

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, January 7, 2013

7:00 p.m.

MEETING #4910

CALL TO ORDER

ROLL CALL

INVOCATION by Pastor Anthony Bezille of the Church of Nazarene

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

Dodge City Public Library Quarterly Update: Cathy Reeves.

Presentation of Kansas City Public Improvement Award on the Water Reclamation Facility with Beneficial Reuse from the American Council of Engineering Companies of Kansas: Presented by Director of Public Information, Jane Longmeyer

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 17, 2012;
2. Approval of City Commission Special Meeting, December 31, 2012;
3. Appropriation Ordinance No. 1, January 7, 2013;
4. Cereal Malt Beverage License:
 - a. Water Sports Campground, 500 Cherry St.
 - b. Taylor's, 2305 W. Wyatt Earp Blvd.

ORDINANCES & RESOLUTIONS

Resolution No. 2013-01: A Resolution Designating the Fidelity State Bank and Trust Company of Dodge City, Kansas as an official Depository Bank of the City of Dodge City. Report by Director of Finance/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of 2013 State/Federal Legislative Policy. Report by Assistant City Manager, Cherise Tieben
2. Approval of YMCA Supplemental Agreement. Report by Assistant City Manager, Cherise Tieben
3. Development Agreement by and between Kansas Builders, LLC and the City of Dodge City. Report by Leslie Lomas, Special Projects/Housing.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, December 17, 2012

7:00 p.m.

MEETING #4908

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit.

INVOCATION by Phillip Scott of First Christian Church

PLEDGE OF ALLEGIANCE

PETITIONS AND PROCLAMATIONS

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

Jerry Rumbaugh, 1827 Barham - Drainage Issues.

Bill Miller – The City got estimates on Comanche, talked about how the Street got its name; and thinks it will be better to have a 4 Lane Street on Comanche.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, December 3, 2012;
2. Approval of Work Session Minutes
3. Appropriation Ordinance No. 24, December 17, 2012;
4. Cereal Malt Beverage License;
 - a. Mariah Hills Golf Course, 1800 Matt Down Lane
 - b. Alco Discount Store, 1701 North 14th Avenue
5. Approval to reject all bids for the Mower for Dodge City Regional Airport.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Resolution No. 2012-39: A Resolution Describing and Defining the Boundary of the City of Dodge City was approved on a motion by Commissioner Jim Sherer, the motion was seconded by Commissioner Brian Delzeit. Motion carried unanimously.

1. Bid for the Hydro Excavator for the Water Department in the amount of \$40,917.00 from Price Bro's Inc. was approved on a motion by Commissioner Brian Delzeit, the motion was seconded by Commissioner Joyce Warshaw. Motion carried unanimously.
2. Bid for the Trench Packer for the Water and Street Departments in the amount of \$32,260.00 from Berry Tractor was approved on a motion by Commissioner Brian Delzeit, the motion was seconded by Commissioner Joyce Warshaw. Motion carried unanimously.
3. Bid for Carpet Replacement at City Hall in an amount not to exceed \$62,960.00 from Guthrie Floor Covering was approved on a motion by Commissioner Jim Sherer, the motion was seconded by Commissioner Joyce Warshaw. Motion carried 4 – 1. Commissioner Kent Smoll opposed.
4. Approval of Allocation of Alcohol and Drug Sur Tax Funds in the following amounts:
 - \$10,000.00 - Area Mental Health Center
 - \$1,000.00 - Dodge City Public Library
 - \$4,500.00 - Dodge City Police Department – (JUDGE)
 - \$6,500.00 -Dodge City Police Department- (GREAT)
 - \$65,000.00 - New Chance
 - \$8,000.00 -Friends of Recovery – Oxford Houses of Dodge City
 - \$9,000.00 - Catholic Social Services

were approved on a motion by Commissioner Jim Sherer, the motion was seconded by Commissioner Kent Smoll. Motion carried unanimously.

OTHER BUSINESS

Ken Strobel

- Discussed Special Meeting to be held December 31 at 8:00 a.m.;
- December 18, Public Official Exchange at the Boot Hill Occident;
- Concerts held at the United Wireless Arena last weekend were well attended;
- Wish everyone a Merry Christmas.

Joyce Warshaw

- Wished everyone a Happy Holiday Season. Keep the residents of Newtown Connecticut in our thoughts and prayers;
- Shop Local.

Jim Sherer

- Echoed what Joyce said;
- Wish everyone a Merry Christmas.

