

COMMISSION Work Session
May 1, 2006 - 6:00 p.m.
Police Department

Commission tour of Police Department facility.

AMENDED COMMISSION AGENDA

May 1, 2006 - 7:00 p.m.

Commission Chambers

MEETING NO. 4650

CALL TO ORDER

ROLL CALL

INVOCATION by Rev. Lanny Bollicker of First Church of God

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Mental Health Month

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

City of Character Trait for May - Discretion

CONSENT CALENDAR

1. Approval of Minutes of Regular Meeting of April 17, 2006
2. Approval of payment of bills.
3. Approval of contract with for fireworks show for the July 4th celebration.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of appointments to Commission vacancies on the Convention & Visitors Bureau Advisory Board and Dodge City/Ford County Economic Development Corporation Board. Report by City Manager, Jeff Pederson.
2. Approval of appointment to vacancy on the Convention & Visitors Bureau Advisory Board. Report by City Manager, Jeff Pederson.
3. Approval of bid for dump truck/snow plow for Street Department. Report by Director of Administration, Mike Klein.

4. Approval of proposal from Professional Engineering Consultants to develop water rights, refurbish two water wells and treat or move 2 water wells. Report by Public Works Director, Joe Finley.
5. Approval of bid for 2006 Asphalt Street Reconstruction. Report by Public Works Director, Joe Finley.
6. Approval of bid for widening and drainage improvements to Avenue A. Report by Public Works Director, Joe Finley.
7. Approval of Civil Rights/Housing Policy. Report by Director of Special Projects/Assistant to the City Manager, Ryan Carpenter.
8. Approval of Land Acquisition Agreements for West Wyatt Earp Reconstruction Project. Report by Public Works Director, Joe Finley.

OTHER BUSINESS

Commissioners
City Manager

ADJOURNMENT

PROCLAMATION

WHEREAS: As many as 8 million Americans who have serious mental illnesses do not receive adequate treatment each year; and

WHEREAS: Mental health conditions are the second leading cause of workplace absenteeism; and

WHEREAS: People who receive treatment for depression are two-thirds less likely to miss work days due to illness; and

WHEREAS: only about 21% of children in the United States who need mental health services actually receive them.

WHEREAS: untreated and mistreated mental illness costs the United States \$105 billion in lost productivity each year, and U.S. businesses foot up to \$44 billion of the bill; and

WHEREAS: The total healthcare costs for workers who receive treatment for depression and have complete remission of symptoms are two-thirds less than the medical costs of untreated individuals.

WHEREAS: regular physical exercise can help people reduce stress, depression and anxiety, and enable them to better cope with adversity.

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Dodge City, I do hereby proclaim the month of May, 2006, as

NATIONAL MENTAL HEALTH MONTH

in Dodge City and urge all citizens to be aware that mental health is as important as physical health.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 1st day of May, 2006.

Mayor

SEAL

Nannette Pogue, City Clerk

MINUTES
April 17, 2006 - 7:00 p.m.
MEETING NO. 4649

MAYOR Terry Lee called the regular meeting to order at 7:00 p.m.

RESPONDING TO ROLL CALL were Mayor Lee, Commissioners Jim Sherer, Mark Pingsterhaus and Mike Nelson. Reported absent was Commissioner Kimminau.

New Commissioners Rick Sowers, Kent Smoll, and Jim Lembright were introduced and sworn in.

Commissioner Lembright moved to appoint Jim Sherer as Mayor, Kent Smoll seconded the motion and it was approved by a vote of 4-1 with Commissioner Lee voting nay. Commissioner Kent Smoll was appointed as Vice-Mayor on a motion by Commissioner Lee, seconded by Commissioner Lembright, by unanimous vote.

Mayor Sherer recognized out going Commissioners Nelson, and Pingsterhaus with a plaque and the community's thanks.

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

The Invocation was given by Rev. Kirk Larson of Grace Community Church

The PLEDGE OF ALLEGIANCE was recited.

A Public Hearing for a Department of Justice Grant Application was opened. Police Chief, John Ball spoke regarding the \$14,548 grant for a latent fingerprint work station. The Public Hearing was closed.

PETITIONS & PROCLAMATIONS

Mayor Jim Sherer read a proclamation naming April 28, 2006 Arbor Day in Dodge City.

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

Ben Looney, Project Manager for OMI, presented an award to the City for Plant of the Year from Kansas Water & Environment Association.

The CONSENT CALENDAR was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, by unanimous vote. Commissioner Lembright asked about hotel bills for 2 City Commissioners that attended the NLC Conference in Washington, D.C. and why one was approximately \$500 higher. Lee responded that he went 2 days early to attend a leadership conference.

1. Approval of Minutes of Regular Meeting of April 3, 2006
2. Approval of payment of bills.
3. Approval of contract with D & J Shows for small amusement rides and concessions in Wright Park.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. City Manager, Jeff Pederson presented a proposed Sidewalk Replacement Incentive Program for possible implementation. Commissioner Smoll moved to approve the program as presented. Commissioner Lee seconded the motion which passed unanimously. Staff was directed to obtain feedback from citizens during the year.
2. Development Services Director, Mike Gurnee gave an update on the Property Maintenance Program utilized by the City.
3. Commissioner Sowers was appointed as the Commission Representative to the Community Facilities Advisory Board on a motion by Commissioner Lembright, seconded by Commissioner Smoll, by unanimous vote. City Manager, Jeff Pederson, suggested the City and County Commissions solicit applications for an appointment to fill Sowers 'at large' position on the CFAB.
4. A bid for rescue vehicle for the Fire Department from Anchor Richey of Hickory, NC in the amount of \$149,887.45 was approved on a motion by Commissioner Lembright, seconded by Commissioner Sowers, by unanimous vote.
5. A bid for fairway mower for the Golf Course from Kansas Golf and Turf in the amount of \$36,898 was approved on a motion by Commissioner Smoll, seconded by Commissioner Lembright, by unanimous vote.
6. Land acquisition agreements for property and relocation costs with Bradley & Tammy Bird (\$1005.67/relocation); Bill Merhoff DBA Cowboy Supply (\$10,000/relocation) and J. Larry Fugate and Dana Fugate (\$70,000/land) for the Wyatt Earp Reconstruction Project were approved on a motion by Commissioner Smoll, seconded by Commissioner Lembright, by unanimous vote.
7. Commissioner Lee presented a proposal to bring NLC speaker to Dodge City.

OTHER BUSINESS

Commissioner Sherer recognized 2 businessmen from Dodge City who received Small Business Administration awards. Joe Bogner, president of Western Beverage, was named Kansas

Small Business Person of the Year and Jim Coffin, president of JAG, Inc., received the Kansas Family owned Small Business of the Year award.

City Manager, Jeff Pederson

- Talked about City Commission Orientation and facilities tours. At present he is looking at a couple of dates.
- Reported the CFAB will be meeting on the last Thursday of April and will talk further on enhancements of current 'Why Not Dodge' facilities.

On a motion by Commissioner Sowers, seconded by Commissioner Smoll, the meeting adjourned by unanimous vote.

Mayor

Attest:

Nannette Pogue, City Clerk

(Individual)

APPLICATION FOR LICENSE TO RETAIL CEREAL MALT BEVERAGES

DODGE CITY, FORD COUNTY, KANSAS, 2006

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

or

THE BOARD OF COUNTY COMMISSIONERS OF COUNTY, KANSAS.

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

- 1. (a) Name of proposed licensee JOHN E. WILLIAMS
- (b) Age 43
- (c) Place and date of birth 06/13/1962
Hutchinson, Kansas, 20
- (d) Residence address 1101 Hennessy A 4
Dodge City, Kansas 67801
- (e) I have been a resident of the State of Kansas 33 years.
I have been a resident of the City of Dodge City, Ford County
20 years.

2. The premises for which the license is desired are located at 1216 E. Wyatt Earp Blvd., Dodge City, Kansas 67801

(a) The legal description of said property is

(b) The street number is 1216 E. Wyatt Earp Blvd., Dodge City, Kansas 67801

(c) The building to be used is 1216 E. Wyatt Earp Blvd., Dodge City, Kansas 67801

(d) The business will be conducted under the following name: LAST POCKET, LLC

3. The name and address of the owner or owners of the premises upon which the proposed business will be located is John E. Williams

4. I am a citizen of the United States. Yes (X), No ().
(a) My citizenship arises by birth (), Naturalization ().
(b) My place of naturalization and the date thereof is as follows:

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

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

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

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

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

10. My place of business will be conducted by a manager or agent— Yes (), No (X)
(a) If the answer above is yes, the name, age, and residence of manager or agent is

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

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

12. My spouse would (), would not (), be eligible to receive a retailer's license.
(a) If the answer is would not, explain what the fact or facts are that would cause your spouse to be ineligible.

13. 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 for consumption on the premises ().



City of Dodge City

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8184

Memorandum

To: City Commissioners
Jeff Pederson, City Manager
From: Paul Lewis, Parks & Recreation Director
Date: April 25, 2006
Subject: 2006 Fireworks Show

A handwritten signature in blue ink, appearing to be "P. Lewis", located to the right of the "From:" line.

Staff requests Commission approval to enter into contract with Wald's All American Display Fireworks for the July 4th fireworks show. The contract for 2006 represents the last year of a two year deal that the Commission entered into in 2005.

Wald's has provided all of the fireworks shows for the Old Dodge City event since we first started in 1998. They have provided well designed shows, choreographed with music that has developed Dodge City's reputation as the premier show in the region. On one or two occasions, the volunteer organizing committee has solicited proposals from other fireworks vendors, however they have consistently recommended continuing the relationship with Wald's.

The contract for this event is again \$25,000. The City provides \$5,000 from the Non-Departmental budget and the remainder is raised through other entities and private donations. Southwest Distributing will continue as the major corporate sponsor as they have since the event first started and will contribute \$5,000. Work is underway to contact past sponsors to raise the additional funds necessary for the event.

The Dodge City show is the largest display in western Kansas and local response is overwhelmingly positive. This show draws people into the community from all around the area and several thousand people line the streets and parking areas around north Dodge to view the fireworks.

Wald's has provided excellent service and provided quality displays for the event and staff recommends the contract be approved. I will be happy to answer any questions or provide additional information if needed.

Wald & CO., Inc. d/b/a All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034-0319

Phone: 816-537-7400 Fax: 816-537-7270

This agreement entered into this 11 day of April-06 by and between Wald & Co., Inc. of Greenwood, Missouri, doing business as All American Display Fireworks, (hereinafter referred to as "All American") party of the first part, and City of Dodge City (hereinafter referred to as "Customer") party of the second part, City of Dodge City and State of Kansas.

WITNESSED: All American, for and in consideration of the sum of one dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of terms and conditions hereinafter set forth, agrees to furnish Customer

Proposal dated 4-7-06 fireworks display in accordance with the program agreed upon and approved by the parties hereto and made a part hereof, (hereinafter referred to as "Display") with said Display to be performed on 7/4/2006.

