,600	3,200	\$ 46,800.00	498

Assumptions:

Assumes utilizing existing underground conduit system for Comanche Signal Modification
 Does not include any street geometric modifications at Comanche
 Does not include any temporary signal layout or plans
 Includes removing recommended entrance improvements and markings for left turn conflict at DCCC Entrance & using standard center turn lane.

Schedule:

Submit Revised Final PS&E Plans within 90 days of authorization