Kent Smoll

- Merry Christmas & Happy New Year;
- Shop Local and often - It is important to retailers;
- Went to Eli Young Band & Oak Ridge Boys, decibel levels were loud.

Brian Delzeit

- Echoed Joyce's comments;
- We are very fortunate in Dodge City about the economy;
- Shop Local;
- There area lot of things we can do to help victims of tragedy in Connecticut and the victims of Hurricane Sandy. There are a lot of websites you can go to help these people;
- Merry Christmas

Rick Sowers

- Wished everyone a Merry Christmas;
- Thanked residents for putting up Christmas lights;
- Keep in our thoughts and prayers officers in Topeka.

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Monday, December 31, 2012

8:00 a.m.

MEETING # 4909

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners, Joyce Warshaw, Jim Sherer, Kent Smoll and Brian Delzeit.

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing for the 2012 Budget Amendments. Director of Finance/City Clerk; Nannette Pogue presented the 2012 Budget Amendments. The proposed amendments were discussed.

CONSENT CALENDAR

Appropriation Ordinance No. 25, December 27, 2012

Commissioner Kent Smoll moved to approve the Consent Calendar as presented; Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

NEW BUSINESS

Approval of 2012 Budget Amendments were approved on a motion by Commissioner Brian Delzeit, Commissioner Jim Sherer seconded the motion. Motion carried unanimously

ADJOURNMENT

Commissioner Joyce Warshaw moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried unanimously.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

Dodge City or County of FORA

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One: <input checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name	Phone No.	Date of Birth	
<u>VIRGIL P. MORRISON</u>	<u>227-2935</u>	<u>5-18-27</u>	
Residence Street Address	City	Zip Code	
<u>504 MINNEOLA RD</u>	<u>DODGE CITY</u>	<u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
<u>OLIVE MORRISON</u>	<u>SAME</u>	<u>8-20-25</u>	
Residence Street Address	City	Zip Code	
<u>SAME AS ABOVE</u>	<u>SAME</u>	<u>67801</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name	Name	Address	
<u>WATER SPORTS CAMPGROUND</u>	<u>PAT MORRISON</u>	<u>504 MINNEOLA RD.</u>	
Business Location Address	City	State	Zip
<u>500 CHERRY + KJ PARK</u>	<u>DODGE CITY</u>	<u>K</u>	<u>67801</u>
Business Phone No.	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
<u>225-9003-225-8044</u>			
Business Location Owner Name(s)			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>SINCE BIRTH</u>	
I am at least 21 years old. <u>yes</u>	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes Have Not <input type="checkbox"/> No Have
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

(This form has been prepared by the Attorney General's Office)

City or County of Dodge City

SECTION 1 - LICENSE TYPE	
Check One: <input checked="" type="checkbox"/> New License <input type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-461660769F-01</u>		
Name <u>Chuck Taylor Jr</u>	Phone No. <u>620-225-0973</u>	Date of Birth <u>8-1-64</u>
Residence Street Address <u>111 McCaustland #2</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Taylor's</u>	Name <u>Chuck Taylor Jr</u>
Business Location Address <u>2305 W WYATT Exp</u>	Address <u>PO Box 1623</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>
Business Phone No. <u>620 225 0973</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>Chuck Taylor Jr</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>40</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Memorandum

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

From: Nannette Pogue

Date: January 2, 2013

Subject: Resolution No. 2013-01

Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2013.01

Background: The City currently uses Fidelity State Bank as our official depository. The bank recently changed some of their policies regarding our accounts at the bank. We renewed the signature cards for the City's accounts at the bank. Since it has been since 2007 that the City Commission authorized the accounts, we thought it would be appropriate to renew the resolution authorizing the accounts at this time as well. The resolution authorizes Fidelity State Bank as an official depository and authorizes the accounts that the City has established there.

Justification: It is required by the bank to have City Commission authorization via a Resolution of the City.

Financial Considerations: None

Purpose/Mission: To promote open communications, honesty and integrity.

Legal Considerations: None

Attachments: Resolution No. 2013-01

RESOLUTION NO. 2013-01

A RESOLUTION DESIGNATING THE FIDELITY STATE BANK AND TRUST COMPANY, DODGE CITY, KANSAS, AS AN OFFICIAL DEPOSITORY BANK

WHEREAS, K.S.A. 9-1401 requires the Governing Body of the City of Dodge City designated by official action, the financial institutions which shall serve as depositories of City Funds;

AND WHEREAS, the Governing Body has voted to designate The Fidelity State Bank and Trust Company, 510 N. Second Avenue, Dodge City, Kansas as an official depository for City funds.