In the event of inclement weather, adverse conditions, life/safety issues, or some other cause beyond All American's control that would prevent the giving of Display on specified date, All American, at its sole discretion, may cancel or postpone the Display for that date, due to said conditions. Unless a reschedule date is agreed upon prior, it is agreed and understood that Customer may reschedule Display within 180 days of the original display date and that Customer must notify All American at least 30 days in advance of proposed rescheduled date. Rescheduled Display date must be mutually agreed upon by All American and Customer. If the rescheduled date falls within the 30 days following original Display date, the 30-day notice can be suspended, but date must be mutually agreed upon by All American and Customer. If Customer does not reschedule to a mutually agreed upon date within the 180 day period following original display date, or completely cancels the Display, the Customer understands and agrees to pay All American 20 % of the \$ \$25,000.00 contract price of Display.

All American agrees to provide services, secure permits and deliver fireworks as proposed. All American reserves the right to make necessary substitutions with product equal to or greater in value.

Customer shall furnish:

1. Sufficient minimum secured safety distances in the judgement of All American for proper shooting of Display
2. Necessary police protection and/or adequate security and a method to maintain and assure that spectators not go past the minimum secured safety distances determined by All American. Cancellation or postponement of Display due to breach of said minimum secured safety distances would not constitute a breach of contract by All American
3. Other reasonable safeguards and precautions as All American directs or deems necessary
4. Provide unobtrusive and safe access to the display site/fall out zone, as All American deems necessary
5. Fire protection as All American deems necessary

It is further agreed and understood that the Customer will pay All American the total sum of \$ \$25,000.00 as follows: Deposit of \$5,000.00 due 5-31-06. Remaining balance in full due by 7-12-06

All American will provide the Customer with a \$ \$5,000,000.00 Certificate of Insurance covering Public Liability and Property Damage for Display. Customer will be included as additional insured and agrees to provide a complete list of all additional insureds to be named on the certificate.

Customer agrees to pay one and one half percent (1.5%) interest charged per month on unpaid accounts after fifteen days from agreed upon payment due date and Customer agrees to pay all fees necessary to collect balance due, in addition to any and all attorney fees.

It is further agreed that nothing in this Agreement between Customer and All American, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts, and obligations and neither party shall be responsible for any agreements or addendum not set forth in the Agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this agreement which is binding upon the parties, their heirs, executors, administrators, successors, assigns, and agents; as well as terms and conditions further set forth by All American.

IN WITNESS WHEREOF,

we hereto, set our hands and seals to duplicate copies hereof this the 11 day of April, 2006
WALD & CO., INC./ALL AMERICAN DISPLAY FIREWORKS CUSTOMER

Charles Wald

BY: _____

Print Name of Authorized Agent

BY: _____

Print Name of Authorized Agent

**Acknowledging and agreeing to the payment schedule
As noted above**

SIGN: Charles E. Wald

Signature of Authorized Agent

SIGN: _____

Signature of Authorized Agent

This agreement subject to acceptance by All American (Wald & Co., Inc.) at its main office at Greenwood, Missouri. IMPORTANT: Place authorized signature on original (white) and return to All American Display Fireworks by return mail. Retain duplicate (yellow) copy for your files.

Memorandum

To: Jeff Pederson, City Manager
From: Jane Longmeyer, Adm. Asst.
cc: City Commission
Date: Wednesday, April 19, 2006
Subject: Commission Appointments to Boards

By resolution of the Convention & Visitors Bureau and bylaws of the Dodge City/Ford County Economic Development Corporation, representatives from the City Commission are appointed to serve on these organizations.

There is currently a vacancy on the Convention and Visitors Bureau.

Two city commissioners are appointed to the Development Corporation of which Commissioner Jim Sherer currently serves, leaving one position open.

We request that appointments be made to fill these vacancies. Attached for your information is supporting documentation regarding these organizations. If you have any questions, please contact us.



Dodge City

K A N S A S

Convention & Visitors Bureau

400 W. Wyatt Earp Boulevard
PO Box 1474
Dodge City, Kansas 67801
800-OLD-WEST
620-225-8186 • fax 620-225-8268
www.visitdodgecity.org
cvb@dodgecity.org



Dodge City
Old West. New America.



www.visitdodgecity.org

Memo

April 26, 2006

To: Jane Longmeyer
From: S.L. Martin

RE: CVB Advisory Board Appointments

Please be advised that the Convention and Visitors Bureau Advisory Board has approved the nomination of **Kelly Ayala** to a three-year term on the Advisory Board as one of five representatives filling the hospitality function.

Kelly is general manager of the Dodge City Comfort Inn.

Should Kelly be named to the Board, one vacancy remains in the hospitality function to be filled by a representative from a Dodge City hotel, restaurant, or related business.

Thank You

Memorandum

*To: City Commission
Jeff Pederson, City Manager*
From: Mike Klein, Director of Administration
Date: Monday, May 1, 2006
*Subject: 2007 Dump Truck, hopper, spreader and
snow plow bids
2006 Budget Fund and Amount
MERF \$110,000*

Three bids were received and opened on April 18, 2006 at 2:00 p.m. for 1 - 2007 medium duty, single axle, dump truck; with an 8-10 cubic yard dump body; front mount snow plow; 6.5 cubic yard hopper body spreader and a chemical spray system. The new unit will be utilized by the Street Department for normal maintenance activities and snow removal operations. The Street Department's current fleet consists of 2006, 2001, and 2000 International dump trucks with snow plows; 1986 GMC dump truck with snow plow; two 2003 one ton flatbeds with salt spreaders, one motor grader and one loader. A trade in option for the 1986 GMC was included in the bid, however, we only received a \$6,000 bid for trade in on this unit. Street Department personnel would like to keep the 1986 GMC in the fleet as a supplemental snow removal unit. The bids received are as follows:

Dodge City International, Dodge City, KS

2007 International 7300 dump body (Mabar)
snow plow, hopper spreader, spray system (Monroe)

\$96,507.00

Maupin's Truck Sales, Dodge City, KS

2007 Sterling 7500 dump body (Mabar)
snow plow, hopper spreader, spray system (Monroe)

\$97,789.00

2007 Sterling 7500 dump body, hopper spreader (Warren)
snow plow (Flink)

\$101,199.00

Magouirks Chevrolet, Dodge City, KS

2007 Chevrolet 8400 dump body (Mabar)
snow plow, hopper spreader, spray system (Monroe)

\$102,568.00

Based on the bids received, staff would recommend the purchase of the 2007 International dump truck/snow plow/spreader from **Dodge City International** for a total bid of **\$96,507** this is \$13,493 under budget.

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

cc: Joe Finley, Public Works Director
Rod Musick, Public Works Supervisor

2006 MUNICIPAL EQUIPMENT RESERVE FUND				
Dept.	Equipment	Fund Amount	Purchase	Balance
Police	7-Patrol Cars	174,787.00	115,347.00	59,440.00
Animal Control	Van w/Cages	40,000.00		
Fire	Rescue Unit	150,000.00	149,887.00	113.00
Street	Dump Truck	110,000.00	96,507.00	13,493.00
	Paint Machine	38,000.00	26,642.00	11,358.00
Forestry	1/2 T. Pickup	20,000.00	14,776.00	5,224.00
Park	Skid Steer Attach.	20,800.00	8,126.00	12,674.00
	6' Front Deck Mower	17,000.00		
Cemetery	3/4 T. Pickup	28,000.00	20,304.00	7,696.00
Golf Course	Fairway Mower	36,000.00	36,898.00	-898.00
Sanitation	4x4 1/2 T. Pickup	24,000.00	18,889.00	5,111.00
	Trash Truck	120,000.00		
Utilities	Backhoe	78,000.00	71,779.00	6,221.00
	4 x 4 3/4 T. Pickup	32,000.00	22,278.00	9,722.00
AFM	Infield Groomer	12,000.00		
	Utility Vehicle	10,000.00		
	Totals	910,587.00	581,433.00	130,154.00

City of Dodge City

Memorandum

April 24, 2006

TO: Jeff Pederson, City Manager

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

RE: Water Well Rehab and Design

Attached for your review and commission approval is an agreement between the City of Dodge City and Professional Engineering Consultants, P.A. for services to develop or rehabilitate several water wells.

PEC would provide design, administration, and inspection services for these projects. In addition, they would provide final as-built drawings, O&M Manuals, provide services to secure KDHE low interest loans. The proposal is intended to allow us to hire PEC to do any or all of the tasks listed.

SCOPE OF SERVICE

Wells 1 & 15 (Water Department & Wright Park)

Currently both of these wells are out of service due to the high nitrate levels. We have had several studies done to determine where the contamination is coming from and have not had any success in isolating the source. When the wells are pumped the levels seem to dissipate, but once pumping quits the levels rise to an unacceptable level. We believe that the age and type of construction may be contributing to the wells being able to pull nitrates into the water being pumped. It is our recommendation to abandon the wells and relocate the wells to a better area of the city.

Because we will be requesting the Division of Water Resources (DWR) to waive their ½ mile transfer rule, we are not sure of the outcome of this recommendation. We believe that our local ground water management district will be very helpful with our request, but it could take some time to convince DWR. PEC will also study pretreatment of these wells to determine if this is a viable option. We continue to believe that the quality of water in this area will continue to decline.

Wells 12 & 16 (14th & Old Landfill Road)

The casings on both of these wells have been damaged and are unable to be pumped at this time. These well are two of our high capacity wells and we need to get them back online. We will need to relocate the wells a minimum of 50 feet from their current location. This may require the purchasing of some property for the relocation. In addition, we are looking at the possibility of acquiring some additional water rights to transfer to well #12.

Well 19 (Murfin Right)

This water right was purchased with the property that is located at the corner of Rd 112 and the south bypass (approximately 1 mile east of US 283 and US 56 Junction). When we acquired these rights in the mid-90 we started to develop them by drilling test wells to determine the amount and quality of water. Due to not having a transmission line in the vicinity, we decided to enroll the rights in the DWR's water conservation program. The rights came out of the program in 2002. Under the current regulation we have 5-years to develop them or face losing them.

Well 21 (Race Track Rights)

These rights were purchased with the racetrack ground. These rights were enrolled in the conservation program in 1998 and came out in 2001. Again, we have 5 years to develop the right. As you can see we have surpassed that time frame and need to decide whether to develop or re-enroll them in the program.

Water Usage and Allocation Investigation

In the process of acquiring water rights the city has purchased over 10,000 ac-ft of water. However, because of how the DWR allocated the actual usage, the city is only allowed to pump 6,300 ac-ft each year. We believe there may be an opportunity to visit with DWR to re-evaluate or needs based on our per capita needs and industry needs and perhaps gain some additional pumping capacity without actually having to purchase rights and construct pumping facilities and transmission lines.