NOW THEREFORE, be it resolved by the Governing Body of the City of Dodge City that The Fidelity State Bank and Trust Company, Dodge City, Kansas is designated as a depository for the City of Dodge City funds.

BE IT FURTHER RESOLVED that the following accounts are hereby authorized and all checks, drafts, notes or orders drawn against the stated accounts must be signed as shall be certified to The Fidelity State Bank and Trust Company, Dodge City, Kansas and no checks, drafts, notes or orders drawn against said accounts shall be valid unless signed as certified.

- A. City of Dodge City, General Funds – Account Number 02-200-4
- B. City of Dodge City, Department of Parks and Recreation – Account Number 02-205-3
- C. City of Dodge City, Revolving Account – Account Number 02-210-3
- D. City of Dodge City, HSA Funding Account – Account Number 02-215-2
- E. City of Dodge City, Employee Group Benefit Plan Account – Account Number 02-219-4
- F. City of Dodge City, Employee Flexible Spending Account – Account Number 02-220-2
- G. Dodge City Municipal Band – Account Number 29-862-0

BE IT FURTHER RESOLVED that certification of persons authorized to sign on the above stated accounts shall be provided to The Fidelity State Bank and Trust Company, Dodge City, Kansas by the City Manager of Dodge City and the City Clerk.

BE IT FURTHER RESOLVED that this resolution shall continue to have effect until express written notice of its rescission or modification has been received by the Fidelity State Bank and Trust Company, Dodge City, Kansas.

BE IT FURTHER RESOLVED that this resolution shall take effect immediately upon its passage.

DATED this _____ day of _____, 2012.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: January 4, 2013
Subject: 2013 Legislative Policy
Agenda Item: New Business

Recommendation: Approve the 2013 State/Federal Legislative Policy.

Background: City staff has been actively working on defining the City of Dodge City legislative policy that will be submitted to our state legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition Legislative Policy.

Justification: The legislative policy is a communication tool that enables our legislators to understand our position on issues that might come up during the legislative session. The City also generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.

Financial Considerations: Not applicable.

Purpose/Mission: The legislative policy addresses areas that will improve the quality of life in our community and foster a better future for Dodge City.

Legal Considerations: None.

Attachments: 2013 Legislative Policy.



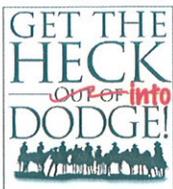
Legislative Policy

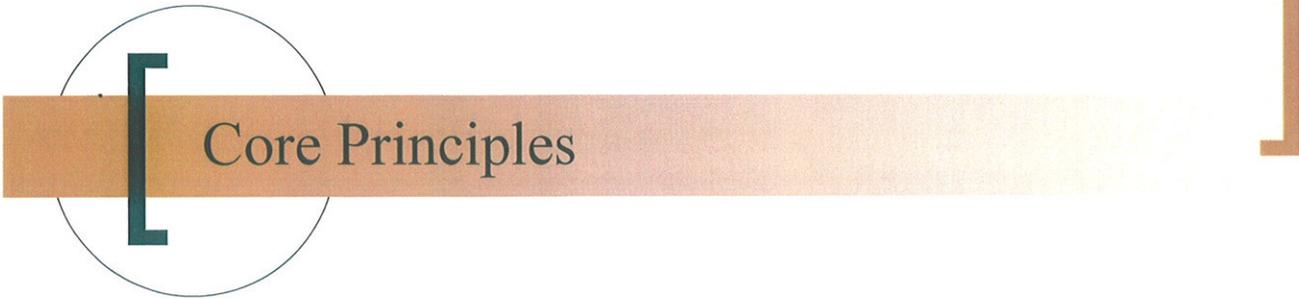
2013



Summary position

This policy statement presents general state and federal legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement has been provided to the Dodge City legislative delegation for its consideration at the 2013 legislative session. The focus of this policy statement is on general policies and principles. However, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2013 Session.





Core Principles

ANNEXATION: The ability of Dodge City to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 but would oppose any further change which would limit the authority of Dodge City to grow through annexation.

ECONOMIC DEVELOPMENT: Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities, of which Dodge City is neither, due to the region's micropolitan statistical area (μ SA) geographical designation. In other words, Dodge City is too big for rural-oriented programs, and too small for urban-oriented programs. Therefore, Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

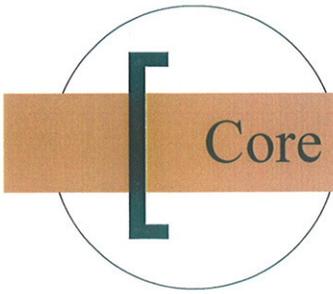
EDUCATION: An adequate and stable workforce is essential to maintaining and growing the economy of Dodge City and southwest Kansas. Therefore, we believe in establishing educational opportunities for local and region residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, Dodge City wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, community colleges, and vocational training programs. Additionally, Dodge City supports adequate funding for all Kansas Board of Regents institutions.

EMINENT DOMAIN: Eminent domain is a fundamental municipal right. The authority to acquire property through condemnation proceedings is critical for public improvement projects and has been long recognized as an economic development tool. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

HOME RULE: The Kansas Legislature should avoid intervention in matters of local affairs and government and should act to encourage and promote the exercise of authority and assumption of responsibility by locally elected, locally responsible governing bodies. Dodge City opposes any direct or indirect attempt to limit or restrict the constitutionally granted Home Rule authority of cities.

KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT (KORA): Dodge City supports all levels of government being subject to the same open meetings requirement which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

KANSAS TAX SYSTEM: Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments.



Core Principles Continued

PROPERTY TAX EXEMPTIONS: Dodge City believes that the existing property tax base should be protected and therefore encourage the Kansas Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

PUBLIC PROPERTY & RIGHTS-OF-WAY: Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

REVENUE SHARING: The Kansas Legislature should reinstate existing revenue sharing programs. In the event that the State is unable to fully fund these, the Kansas Legislature should authorize cities to impose alternative revenue sources in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

STAR BONDS: Dodge City supports the ability of cities to utilize STAR bonds in order to promote economic development.

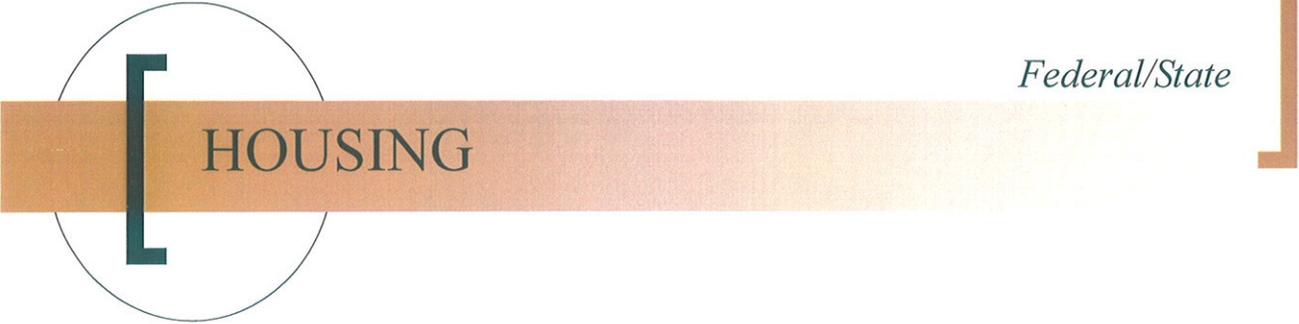
TAX SPENDING LID: Dodge City opposes any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

TRANSPORTATION: Passenger rail, freight rail, commercial aviation, general aviation and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. Dodge City feels that infrastructure development in the western half of the state should be a top priority as the State of Kansas seeks to select projects through the Transportation Works for Kansas Program. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Dodge City and southwest Kansas.

UNFUNDED MANDATES: Dodge City opposes unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

WATER: Many areas in Kansas are experiencing severe drought conditions, and many programs designed for irrigators who over pump are inadequate. In 2013, Dodge City is dedicated to thoughtful water policy, which is policy that enables member cities to safely and effectively meet water needs while also protecting resources. Dodge City also believes increased local involvement in water regulation is essential to water conservation policy.

ZONING: Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected municipal bodies when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.



HOUSING

Federal/State

POSITION: Dodge City continues to face critical housing shortages. The United States Congress should pursue housing policies that include communities whose populations exceed 20,000, yet are less than 35,000 as designated by the 2010 Census. We seek specific legislation relating to the USDA's Rural Development Programs that would adjust population limits so our communities that serve as regional trade centers qualify for housing programs provided under section 503 of the Housing Act of 1948.