PEC has worked with the city on several well rehabilitation projects as well as most recently the design of the well field for the National Beef wells at the waste water treatment plant. They are very knowledgeable about our water rights and the Kansas Water laws. The scope of services and costs are outlined in the attached proposal. The total design services would be \$726,859.

Staff would recommend that the City enter into agreement to proceed with the design services with PEC to enable the city to rehabilitate wells 12 & 26, treat or relocated wells 1 & 15, and to develop wells 19 and 21. In addition, we would like them to proceed with the investigation on reallocating our existing water rights with DWR. Should you have questions, please let me know.

AGREEMENT
for
ENGINEERING SERVICES

between
CITY OF DODGE CITY
and
PROFESSIONAL ENGINEERING CONSULTANTS, P.A.
303 SOUTH TOPEKA
WICHITA, KANSAS

This Agreement, made at Wichita, Kansas, this _____ day of _____, 2006, by and between the City of Dodge City, hereinafter called the "OWNER", and Professional Engineering Consultants, P.A., Wichita, Kansas, hereinafter called the "ENGINEER".

WITNESSETH: That whereas the OWNER intends to construct improvements to their water system, hereinafter called the PROJECT, and

WHEREAS it is the desire of both parties that the ENGINEER furnish engineering and technical services in conjunction with the PROJECT; the improvements being more specifically described as the installation of up to five (5) additional wells and pumps, well transmission pipelines and the study of the City's Water Right Allocation, generally as shown on the attached Exhibit 1, and

WHEREAS all of the aforesaid is located within or adjacent to the corporate limits of the City of Dodge City, Kansas, and

WHEREAS the OWNER is authorized by law to retain a consulting engineer to assist in the preparation of plans, specifications, and engineering for the PROJECT, as well as such other tasks as may be requested by the OWNER;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein set forth for the completion of the PROJECT, the parties hereto do mutually agree as follows:

ARTICLE I. SCOPE OF SERVICES.

The Scope of Services to be performed by the ENGINEER shall be as set forth in EXHIBIT 2, attached.

ARTICLE II. THE ENGINEER AGREES.

- A. To provide the various technical and professional services, equipment, material, and transportation to perform the tasks as outlined in the Scope of Services.
- B. To make available during regular office hours at their Wichita office all calculations, sketches, and drawings such as the OWNER may wish to examine periodically during performance of the Agreement.
- C. Where payment is based on other than a lump sum amount, to maintain all books, documents, papers, accounting records and other evidence pertaining to costs incurred and to make such material available at his office at reasonable times during the contract period and for three years from the date of final payment under the contract for inspection by the OWNER or his authorized representatives.
- D. To comply with and/or to the following additional provisions with respect to his performance and obligation under this agreement:
 - 1. The ENGINEER shall observe the provisions of the Kansas Act Against Discrimination, the Kansas Age Discrimination in Employment Act and the applicable provisions of the American with Disabilities Act, and shall not discriminate against any person in the performance of work under the present Agreement because of race,

religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.

2. In all solicitations or advertisements for employees, the ENGINEER shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Commission on Civil Rights.
 3. If the ENGINEER commits a substantial breach of Article II, paragraph D.1. of this Agreement, it may be canceled, terminated, or suspended, in whole or in part, by the OWNER if such breach is not cured within fourteen (14) days after receipt of written notice from the OWNER. Said cancellation, termination, or suspension will also relieve the OWNER of any obligations of payment except as outlined in Paragraph A of ARTICLE V in the event of termination.
 4. If the ENGINEER is found guilty of a violation of the Kansas Act Against Discrimination under a decision or order of the Commission which has become final, the ENGINEER shall be deemed to have breached the present Agreement, and it may be canceled, terminated, or suspended, in whole or in part, by the OWNER.
 5. The ENGINEER shall include the provisions of Item D, Paragraphs 1 through 4, inclusive, in every subcontract or purchase order so that the provisions will be binding upon such subcontractor or vendor.
- E. To accept compensation for the services herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in conjunction with the PROJECT.

- F. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit 2; except that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the OWNER or others, or for other unavoidable delays beyond the control of the ENGINEER.
- G. To indemnify and hold harmless the OWNER, its employees and agents from and against claims, damages, losses, and expenses arising out of or resulting from the performance of the services of ENGINEER, but only to the extent such claims, damages, losses, or expenses are caused by the negligent act, error, or omission of ENGINEER or any person or organization for whom ENGINEER is legally liable. Unless otherwise stated herein, in the event such claims, damages, losses, or expenses are caused by the joint or concurrent negligence of the OWNER and ENGINEER and/or others, such liability shall be borne by each party in proportion to its own negligence.
- H. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from negligent errors, omissions and acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this Agreement and for which the ENGINEER is legally liable. Such policy of insurance shall be in an amount not less than \$500,000 subject to deductible of \$100,000. In addition, a Worker's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Worker's Compensation Law. The liability limit shall not be less than:

Worker's Compensation - Statutory

Employer's Liability - \$500,000.00 each accident
\$500,000.00 disease, each employee
\$500,000.00 disease, policy limit

Further, a commercial general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER's employees) or damage to property of the OWNER or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of ENGINEER services under this Agreement. The liability limit shall not be less than \$500,000 per occurrence for bodily injury, death and property damage.

- I. To deliver to the OWNER tracings of the completed plans, and copies of electronic data files as may be requested, and other pertinent drawings and documents for the PROJECT, all such documents to become the property of the OWNER. PROVIDED, however, that all documents designated to become property of the OWNER shall be understood to be instruments of service in respect to this PROJECT and ENGINEER shall retain an ownership and property interest therein (including the right of reuse at the discretion of the ENGINEER whether or not the PROJECT is completed).
- J. To attend meetings with the OWNER and other local, state and federal agencies as necessitated by the PROJECT.
- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed and to advise the OWNER in writing of the person(s) so designated.

ARTICLE III. THE OWNER AGREES.

- A. To furnish the ENGINEER any information currently available relative to existing and proposed improvements in the PROJECT area which may be pertinent to the PROJECT. Such information may include, soil borings and geotechnical reports about subsurface conditions, hazardous conditions and/or history of site contamination, underground utilities, etc.
- B. To provide right of entry for the ENGINEER's personnel in performing field surveys and inspections.
- C. To promptly review all preliminary study reports, drawings, recommendations, contract documents and other data submitted by the ENGINEER and to advise the ENGINEER of any desired corrections, modifications or additions thereto.
- D. To pay the ENGINEER for its services in accordance with the requirements of this Agreement.
- E. To pay the ENGINEER for authorized additional work.

ARTICLE IV. PAYMENT PROVISIONS.

- A. Payment to the ENGINEER for performance of the Technical Memorandum Services (Task 110 through 140) shall be on the basis of 2.7 times direct costs not to exceed \$33,500. Task 150 Well Test Drilling will be paid for at the at the unit prices provided in the "Layne-Western" letter dated March 23, 2006 (see Exhibit 3). The fee is estimated to be \$107,008. The costs will be billed as a pass through with a 5% mark-up.

- B. Payment to the ENGINEER for performance of the Design Services (Task 210, 220, 230, and 240) shall be on the basis of 2.7 times direct costs not to exceed \$295,700.
- C. Payment to the ENGINEER for performance of the Advertisement, Bid Letting and Project Award as outline in Task 310 shall be on the basis of 2.7 times direct costs not to exceed \$10,500.
- D. Payment to the ENGINEER for performance of the Construction Administration Services (Task 320) shall be on the basis of 2.7 times direct costs not to exceed \$37,000.
- E. Payment to the ENGINEER for Construction Inspection (Task 330) shall be paid for on the basis of 2.7 times direct costs not to exceed \$179,800.
- F. Services of the ENGINEER for PROJECT Record Drawings (Task 340) shall be paid for at the lump sum price of \$11,500.
- G. Services of the ENGINEER for the development of a PROJECT Operation and Maintenance Manual and Commission Services for the treatment facility (Task 350) shall be paid for at the lump sum price of \$41,500.
- H. Services of the ENGINEER for Preliminary Plan of Operation (Task 360) shall be paid for at the lump sum price of \$3,000.
- I. Assistance in development the Loan Application Forms (Task 370) shall be paid for at the lump sum price of \$5,000.

- J. If additional work should be necessary by virtue of a major change in the scope of the proposed PROJECT, the ENGINEER will be given written notice by the OWNER along with a request for an estimate of the ENGINEER's fee for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

ARTICLE V. IT IS FURTHER MUTUALLY AGREED BY THE OWNER AND THE ENGINEER.

- A. That the right is reserved to the OWNER to terminate this Agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER's inability to proceed with the work, or because the services of the ENGINEER breach Article V, paragraph I.; PROVIDED, however, that in any case the ENGINEER shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, but in no case shall payment be more than the ENGINEER's actual costs plus a reasonable sum for profit.
- B. That the pertinent drawings and documents pertaining to the PROJECT shall become the property of the OWNER upon completion or termination of the ENGINEER's service in accordance with this Agreement. ENGINEER shall be permitted to reuse standard details, designs and specifications without further consent of OWNER.

OWNER shall indemnify ENGINEER from all claims, damages, or costs relating to reuse, completion or modification of such documents by OWNER, including allegations of ENGINEER's own negligence. ENGINEER's seal and name shall not be reproduced on such documents

if reused by OWNER for any purpose. ENGINEER shall have no liability for documents which are incomplete due to a termination or suspension of services.

- C. That the services to be performed by the ENGINEER under the terms of this Agreement are personal and cannot be assigned, sublet or transferred by either party without specific consent of the other party.
- D. That in the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the OWNER, provided, however, that the ENGINEER shall request such extensions in writing giving the reasons therefore.
- E. That neither party shall hold the other responsible for damages or for delays in performance caused by acts of God or other acts or circumstances beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or circumstances shall include, but not be limited to, unusual weather affecting performance, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the services. Should such acts or circumstances occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the services.
- F. That this Agreement and all contracts entered into under the provisions of the Agreement shall be binding upon the Parties hereto and their successors and assigns.

- G. That the rights and remedies of the OWNER and ENGINEER provided for under this Agreement is in addition to any other rights and remedies provided by law.
- H. That it is not intended by any of the provisions of any part of this Agreement to create the public or any contractor, subcontractor or surety a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.
- I. That services performed by the ENGINEER under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the engineering profession currently practicing in the same locality under similar conditions. No other representations, expressed or implied, and no warranty or guarantee is included in this Agreement, or in any report, opinion, document or otherwise.
- J. That disputed matters arising under this Agreement will be submitted to a Review Committee for resolution. The Review Committee will be comprised of one representative from each contracting party and a third member chosen jointly by the party representatives. The Review Committee shall make its own rules of procedure and shall have authority to examine records kept by the OWNER and the ENGINEER. In determining the findings, the majority of the Review Committee shall govern. The decision of the Review Committee shall be advisory only and it shall not be binding upon the parties.
- K. That should the OWNER at any time be unable to appropriate sufficient funds for the work covered by this Agreement, for whatever reason, the ENGINEER shall reserve the right to cease work on the PROJECT until sufficient monies are available, without liability for delay.

- L. That authorization for any appropriate Extra Work under the terms of this Agreement shall be evidenced by the OWNER in writing. No extra work shall be compensated without written consent from the OWNER.

At the discretion of the OWNER and in accordance with the terms of this Agreement, Extra Work will usually be of limited extent and may consist of, but is not necessarily limited to:

1. The introduction of new items of work beyond the stated scope of the Agreement.
2. Redesign and/or detailing based on changes in law, or changes of concept after prior approval and authorization to proceed, and causing appreciable loss of work accomplished.

- M. That since that ENGINEER has no control over the cost of labor, material or equipment, or over Contractor's methods of determining prices, or over competitive bidding or market conditions, the estimates of construction costs provided for herein are to be made on the basis of ENGINEER's experience and qualifications and represent ENGINEER's judgment as a design professional familiar with the construction industry, but ENGINEER cannot and does not guarantee that the bids or the project construction costs will not vary from the cost estimates prepared by ENGINEER.

- N. That hazardous materials may exist where there is no reason to believe they could or should be present. In this event, the ENGINEER agrees to notify the OWNER as soon as practically possible should unanticipated hazardous materials or suspected hazardous materials be encountered. The OWNER waives any claim against the ENGINEER and agrees to indemnify, defend and hold the ENGINEER harmless from any claim or liability for injury or loss arising from the ENGINEER encountering unanticipated hazardous materials or suspected hazardous materials. The OWNER also agrees to compensate

the ENGINEER for any time spent and expenses incurred by the ENGINEER in defense of any such claim, with such compensation to be based upon the ENGINEER's prevailing fee schedule and expense reimbursement policy.

O. This Agreement shall be governed by Kansas law.

IN WITNESS THEREOF, the Parties hereto have affixed their hand and seals at the City of Dodge City, Kansas on the date first written above.

OWNER

CITY OF DODGE CITY, KANSAS

By: _____

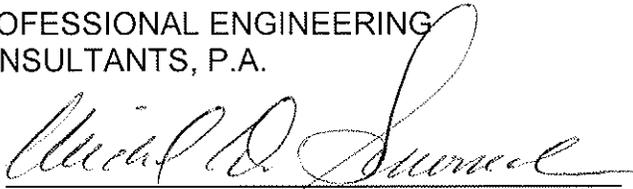
Title: _____

ATTEST

ENGINEER

PROFESSIONAL ENGINEERING
CONSULTANTS, P.A.

By: _____


Michael D. Schomaker, P.E., Director

WITNESS


Brent E. Remsberg, P.E., Director

LIST OF EXHIBITS

EXHIBIT 1 - Map

EXHIBIT 2 - Scope of Services

EXHIBIT 3 – Layne-Western Quote dated March 23, 2006



- LEGEND**
- EXISTING
 - PROPOSED

EXHIBIT 2
SCOPE OF SERVICES
WATER SYSTEM IMPROVEMENTS
DODGE CITY, KANSAS

The City of Dodge City has elected to proceed with the Engineering Services required for improvements to the OWNER's Water System. The PROJECT includes the preparation of studies for water rights, improvement options, design drawings and development of specifications for the construction of improvements consisting of the following general items:

1. Review Wells No.1 and 15 and provide a written report outlining various options for treatment of the diverted water prior to injecting into the City's distribution system versus relocation of the point of diversion and construction of a new well.
2. Provide design plans for the reconstruction of Wells No. 16 and No. 12. Included in this option would be the potential relocation of water rights to Well No. 12 from 80 acres located to the southwest of the existing well.
3. Provide design plans for the construction of a new well Well No. 19, located at the northwest corner of the NW1/4 of Section 12, T27S, R25W.
4. Provide design plans for the construction of a new well Well No. 21, located at the center of Section 11, T27S, R25W.
5. Review the City's existing distribution model to determine the impacts of the new wells on the system and establish the total dynamic head for each well.
6. Investigate the current Water Rights for the City of Dodge City. Then determine the possibility of renegotiating the current authorization from the Division of Water Resources to reallocate rights to the City.
7. Complete test drilling services for Well Nos. 12, 16, 19, and 21, to establish locations for suitable wells, complete test wells, complete water sampling and analysis, and provide well design and construction specifications.

The scope of work required to complete the Study and Engineering Phase Services for the PROJECT has been divided into the following summary tasks:

Task 100 Series Technical Memorandum

- | | |
|----------|--|
| Task 110 | Treatment Options and Feasibility Study for Wells No. 1 and No. 15 |
| Task 120 | Review the ability of the City to transfer Water Rights to Well No. 12 from area southwest of current Well Site. |
| Task 130 | Distribution Model review. |
| Task 140 | Investigate the Current Water Right Allocation for Dodge City and determine if they can be reallocated. |
| Task 150 | Well Test Drilling |

Task 200 Series Design Services

- Task 210 Combination Well No. 1 and Well No. 15
- Task 220 Well No. 16 and Well No. 12
- Task 230 Well No. 19
- Task 240 Well No. 21

Task 300 Series Construction Engineering Services

- Task 310 Advertisement, Bid Letting and Project Award
- Task 320 Construction Administration
- Task 330 Construction Inspection
- Task 340 As-Constructed Drawings
- Task 350 Operation and Maintenance Manual
- Task 360 Plan of Operation
- Task 370 Project Funding Paperwork (SRF Loan, etc.)

Task 100 Series Technical Memorandum Services

Four separate written documents will be produced as part of Task Series 100. The four documents are listed below.

- Task 110 Treatment Options and Feasibility Study for Wells No. 1 and No. 15

Activity: Prepare a Technical Memorandum (TM) reviewing the available options either for the development of 1) a treatment process to remove high nitrates from Wells No. 1 and No. 15 and delivering the treated water to the City's distribution system or 2) off-setting the well location and drilling a new well to pump directly into the distribution system.

Included in the TM will be sizing and costs for piping to connect to the distribution system, costs for a well house, well, pump, chlorine disinfection, power, alarms, and other appurtenances. These items will be included in the cost comparison.

The TM will also include a review of past reports and a discussion of the risks involved in the investment of funds for a new well versus treatment.

Input:

- CITY provide copies of previous reports, studies, and recent history for the well operation including any recent water quality data..

- CITY to established desired flow rates and provide existing water rights for the two wells.
- CITY to provide the location for the proposed well offset.
- CITY to meet with ENGINEER to review the TM and provide review comments and approval of document.
- After review of TM, select an option to pursue and direct the ENGINEER to proceed with design.

Output:

- Produce a TM describing the alternatives with a preliminary cost estimates for comparison. Included will be identification of risks for the project.

Task 120 Review the ability of the City to transfer Water Rights to Well No. 12 from the area southwest of current Well Site.

Activity: Investigate and verify the water rights available for the 80 acres located adjacent to and southwest of the Well No. 12. Determine the ability to transfer the water rights and the amount of water which can be transferred. This work will include a meeting with the Division of Water Resources to determine the available options to the OWNER. In addition to the transfer of water rights establish all well locations and piping required to connect to the City's distribution system. Provide a cost estimate for the PROJECT. Produce a TM documenting the work and deliver to the OWNER.

Input:

- OWNER to provide all existing water right information, pumping records, and land ownerships.
- OWNER to provide the water right information for the adjoining property owner to the southwest of Well No. 12.
- OWNER to provide potential sites for the relocated well to be utilized in the TM. Legal Description of any Property to be acquired for the PROJECT.

Output:

- Minutes of meeting with the Division of Water Resources.
- Analysis of the potential acquisition of Water Rights lying southwest of existing Well No. 12.
- Methodology required to obtain transfer if applicable.
- Cost estimate for the PROJECT

Task 130 Distribution Model Study

Activity: Obtain the City's Distribution model and manipulate it to review the additions and modifications of wells to the model. Review their impact and obtain information regarding sizing of wells and total dynamic head for design of well pumps. Provide a TM discussing the employment of the model, the assumptions, and the output. Provide recommendations for review by the OWNER.

Input:

- City to provide Distribution Model.
- City to review and approve assumptions and other input data to be applied to the model.
- City to review the model output and provide comment and approval.

Output:

- Produce TM.

Task 140 Investigate the Current Water Right Allocation for Dodge City and determine if they can be reallocated.

Activity: The City has Water Rights in excess of 10,000 Acre-Feet when summarized for each well. When the Water Rights are accumulated the Division of Water Rights has reduced the total allocated water rights to which the City has access to just over 6,000 Acre-Feet. Over the past 3 years the City has utilized nearly 6,000 Acre-Feet of water rights and believes they will exceed their assigned rights over the next 20 years. They have requested that an effort be undertaken to have the current allocation of water rights reviewed with the Division of Water Resources and reallocated to provide the additional amount that will take them into the future. This work effort will require meetings with the Division of Water Resources providing historical water use data by the City and on a per capita basis, forecast population, forecast water use, and calculations indicating the probable reallocation of water rights.

Input:

- City to provide historical data and projected growth and long term planning information.
- City to review and approve any assumptions utilized in the forecasting effort.
- City to review all calculations and participate in any meetings with the Division of Water Resources.

Output:

- Produce TM summarizing work with recommendations.

Task 150 Test Well Drilling.

Activity: Retain the services of Layne-Western to drill 4 test holes and 4 test wells. The test holes and test wells will be utilized to verify the suitable location for a permanent well. A test hole will be drilled from ground level to shale. The test holes will be logged and soil samples obtained. A six-inch test well will then be drilled and construct to total depth (shale).

The test wells will be developed and test pumped for twelve hours to verify flow rate capability. After the flow testing is complete, water samples will be taken and submitted to a State of Kansas approved laboratory for a complete analysis. The City of Dodge City will pay for all water analyses fees. It is anticipated that one test hole and one test well will be required at each permanent well location.

Permanent well design and construction will be based on test drilling results. Parameters including, but not limited to, are well depth, diameter of borehole, screen slot size and screen placement. A cost for the development of each well will be provided for budget purposes.

Input:

- City to provide historical data and access to each site.
- City to pay for all water quality testing.
- City to review all testing procedures.

Output:

- Produce TM summarizing work with recommendations.

Task 200 Series Design Services

Task 210 Combination Well No. 1 and Well No. 15

Activity: Prepare design drawings and specifications. Designs will include such aspects as well house construction materials, process piping, power requirements, flow measurement devices, disinfection equipment, air release valves, control equipment, access doors and hatches, fencing, gates, and access roads. Review plans and specifications with the OWNER and the KDHE for approval prior to bidding.