Currently, Dodge City is limited due to population; however, mid-size towns near populated areas are permitted in the program even though the larger neighboring community could provide for their housing needs. We are caught in a gray space that disqualifies us for many federal housing programs. Dodge City wishes to correct this legal anomaly.

The State Legislature should continue to fund programs such as the Moderate Income Housing Program initiated in 2012. The program utilizes grants to assist municipalities and nonprofits with funding programs that develop housing for moderate income owners and renters.

We also encourage the retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization programs that are currently permitted by statute in qualifying communities. The State Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

BACKGROUND: Many communities, such as ours, often serve as regional trade centers and provide a major source of employment for smaller, neighboring communities. Current USDA regulations exclude these communities from access to such USDA initiatives, and severely limit funding opportunities for housing and infrastructure development, which in turn, limits opportunities for growing the economy in these and surrounding communities.

The State of Kansas has provided many useful tools for communities to utilize where gaps between construction rates and market rates prohibit development without incentives. We want to encourage the retention of these programs. However, we would also encourage the simplification of the processes required, to make utilization timely and less complicated.

IMMIGRATION

POSITION: The United States Congress and the Kansas Legislature should engage the immigration issue in a sensible way, a way that is built upon the recognition that Dodge City not only requires a reduction in time and distance barriers between an immigrant and his or her pursuance of legal residency, but also requires additional resources in the process of integrating immigrants into the community. Dodge City believes that United States Citizenship and Immigration Services (USCIS) should make a mobile unit available frequently in Dodge City as one way to reduce the time and distance barriers between immigrants and legal residency.

BACKGROUND: Many rural and micropolitan-sized areas depend on immigrant and refugee labor. In fact, many such areas are experiencing significantly lower unemployment rates than the rest of the country in a time of economic downturn. Therefore, immigration policy must be sensible, meaning it should consider the many aspects of a complicated issue. Congress should consider providing assistance to under-served rural areas with large immigrant populations with the services provided by Federal Immigration Offices. The establishment of such services would signify a sustained effort by the Federal Government to remove time and distance barriers between an immigrant and his or her pursuit of citizenship.

Transportation—Air

POSITION: Continue federal funding for passenger air service to Dodge City and western Kansas.

BACKGROUND: Essential Air Service (EAS) is critical to maintaining commercial air service to Dodge City. We encourage continued support from our Congressional Delegation.

Federal/State

TRANSPORTATION - Airport Improvement Program (AIP)

POSITION: Support continued and uninterrupted funding of Federal Aviation Administration and Airport Improvement Projects (AIP) for airports.

BACKGROUND: Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of airport improvements.

Federal/State

Transportation—Highway

POSITION: Continue funding for highway maintenance and infrastructure investment in and around Dodge City.

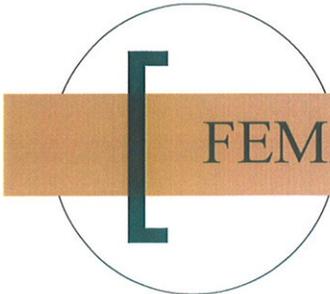
BACKGROUND: Transportation infrastructure is critical not only to the safety of region residents and travelers but also to the maintenance and growth of the regional economy.

Federal/State

Transportation—Rail

POSITION: Continue freight rail and passenger rail service to Dodge City and through southwest Kansas.

BACKGROUND: Preserving cross-country rail service through Dodge City and southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Kansas Amtrak Southwest Chief service. Dodge City believes Amtrak should continue to be adequately funded at the federal level.



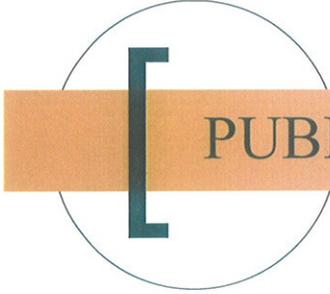
FEMA

Federal



POSITION: New special flood hazard areas, as part of any map modernization or remapping of flood insurance rate maps, should be in consultation with FEMA and local government.

BACKGROUND: Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The approximation method was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government. Dodge City supports legislation that would extend the accreditation time period to current certification allowing cities to responsibly budget the financing necessary to meet the required improvements to the levy system and giving FEMA funding for levy maintenance operations.



PUBLIC EMPLOYEES

Federal/State



POSITION: City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies in order to attract and maintain a high quality public workforce.