Should the TM recommend the treatment option, then the PROJECT would include the preferred treatment facility, housing of the process, and connection of the wells to the treatment process.

Pumps would be designed to match the distribution total head for "point of connection." The process would be designed in accordance with recommended guidelines provided by the KDHE. Final Plans will be provided to the OWNER and the KDHE for approval prior to bidding.

Input:

- City to review plans and specifications and be in attendance at status and progress meetings, which are expected at 60% and 90% milestones.
- City to provide review comments.

Output:

- Produce plans and specifications suitable for taking competitive bids.
- Deliver work in suitable electronic format.
- Progress cost estimates at 30%, 60%, and 90% milestones, and an Engineer's Estimate for bidding purposes.

Task 220 Well No. 16 and Well No. 12

Activity: Prepare design drawings and specifications. Designs will include such aspects as well house construction materials, process piping, power requirements, flow measurement devices, disinfection equipment, air release valves, control equipment, access doors and hatches, fencing, gates, and access roads. Review plans and specifications with the OWNER and the KDHE for approval prior to bidding.

Develop plans and specifications for the construction Well Transmission Lines to pump well water from the Wells to the Distribution System. This would include the review of the size of the Well Transmission Line required and the type of materials to use in its construction. This work would include identifying all other utilities, establishing horizontal and vertical control, and determining the right-of-way or easements, if any, available in which to construct the line. If not available provide legal descriptions for the line location. Included in the project would be the design of valving at intervals acceptable to the City.

Input:

- City to review plans and specifications and be in attendance at status and progress meetings, which are expected at 60%, and 90% milestones.
- City to provide review comments.

Output:

- Produce plans and specifications suitable for taking competitive bids.
- Deliver work in suitable electronic format.
- Progress cost estimates at 30%, 60%, and 90% milestones, and an Engineer's Estimate for bidding purposes.

Task 230 Well No. 19

Activity: Prepare design drawings and specifications. Designs will include such aspects as well house construction materials, process piping, power requirements, flow measurement devices, disinfection equipment, air release valves, control equipment, access doors and hatches, fencing, gates, and access roads. Review plans and specifications with the OWNER and the KDHE for approval prior to bidding.

Develop plans and specifications for the construction Well Transmission Lines to pump well water from the Wells to the Distribution System. This would include the review of the size of the Well Transmission Line required and the type of materials to use in its construction. This work would include identifying all other utilities, establishing horizontal and vertical control, and determining the right-of-way or easements, if any, available in which to construct the line. If not available provide legal descriptions for the line location. Included in the project would be the design of valving at intervals acceptable to the City.

Input:

- City to review plans and specifications and be in attendance at status and progress meetings, which are expected at 60% and 90% milestones.
- City to provide review comments.

Output:

- Produce plans and specifications suitable for taking competitive bids.
- Deliver work in suitable electronic format.
- Progress cost estimates at 30%, 60%, and 90% milestones, and an Engineer's Estimate for bidding purposes.

Task 240 Well No. 21

Activity: Prepare design drawings and specifications. Designs will include such aspects as well house construction materials, process piping, power requirements, flow measurement devices, disinfection

equipment, air release valves, control equipment, access doors and hatches, fencing, gates, and access roads. Review plans and specifications with the OWNER and the KDHE for approval prior to bidding.

Develop plans and specifications for the construction Well Transmission Lines to pump well water from the Wells to the Distribution System. This would include the review of the size of the Well Transmission Line required and the type of materials to use in its construction. This work would include identifying all other utilities, establishing horizontal and vertical control, and determining the right-of-way or easements, if any, available in which to construct the line. If not available provide legal descriptions for the line location. Included in the project would be the design of valving at intervals acceptable to the City.

Input:

- City to review plans and specifications and be in attendance at status and progress meetings, which are expected at 60% and 90% milestones.
- City to provide review comments.

Output:

- Produce plans and specifications suitable for taking competitive bids.
- Deliver work in suitable electronic format.
- Progress cost estimates at 30%, 60%, and 90% milestones, and an Engineer's Estimate for bidding purposes.

Task 300 Series Construction Engineering Services

When requested provide the following services.

Task 310 Advertisement, Bid Letting and Project Award

Activity: Assist the City in advertising or notification of prospective bidders, taking of bids and awarding of the work in the Project. Respond to requests for plans and specifications. Review all inquiries regarding the plans and specifications and respond with interpretations and where appropriate, issue addenda.

Input:

- Provide information regarding standard details, specifications, materials, etc. when requested.
- Provide a bidders list used by the City

Output:

- Advertisement for Bids
- Memorandum listing interpretation of plans and specifications.
- Addenda

Task 320 Construction Administration

Activity: During the construction phase review Contractor's shop drawings and material test certifications for compliance with plans and specifications. Make periodic visits to the Project site to determine Contractors progress. Consult with the Resident Inspector regarding interpretations or clarifications of the plans and specifications. Provide decisions in accordance with the Contract Documents on questions regarding the work. Review material test reports as submitted by the Resident Inspector. Prepare change orders covering modifications or revisions necessitated by field conditions. Meet with the CITY as requested during construction to review progress on each part of the Project. Issue Certificate of Substantial Completion when each separate part of the Project has been completed. Conduct a final inspection.

Input:

- Attend monthly meetings with Contractor.
- Review pay estimates.
- Review and comment on punch lists.
- Review project progress and provide comment.
- Provide comments on contract document questions when requested.

Output:

- Responses to Requests for Information (RFI's).
- Preparation of Change Orders when required.
- Shop drawing review forms.
- Prepare monthly summary reports of Construction Progress.
- Approve pay estimates to be submitted to the City.
- Punch list delivered to Contractor.
- Substantial Completion Forms.
- Final Approval Forms.

Task 330 Construction Inspection

Activity: During the construction phase the CONSULTANT shall provide resident engineering services when authorized by the CITY. Through on-site observations of the work in progress and field checks of materials and equipment by the Project Representative,

the CONSULTANT will endeavor to provide further protection for the CITY against defects and deficiencies in the work, but the furnishing of such project representative shall not make the CONSULTANT responsible for the Contractor's failure to perform the construction work in accordance with the Contract Documents. Engineering services for Project Representation shall consist of the following items:

- Re-establishment of benchmarks, baselines and other control points as requested by the Contractor, and approved by the CITY.
- Supervise testing and inspection; arrange for, conduct, or witness field, laboratory, or shop tests of construction materials as required by the plans and specifications; determine the suitability of materials on the site and brought to the site to be used in the construction; assist in interpreting the contract plans and specifications; check the construction activities to determine compliance with the intent of the design; measure, compute, or check quantities of work performed and quantities of materials in-place for partial and final payments to the Contractor; and maintain project records to document the work.
- Prepare elementary and supplementary sketches required and preliminary negotiations necessary to resolve actual field conditions encountered.
- Review and prepare recommendations for all construction schedules, material certifications and detailed construction shop and erection drawing as submitted by the Contractor.
- Review requests for monthly and final payments to the Contractor and forward same with recommendations for approval.
- Prepare initial drafts of, and conduct preliminary negotiation for, all Change Orders or Supplemental Agreements covering work on the PROJECT.

Input:

- Attendance at meetings
- Review of Change Orders
- Approval of Pay Requests
- Decisions with regard to project modifications

Output:

- Summary of Project Meetings and Daily Inspection Reports
- Change Orders
- Approval of Pay Requests
- Material Test reports
- Marked up drawings of Field Construction Changes

- Listing of measured quantities
- Inventory of Materials on Hand

Task 340 As-Constructed Drawings

Activity: Preparation of As-Constructed Drawings indicating the final location of all underground piping, and the location of all structures. Any major changes will be identified and delivered to the CITY. The As-Constructed Drawings will be completed using AUTOCAD.

Input:

- Red lined marked drawings furnished by the Contractor and the Inspector.
- Measured quantities.
- Survey Information as required.

Output:

- AUTOCAD file.
- One set of reproducible.

Task 350 Operation and Maintenance Manual

Activity: Development of an Operation and Maintenance (O&M) Manual which will update the existing O&M Manual to include the new facilities contemplated in this PROJECT. The O&M Manual will include the Wells, Well Houses, Pumps, Valves, Controls, Disinfection Equipment, and Transmission Lines. This will include vendor provided operation and maintenance manuals, and a discussion relative to the overall performance of the improvements.

Input:

- OWNER to provide a copy of the existing O&M Manual.
- Provide input into the development of the Manual and provide timely review of the work completed.
- Be in attendance at meetings during the review of the Manual.

Output:

- Provide 3 hard bound copies of the manual. This will include CD Rom Disk of the manual.

Task 360 Preliminary Plan of Operation

Activity: Draft a Preliminary Plan of Operation in accordance with KAR 28-16-134(a)(4). This work will include the development of a Project Construction Schedule, Project Certification Criteria, Annual Operating Cost Projection for 5 years, Description of Financial

Management System, Projected Revenue to cover OM&R and loan repayments.

Input:

- City to provide budgeting data, compliance data, description of the financial management system employed by the OWNER, and review of the preliminary documents prior to submission to KDHE.

Output:

- Preliminary Plan of Operation suitable for submission to KDHE.

Task 370 Loan Application Forms (KAR 28-16-134(a)(1))

Activity: Complete the requirements of the KDHE for Revolving Fund Assistance This work will not include rate reviews for City Water Rate Schedules. A City Wide Capital Improvement Plan (K.A.R. 28-16-124) will also not be developed as a part of the Loan Application Work.

Input:

- Provide Water Rate Schedules
- Provide a City Wide Capital Improvement Plan
- Conduct Public Hearings as required by the Revolving Loan Plan.

Output:

- Grant Application submitted to the OWNER for review and approval suitable for submission to KDHE.

City of Dodge City

Memorandum

April 25, 2006

TO: Jeff Pederson, City Manager

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

RE: 2006 Asphalt Street Reconstruction, ST 0603
Bid Recommendation

Funds: GOB
Budgeted amount: \$520,000.00

On Tuesday, April 25, 2006, bids were received and read at 2:00 p.m. for the above referenced project. This project consists of performing capital maintenance work, total reconstruction of the pavement, on various streets in the City of Dodge City described as follows:

6" LIGHT DUTY RECONSTRUCTION:

El Trigo St.	Crescent Dr. E. - Carousel Dr. W.
Cheyenne St.	Manor Dr. - Thompson Ave.
Hart Ave.	Comanche St. - Wakonda Way
Hart Ave.	Wakonda Way - Arapaho
Barham Blvd.	Debray Dr. - Barham loop
Barham Blvd.	Barham loop - Debray Dr.
Debray Dr.	Barham Blvd. - Barham Blvd.

The following bids were received:

Contractor	Bid Amount
Klotz Sand Company, Inc.	\$534,154.42
APAC-Kansas, Inc. Shears Division	\$613,424.43
Engineer's Estimate	\$500,653.95

The Engineer's estimate for this project was \$500,653.95. The low bid submitted by Klotz Sand Company, Inc. is within 7% of the Engineer's estimate and only \$14,154.42 above budget. Staff believes that the bid submitted was more than the estimate for the following reasons:

1. Asphalt prices have risen significantly from last year
2. The amount of construction work scheduled in the area

Staff would recommend awarding the project to **Klotz Sand Company, Inc., in the amount of \$534,154.42**. Funds for this project will come from the above mentioned source. The additional funds to cover the shortage can come from the excess money budgeted from the Avenue A Widening and Drainage Improvements. If need be, the project can be downsized slightly by deleting a street to offset the overage on this project. Staff would like to see the project completed in its entirety.

Klotz Sand Company, Inc. anticipates beginning the project on or around May 15, 2006. The contractor will be given 75 calendar days to complete this project or no later than October 27, 2006.

If you have any questions, please let me know.

City of Dodge City

Memorandum

April 25, 2006

TO: Jeff Pederson, City Manager

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

RE: Avenue A Widening & Drainage Improvements, ST 0601
Bid Recommendation

Funds: GOB, Special Streets, & Drainage Fund
Budgeted amount: \$165,000.00

On Tuesday, April 25, 2006, a bid was received and read at 2:00 p.m. for the above referenced project. This project consists of adding a lane to the west side of Avenue A, along with curb and gutter to improve drainage from Canterbury Rd. north past Tanglewood Dr.

The following bid was received:

Contractor	Bid Amount
APAC-Kansas, Inc. Shears Division	\$146,013.59
Engineer's Estimate	\$135,514.40

The Engineer's estimate for this project was \$135,514.40. The low bid submitted by APAC-Kansas, Inc. Shears Division is within 8% of the Engineer's estimate and \$18,986.41 below budget. Staff believes that the bid submitted was more than the estimate for the following reasons:

1. Asphalt prices have risen significantly from last year
2. The amount of construction work scheduled in the area

Staff would recommend awarding the project to **APAC-Kansas, Inc. Shears Division, in the amount of \$146,013.59**. Funds for this project will come from the above mentioned sources.

APAC-Kansas, Inc. Shears Division anticipates beginning the project on or around June 15, 2006, or possibly sooner. The contractor will be given 30 calendar days to complete this project or no later than October 31, 2006.

If you have any questions, please let me know.

Memo

To: Jeff Pederson
From: Nannette Pogue
Date: May 1, 2006
Re: Civil Rights Policy

Attached is a Civil Rights/Housing Policy to be adopted by the City Commission at their meeting on Monday night. This policy outlines where citizens in Dodge City can file a complaint for any issues that involve Housing or Civil Rights. It is necessary to adopt the policy at this time because it is required by the CDBG grant that we recently received from the State of Kansas. This is currently the procedure we use for complaints. This policy formalizes the procedure. If you have any questions or wish additional information, please let me know.

CIVIL RIGHTS/FAIR HOUSING POLICY

We, the City Commission of Dodge City, Kansas adopt the following procedures for handling Civil Rights/Fair Housing complaint(s) within our City:

1. Dodge City Housing Authority shall receive all complaints within their office.
2. If a resolution of the problem cannot be reached, then the Housing Authority will forward the complaint to the proper authorities.
3. Fair Housing discrimination complaints will be submitted to HUD by phone, letter, and/or a HUD-903 form. All such complaints will be submitted to HUD at:

Department of Housing and Urban Development
Kansas City Regional Office
Office of Fair Housing & Equal Opportunity
Gateway Tower II - 400 State Avenue
Kansas City, KS 66101

or by calling the Housing Discrimination Complaint HOTLINE at 1-800-669-9777.

4. In the event of a civil rights complaint, we agree to also contact the following agencies:

Kansas Human Rights Commission
900 Jackson - 8th Floor
Topeka, KS 66612
785-296-3206

Kansas Department of Commerce
1000 S. W. Jackson, Suite 100
Topeka, KS 66612-1354
785-296-4856

We do hereby adopt these procedures in resolving any Civil Rights/Fair Housing complaints.

V. James Sherer, Mayor

(Seal)

Attest: _____
Nanette Pogue, City Clerk

City of Dodge City

Memorandum

April 28, 2006

TO: Jeff Pederson, City Manager

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

RE: West Wyatt Earp Reconstruction, ST 0201
Land Acquisition Agreements

Last week the court appointed appraisers met to determine the final costs to be paid for the last six properties on W. Wyatt Earp Boulevard. Attached are copies of the actual purchases.

Listed below is a breakdown of the acquisitions:

PARCEL #	OWNER/TENANT	Purchase Cost	Relocation Cost	Total Cost
1	Kwik Shop – Dillion Real Estate	\$190,000		\$190,000
4	Cowboy Supply – Kirby	\$20,500		\$20,500
19	King's Buffet – GPL Inc.	\$36,000		\$36,000
21	Reinert Real Estate	\$71,048		\$71,048
29	Burger King-Two Day Properties, LLC	\$38,000		\$38,000
30	McDonald's	\$26,750		\$26,750
	TOTALS	\$382,298		\$382,298

Attached is a spreadsheet showing the number of parcels acquired thus far and the total dollars spent. In addition, we also need to pay the following fees for the court appointed appraisers.

Hitz Appraisal Service	\$1,620.00
Jeff Heirs	\$1,440.00
Frank Rose	\$1,500.00

We also are required Guardian Ad Litem fees for David Snapp for plaintiff/condemnor fees in the amount of \$150.00.

Once the payment is made to the Clerk, the city will own the properties. Staff would recommend approval of payments to acquire these properties.

Wyatt Earp Parcel Owners and Addresses

Parcel #	Address	Business Name	Owner	ROW \$	Relocation \$	Requisition Date
1	1500 W. Wyatt Earp	Kwik Shop	Dillon Real Estate Co Inc.	\$ 190,000.00		1-May-06
3	1505 W. Wyatt Earp	Hi Plains Martial Arts	Bradley R & Tammy K. Bird	\$ 13,500.00	\$ 3,316.67	10-May-05
4	1501 W. Wyatt Earp	Tenant	Floyd & Evelyn Kirby	\$ 96,000.00		1-May-06
4	1501 W. Wyatt Earp	Tenant	Cowboy Supply		\$ 18,820.00	27-Jul-05
5	1409 Wyatt Earp	Coors Distributor	Southwest Distributing Co.	\$ 78,600.00	\$ 3,995.00	19-Aug-05
6	1410 Wyatt Earp	Wyatt Earp Liquor	William L. & Kim Cunningham	\$ 20,750.00		7-Nov-05
6a	1400 Wyatt Earp	Auto Zone	William L. & Kim Cunningham	\$ 20,750.00		7-Nov-05
7	1308 Wyatt Earp	Prairie Crafts	Auto Zone Inc.	\$ 16,041.00		7-Nov-05
8	1300 Wyatt Earp	Tenant	Merle & JoAnne Cragg	\$ 138,078.15	\$ 6,000.00	19-Aug-05
8	1300 Wyatt Earp	Tenant	Rosa Diaz, Guichos Boots		\$ 15,928.00	19-Aug-05
8	1300 Wyatt Earp	Tenant	OK Transfer & Storage		\$ 250.00	27-Sep-05
8	1300 Wyatt Earp	Tenant	John & Theresa Morgan, Boothill Coins		\$ 19,205.80	24-Oct-05
9	1307 Wyatt Earp	Doc Holiday Liquor	William M. Starks Trust	\$ 11,725.00	\$ 6,630.00	10-May-05
10	1301 Wyatt Earp	Peppercoms	Peppercoms Inc.	\$ 9,791.00	\$ 7,837.00	25-May-01
11	1210 Wyatt Earp	KFC	M2R LLC	\$ 32,196.00	\$ 9,500.00	15-Dec-05
11a	???? Wyatt Earp	El Charro	Prestige Motor Sports	\$ 15,784.00		27-Sep-05
12	1209 Wyatt Earp	Love's	El Charro Restaurant	\$ 45,000.00	\$ 15,680.00	27-Sep-05
13	1108 Wyatt Earp	Conoco	Musket Corp	\$ 260,000.00		15-Dec-05
14	1111 Wyatt Earp	Subway	Wyatt Earp Gas LLC	\$ 349,025.92		27-Sep-05
15	1105 Wyatt Earp	Tenant	Rottinghouse Real Estate LLC	\$ 9,967.00	\$ 8,427.00	19-Aug-05
16	1103 Wyatt Earp	Curiosity Shop	Ronald E. & Debra L. Devorss	\$ 45,000.00		15-Nov-05
16	1103 Wyatt Earp	Blue Moon	Kwik Kar Lube & Tune		\$ 6,057.00	15-Nov-05
17	1102 Wyatt Earp	Tenant	Everett & Carol Schmitzler	\$ 18,000.00	\$ 3,227.00	27-Jul-05
17a	1100 Wyatt Earp	Tenant	Sandra A. Hendrickson	\$ 10,000.00		27-Jul-05
18	1010 Wyatt Earp	Drain	Harold & Carol Lucas	\$ 272,823.21		19-Aug-05
18a	1000 block of Wyatt Earp	King's Buffet	Asian Lucky Market	N/A	\$ 82,431.25	19-Aug-05
19	1005 Wyatt Earp	Long John Silver	City of Dodge City	\$ 36,000.00		N/A
20	1000 Wyatt Earp	Reinert Real Estate	KFC Corporation	\$ 27,984.00	\$ 8,430.00	1-May-06
21	1000 Wyatt Earp	Daylight Donut	LeRoy & Vivian Reinert	\$ 71,048.00		7-Feb-06
22	908 Wyatt Earp	Tenant	Robert Waddell Trust	\$ 8,000.00	\$ 5,854.00	1-May-06
23	908 Wyatt Earp	Tenant	Robert Waddell Trust	\$ 49,600.00		10-May-05
23	908 Wyatt Earp	Residence	Amber & Jeral Gibbs		\$ 4,750.00	27-Jul-05
24	909 Wyatt Earp	Residence	Key Collins		\$ 6,650.00	27-Jul-05
25	805 Wyatt Earp	Arby's	Faye A. Garrett	\$ 6,000.00		27-Jul-05
26	805 Wyatt Earp	Residence	Merle W. & Linda M. Kaufman	\$ 91,953.93	\$ 14,493.00	10-May-05
27	806 Wyatt Earp	Tenant/Owner	Robert L. Davis Investment	\$ 32,280.00	\$ 9,745.00	19-Aug-05
27	806 Wyatt Earp	Tenant/Owner	George Mussermann & Trust	\$ 5,491.11		15-Dec-05
28	900 Wyatt Earp	Lily's Jewelry and Pawn	Robert Slith	\$ 62,050.89		27-Jul-05
28	900 Wyatt Earp	Residence	Michael & Liliane Zungia	\$ 98,815.80	\$ 9,327.00	27-Jul-05
29	808 Wyatt Earp	Burger King	Michael & Liliane Zungia		\$ 13,395.51	5-Jul-05
30	800 Wyatt Earp	Boothill Phillips 66	Two Day Properties LLC	\$ 38,000.00		5-Jul-05
31	801 Wyatt Earp	Sonic	Brock LLC	\$ 29,800.00	\$ 7,866.00	1-May-06
31	801 Wyatt Earp	Tenant	Smith Troy Inc.	\$ 25,339.00		27-Jul-05
32	703 Wyatt Earp	McDonald's	Sonic of Dodge City	\$ 15,000.00		24-Oct-05
33	708 Wyatt Earp	Taco Bell	McDonald's Corp.	\$ 26,750.00		24-Oct-05
34	700 Wyatt Earp	Montana Mikes Steak House	Larry J. Fugate	\$ 70,000.00		1-May-06
35	400 & 500 Block of Wyatt Earp	Front Street Parking Lot	Premier Bros.	\$ 10,000.00		11-Apr-06
			City of Dodge City	N/A	N/A	12-Sep-05
						N/A

SUB-TOTALS \$ 2,342,144.01 \$ 307,352.23
GRAND TOTAL \$ 2,649,496.24

ADAMS & JONES, CHARTERED
155 North Market, Suite 600
P.O. Box 1034
Wichita, Kansas 67201-1034
Telephone: (316) 265-8591
Fax: (316) 265-9719

IN THE SIXTEENTH JUDICIAL DISTRICT
DISTRICT COURT, FORD COUNTY, KANSAS
CIVIL DEPARTMENT

IN THE MATTER OF THE ACQUISITION)
OF PROPERTY BY EMINENT DOMAIN,)
)
THE CITY OF DODGE CITY, KANSAS,)
a municipal corporation,)
)
Plaintiff,)
)
v.)
)
DILLON REAL ESTATE CO., INC., ET AL,)
)
Defendants.)

Case No.: 06 C 17

PURSUANT TO CHAPTER 26
KANSAS STATUTES ANNOTATED

ORDER FIXING APPRAISERS' FEES AND TAXING COSTS

NOW on this ____ day of April, 2006, this matter comes on for hearing upon the application of the City of Dodge City, Kansas, for an Order taxing the costs of this proceeding.

The Court finds that the appraisers have filed their Report with the Clerk of this Court, that all proceedings necessary to be done by them have been completed in the proper statutory manner, and they should be allowed reasonable fees for their services. The Court further finds that appraisers' fees and costs, including the fee of the Guardian *ad Litem*, in the amount of \$4,710.00 shall be assessed against the plaintiff/condemnor.

IT IS, THEREFORE, ORDERED that fees be allowed the appraisers herein, in the following amounts, and that upon payment of said fees by plaintiff, the Clerk is hereby directed to disburse said fees to said appraisers:

Name/Address	Amount
Hitz Appraisal Service P.O. Box 307 Spearville, Kansas 67876-0307	\$1,620.00
Jeff Hiers 2011 Central Avenue Dodge City, Kansas 67801	\$1,440.00
Frank Rose Coldwell Banker 2300 First Avenue Dodge City, Kansas 67801	\$1,500.00

and that such fees and the costs of this proceeding be assessed against The City of Dodge City, Kansas.

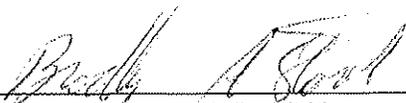
IT IS FURTHER ORDERED that Guardian Ad Litem fees in the amount of \$150.00 shall be assessed against the plaintiff/condemnor and paid to David H. Snapp.

IT IS SO ORDERED.

E. LEIGH HOOD, DISTRICT JUDGE

SUBMITTED:

ADAMS & JONES, CHARTERED

By 
Bradley A. Stout, SC # 12966
Attorneys for Plaintiff

ADAMS & JONES, CHARTERED
155 North Market, Suite 600
P.O. Box 1034
Wichita, Kansas 67201-1034
Telephone: (316) 265-8591
Fax: (316) 265-9719

FILED

2006 APR 21 AM 9:31

G

Stephanie Nicholas
CLERK DISTRICT COURT
FORD COUNTY, KANSAS

IN THE SIXTEENTH JUDICIAL DISTRICT
DISTRICT COURT, FORD COUNTY, KANSAS
CIVIL DEPARTMENT

IN THE MATTER OF THE ACQUISITION
OF PROPERTY BY EMINENT DOMAIN,

THE CITY OF DODGE CITY, KANSAS,
a municipal corporation,

Plaintiff,

v.

DILLON REAL ESTATE CO., INC., ET AL,

Defendants.

Case No.: 06 C 17

PURSUANT TO CHAPTER 26
KANSAS STATUTES ANNOTATED

REPORT OF APPRAISERS

We, the undersigned appraisers, appointed to view and appraise the value of certain lands and/or interests and/or rights therein, described in the Petition of The City of Dodge City, Kansas, in the captioned matter and to determine the damages to the interested parties resulting from the takings, after being duly sworn, now report as follows:

On March 14, 2006, we mailed notices of our hearing to the plaintiff and all defendant parties named in the Petition whose addresses were known to us after diligent inquiry. We began our appraisal and assessment of damages by actual view of the lands to be taken and of the tracts of which they are a part on April 6, 2006. A public hearing was held in the Ford County

Courthouse, Dodge City, Kansas, the time and place stated in the notice, at which time we heard oral and written testimony concerning our appraisal and assessment of damages from the plaintiff and such of the defendants as were present and desired to be heard.

After our view of the lands involved, after consideration of the testimony received at the hearing and according to the instructions given us by the Court, we have appraised the lands and/or interests and/or rights therein sought by the plaintiff and described in the Petition and have determined the damages to the interested parties resulting from the takings are as follows:

Tract No. 1

The following named persons may have an interest in the real property described below:

Owners: Dillon Real Estate Co., Inc.
c/o Corporation Service Company, Agent
200 SW 30th Street
Topeka, Kansas 66611

Lienholders or Other Interested Parties: Kwik Shop, Inc.
Corporation Service Company, Agent
200 SW 30th Street
Topeka, Kansas 66611

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 2 feet North of the Southwest corner of Lot 7, Block 1, Greenwood Courts Addition to the City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 01 degrees 32 minutes 27 seconds East, along the West line of said Lot 7, a distance of 13.02 feet; thence South 85 degrees 08 minutes 55 seconds East, a distance of 81.06 feet; thence North 80 degrees 48 minutes 54 seconds East, a distance of 41.23 feet; thence North 19 degrees 41 minutes 31 seconds East, a distance of 44.57 feet to the East line of Lot 6, Block 1, Greenwood Courts Addition, also being the West right-of-way line of 14th Avenue; thence South 01 degrees 31 minutes 06 seconds West, along said East line of Lot 6, Block 1, Greenwood Courts Addition, also being the West right-of-way line of 14th Avenue, a distance of 43.69 feet to the North right-of-way line of Wyatt Earp Boulevard; thence South 54 degrees 52 minutes 35 seconds West, along the North right-of-way line of Wyatt Earp Boulevard, a distance of 16.28 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard North 85 degrees 08 minutes 55 seconds West, a distance of 11.07 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard South 04 degrees 51 minutes 05 seconds West, a distance of 8.00 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard North 85 degrees 08 minutes 55 seconds West, a distance of 19.04 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard South 04 degrees 51 minutes 05 seconds West, a distance of 5.00 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard North 85 degrees 08 minutes 55 seconds West, a distance of 36.55 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard North 04 degrees 51 minutes 05 seconds East, a distance of 1.00 feet; thence continuing along said North right-of-way line of Wyatt Earp Boulevard North 85 degrees 08 minutes 55 seconds West, a distance of 55.13 feet to the Point of Beginning.

Said tract contains 2,002 square feet of land, more or less.

(b) A temporary construction easement for driveway and road construction described as follows:

Commencing at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 2 feet North of the Southwest corner of Lot 7, Block 1, Greenwood Courts Addition to the City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 01 degrees 32 minutes 27 seconds East, along the West line of said Lot 7, a distance of 13.02 feet to the Point of Beginning; thence continuing North 01 degrees 32 minutes 27 seconds East, along said West line of said Lot 7, a distance of 20.03 feet; thence South 85 degrees 08 minutes 55 seconds East, a distance of 47.22 feet; thence South 04 degrees 51 minutes 05 seconds West, a distance of 20.00 feet; thence North 85 degrees 08 minutes 55 seconds West, a distance of 46.06 feet to the Point of Beginning.

Said tract contains 933 square feet of land, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the project for which this easement is acquired, or whichever comes first.

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	<u>\$ 420,000.00</u>
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	<u>\$ 230,000.00</u>
TOTAL COMPENSATION & MEASURE OF DAMAGES	<u>\$ 190,000.00</u>

Tract No. 4

The following named persons may have an interest in the real property described below:

Owners: Floyd D. Kirby and Evelyn Kirby
1901 W. Comanche Street
Dodge City, Kansas 67801

Lienholders or Other Interested Parties: Cowboy Supply, Inc.
c/o Billy R. Merhoff, Agent
605 W. Kansas
Greensburg, Kansas 67054

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the South right-of-way line of Wyatt Earp Boulevard, which is 7.00 feet South of the Northwest corner of Lot 2, Block 1, Moncrief Place Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of South 85 degrees 08 minutes 55 seconds East, along said South right-of-way line of Wyatt Earp Boulevard, a distance of 77.78 feet; thence continuing along said South right-of-way line of Wyatt Earp Boulevard South 04 degrees 51 minutes 05 seconds West, a distance of 10.00 feet; thence continuing along said South right-of-way line of Wyatt Earp Boulevard South 85 degrees 08 minutes 55 seconds East, a distance of 11.65 feet; thence continuing along said South right-of-way line of Wyatt Earp Boulevard South 44 degrees 33 minutes 45 seconds East, a distance of 15.31 feet to the East line of said Lot 1, also being the West line of 14th Avenue; thence South 01 degrees 31 minutes 06 seconds West, along said East line of Lot 1, a distance of 49.67 feet; thence North 17 degrees 25 minutes 32 seconds West, a distance of 31.72 feet; thence North 57 degrees 05 minutes 39 seconds West, a distance of 51.43 feet; thence North 85 degrees 08 minutes 55 seconds West, a distance of 46.53 feet to the West line of said Lot 2; thence North 04 degrees 51 minutes 05 seconds East, along said West line of Lot 2, a distance of 16.00 feet to the Point of Beginning.

Said tract contains 2,259 square feet of land, more or less.

Tract No. 4 (continued)

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	\$ <u>96,000.00</u>
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	\$ <u>75,500.00</u>
TOTAL COMPENSATION & MEASURE OF DAMAGES	\$ <u>20,500.00</u>

Tract No. 19

The following named persons may have an interest in the real property described below:

Owners:

Eula Mae Dome
c/o Don Dome
2306 Ridge Club Road
Wichita, Kansas 67205

Hayden Zow
P.O. Box 1011
Frazer, Pennsylvania 19355

Phillip D. Zow
P.O. Box 982
Warrensburg, Missouri 64093

GPL, Inc.
c/o Pat George
308 S. Second Avenue
Dodge City, Kansas 67801

Lienholders or Other
Interested Parties:

King's Buffet
c/o Cheng Lin
1005 W. Wyatt Earp Boulevard
Dodge City, Kansas 67801

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the South right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet South of the Northeast corner of Lot 12, Block 20, Olive's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of South 04 degrees 45 minutes 47 seconds West, along the East line of said Lot 12, a distance of 11.00 feet; thence North 85 degrees 14 minutes 13 seconds West, a distance of 172.53 feet to the South right-of-way line of Wyatt Earp Boulevard; thence North 04 degrees 45 minutes 47 seconds East, along South right-of-way line of Wyatt Earp Boulevard, a distance of 11.00 feet; thence continuing along the South right-of-way line of Wyatt Earp Boulevard South 85 degrees 14 minutes 13 seconds East, a distance of 172.53 feet to the Point of Beginning.

Said tract contains 1,898 square feet of land, more or less.

(b) A temporary construction easement for driveway and road construction described as follows:

Commencing at a point on the South right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet South of the Northeast corner of Lot 12, Block 20, Olive's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of South 04 degrees 45 minutes 47 seconds West, along the East line of said Lot 12, a distance of 11.00 feet to the Point of Beginning; thence continuing South 04 degrees 45 minutes 47 seconds West, along said East line of said Lot 12, a distance of 5.00 feet; thence North 85 degrees 14 minutes 13 seconds West, a distance of 172.53 feet to the South right-of-way line of Wyatt Earp Boulevard; thence North 04 degrees 45 minutes 47 seconds East, along said South right-of-way line of Wyatt Earp Boulevard a distance of 5.00 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 172.53 feet to the Point of Beginning.

Said tract contains 863 square feet of land, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the project for which this easement is acquired, or whichever comes first.

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	\$ 330,000.00
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	\$ 294,000.00
TOTAL COMPENSATION & MEASURE OF DAMAGES	\$ 36,000.00

Tract No. 21

The following named persons may have an interest in the real property described below:

Owners: Leroy Reinert
Vivian Reinert
1000 W. Wyatt Earp Boulevard
Dodge City, Kansas 67801

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southeast corner of Block 18, Olive's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 85 degrees 14 minutes 13 seconds West, along said North right-of-way line of Wyatt Earp Boulevard, a distance of 149.79 feet; thence North 01 degrees 56 minutes 40 seconds East, a distance of 11.02 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 149.79 feet to the West right-of-way line of 9th Avenue; thence South 01 degrees 55 minutes 30 seconds West, along said West right-of-way line of 9th Avenue, a distance of 11.03 feet to the Point of Beginning.

Said tract contains 1,649 square feet of land, more or less.

(b) A temporary construction easement for driveway and road construction described as follows:

Commencing at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southeast corner of Block 18, Olive's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 01 degrees 55 minutes 30 seconds East, along the West right-of-way line of 9th Avenue, a distance of 11.03 feet to the Point of Beginning; thence North 85 degrees 14 minutes 13 seconds West, a distance of 149.79 feet; thence North 01 degrees 56 minutes 40 seconds East, a distance of 5.00 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 47.29 feet; thence North 04 degrees 45 minutes 47 seconds East, a distance of 20.00 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 40.00 feet; thence South 04 degrees 45 minutes 47 seconds West, a distance of 20.00 feet; thence South 85 degrees 14 minutes 13 seconds East, a distance of 62.49 feet to said West right-of-way line of 9th Avenue; thence South 01 degrees 55 minutes 30 seconds West, along said West right-of-way line of 9th Avenue, a distance of 4.99 feet to the Point of Beginning.

Said tract contains 1,547 square feet of land, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the project for which this easement is acquired, or whichever comes first.

Tract No. 21 (continued)

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	\$ <u>173,000.00</u>
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	\$ <u>101,952.00</u>
TOTAL COMPENSATION & MEASURE OF DAMAGES	\$ <u>71,048.00</u>

Tract No. 29

The following named persons may have an interest in the real property described below:

Owners:

Twodays Properties, L.L.C.
 c/o Douglas J. Day, Agent
 230 Ida
 Wichita, Kansas 67211

Burger King Corporation
 c/o The Corporation Company, Inc., Agent
 515 South Kansas Avenue
 Topeka, Kansas 66603

Lienholders or Other
 Interested Persons:

OneDay, L.L.C.
 c/o Douglas J. Day, Agent
 230 Ida
 Wichita, Kansas 67211

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southeast corner of Lot 1, Block 2, Hardesty's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 88 degrees 46 minutes 43 seconds West, along said North right-of-way line of Wyatt Earp Boulevard, a distance of 140.03 feet to the East right-of-way line of 8th Avenue; thence North 01 degrees 52 minutes 19 seconds East, along the East right-of-way line of 8th Avenue, a distance of 20.26 feet; thence South 39 degrees 38 minutes 40 seconds East, a distance of 10.56 feet; thence South 89 degrees 22 minutes 52 seconds East, a distance of 132.93 feet to said East line of Lot 1, Block 2; thence South 01 degrees 21 minutes 14 seconds West, along said East line of Lot 1, Block 2, a distance of 13.67 feet to the Point of Beginning.

Said tract contains 1,839 square feet of land, more or less.

(b) A temporary construction easement for driveway and road construction described as follows:

Commencing at a point on the North right-of-way line of Wyatt Earp Boulevard, which is 4.00 feet North of the Southeast corner of Lot 1, Block 2, Hardesty's Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of North 01 degrees 21 minutes 14 seconds East, along the East line of said Lot 1, Block 2, a distance of 13.67 feet to the Point of Beginning; thence North 89 degrees 22 minutes 52 seconds West, a distance of 132.93 feet; thence North 39 degrees 38 minutes 40 seconds West, a distance of 10.56 feet to the East right-

of-way line of 8th Avenue; thence North 01 degrees 52 minutes 19 seconds East, along the East right-of-way line of 8th Avenue, a distance of 50.00 feet; thence South 88 degrees 07 minutes 41 seconds East, a distance of 7.00 feet; thence South 01 degrees 52 minutes 19 seconds West, a distance of 39.91 feet; thence South 88 degrees 16 minutes 04 seconds East, a distance of 132.76 feet to the said East line of Lot 1, Block 2; thence South 01 degrees 21 minutes 14 seconds West, along said East line of Lot 1, Block 2, a distance of 15.42 feet to the Point of Beginning.

Said tract contains 2,597 square feet of land, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the project for which this easement is acquired, or whichever comes first.

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	<u>\$ 375,000.00</u>
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	<u>\$ 337,000.00</u>
TOTAL COMPENSATION & MEASURE OF DAMAGES	<u>\$ 38,000.00</u>

Tract No. 32

The following named persons may have an interest in the real property described below:

Owners: McDonald's Corporation
The Prentice-Hall Corporation
System, Kansas, Inc., Agent
200 S.W. 30th Street
Topeka, Kansas 66611

(a) A permanent easement for the purposes of the right-of-way, design, construction, widening, improvement, repair and maintenance of Wyatt Earp Boulevard in the City of Dodge City, Ford County, Kansas, described as follows:

Beginning at a point on the South right-of-way line of Wyatt Earp Boulevard, which is the Northwest corner of Lot 1, Block 2, Centennial Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of South 78 degrees 56 minutes 11 seconds East, along the North line of said Lot 1, also being the South right-of-way line of Wyatt Earp Boulevard, a distance of 130.33 feet; thence continuing along the North line of said Lot 1, also being the South right-of-way line of Wyatt Earp Boulevard South 65 degrees 00 minutes 47 seconds East, a distance of 54.14 feet; thence on a non-tangent curve to the left having a radius of 773.51 feet, an arc distance of 148.54 feet, on a chord which bears North 75 degrees 04 minutes 43 seconds West, a chord distance of 148.31 feet; thence South 86 degrees 33 minutes 32 seconds West, a distance of 24.07 feet; thence South 52 degrees 46 minutes 01 seconds West, a distance of 14.93 feet to the West line of said Lot 1; thence North 06 degrees 21 minutes 14 seconds East, along said West line of Lot 1, also being the East right-of-way line of 7th Avenue, a distance of 20.29 feet to the Point of Beginning.

Said tract contains 1,502 square feet of land, more or less.

(b) A temporary construction easement for driveway and road construction described as follows:

Commencing at appoint on the South right-of-way line of Wyatt Earp Boulevard, which is the Northeast corner of Lot 1, Block 2, Centennial Addition, City of Dodge City, Ford County, Kansas; thence on an assumed bearing of South 00 degrees 00 minutes 00 seconds East, along the East line of said Lot 1, a distance of 11.03 feet; thence North 65 degrees 17 minutes 38 seconds West, a distance of 90.42 feet; thence North 74 degrees 48 minutes 18 seconds West, a distance of 42.25 feet; thence North 79 degrees 21 minutes 18 seconds West, a distance of 79.77 feet; thence North 86 degrees 33 minutes 32 seconds East, a distance of 24.07 feet; thence on a non-tangent curve to the right having a radius of 773.51 feet, an arc distance of 148.54 feet, on a chord which bears South 75 degrees 04 minutes 43 seconds East, a chord distance of 148.31 feet to the South right-of-way line of Wyatt Earp Boulevard; thence South 65 degrees 00 minutes 47 seconds East, along said South right-of-way line of Wyatt Earp Boulevard, a distance of 37.48 feet to the Point of Beginning.

Said tract contains 1,400 square feet of land, more or less.

This easement expires three (3) years after legal possession through condemnation or ninety (90) days after completion of the project for which this easement is acquired, or whichever comes first.

APPRAISEMENT:

VALUE OF ENTIRE PROPERTY OR INTEREST IMMEDIATELY BEFORE TAKING	\$ <u>425,000.00</u>
VALUE OF THAT PORTION OF THE PROPERTY OR INTEREST REMAINING IMMEDIATELY AFTER TAKING	\$ <u>398,250.00</u>
TOTAL COMPENSATION & MEASURE OF DAMAGES	\$ <u>26,750.00</u>

The foregoing Report of our appraisal is well and truthfully made and in witness whereof, we have hereunto affixed our signatures this 19TH day of APRIL, 2006.

Mike Hitz
Mike Hitz

Jeff Hiers
Jeff Hiers

Frank Rose
Frank Rose

Subscribed and sworn to before me this 19th day of APRIL, 2006.



Christina Torres - Deputy
Clerk of the Ford County District Court