BACKGROUND:

PEERA/Collective Bargaining. Dodge City accepts the current statutory process in the Public Employer-Employees Relations Act. Dodge City opposes any state/federal mandate which would require collective bargaining at the local level.

State

KPERS/KP&F: Dodge City accepts the State’s efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the



WATER USE



State

POSITION: Dodge City supports legislation to allow municipalities the ability to “untie” currently owned water rights and reducing or eliminating the conversion of water rights from agriculture to municipal.

BACKGROUND: In order to provide for the future growth of a community, cities must be diligent in purchasing water rights. However in the past, water rights were ‘tied together’ and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, one would think that municipalities would not have a reduction when converting water rights.



GAMBLING



State

POSITION: The 2% Problem Gambling Fund needs to be protected for the purpose it is intended and needs to be allocated throughout the state with an emphasis on the gaming zones where people are at a greater risk to develop issues with problem gambling.

The State should not pursue legislation which negatively affects existing gaming facilities, due to the impact on communities which have dedicated public funds for infrastructure and growth related to such facilities.

BACKGROUND: By law, 2 percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund, which is designed to treat problem gamblers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the effectiveness of education and prevention efforts.



The City generally supports state legislative initiatives which would improve the quality of life for our citizens and enhance the effectiveness of local governments consistent with Home Rule. The City generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.



City Manager

806 N. 2nd Avenue
P.O. Box 880
Dodge City, KS 67801
www.dodgecity.org
(620) 225-8100



Memorandum

*To: City Manager
City Commissioners*
From: Cherise Tieben
Date: 01-04-13
Subject: YMCA Supplemental #1
Agenda Item: New Business

Recommendation: Staff recommends approval of the Dodge City YMCA Supplemental #1.

Background: The Management Agreement which was approved on November 5, 2012 covered the bulk of the issues that needed to be addressed in order to formalize the transition of our Recreation Department to the Dodge City YMCA. Small issues have developed which need clarification and others were simply omitted. Therefore, as this project evolves supplemental agreements will be used to keep the document memorialized in the most accurate fashion possible.

Justification: The issue of snow removal in the parking lot was omitted from the original agreement. The supplemental simply addresses the designation of responsibility for the sidewalk and the parking lot and how the City intends to address the parking lot. The original agreement holds the Dodge City YMCA responsible for the utilities. Due to significantly increased costs or issues with the meters, some of the accounts will remain in our name and we will bill the DCY monthly for their usage. The supplemental clarifies the practical application of how DCY will pay for certain utilities.

Financial Considerations: None

Purpose/Mission: Together we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

Legal Considerations: None

Attachments: Supplemental Agreement #1

Supplemental Agreement

This Supplemental Agreement is made and entered into by and between the City of Dodge City, KS and the Young Men's Christian Association of Southwest Kansas (collectively referred to as the "Parties") to supplement, clarify and establish procedures to implement certain provisions of the Management Agreement dated November 5, 2012 previously made and entered into between the Parties (the "Management Agreement");

Now Therefore, in consideration of the mutual covenants and agreements set forth herein and in furtherance of the goals, objectives and intent of the Management Agreement, the Parties agree as follows:

- 1.) With regard to paragraph 2.b. of the Management Agreement, the Parties agree that an additional paragraph 2.b.(iv.) be added as follows:

2.b.(iv) The City agrees to provide snow removal to the parking lot of the Sheridan Activity Center facility as deemed necessary by City during inclement weather, unless notified by the YMCA staff that the facility will be closed. Subject to other City responsibilities and priorities, the City will attempt to have the entrance to the campus and the parking lot opened no later than 5:00 a.m., if at all possible. The YMCA will notify City staff by 4:00 a.m. if they intend to close the facility due to inclement weather. The YMCA will provide for removal of the snow from the sidewalk areas. The YMCA will be responsible to provide ice mitigating products for the sidewalk surfaces.

- 2.) With regard to paragraph 2.j. of the Management Agreement, the Parties agree that the following provisions be added to the existing paragraph j:

The Parties have agreed that the bills for the Cox Cable/Internet and the United Wireless Phone Service that are provided at the Sheridan Center site, shall remain in the City's name and the City will promptly pay said bills. Once paid, the City shall provide a copy of the paid bill to the YMCA which shall within 30 days fully reimburse the City for the prorated amount of such payment.

The electric meter which services Cavalier Field and the dehumidifier system in the Sheridan Center will be billed to the YMCA, based on historical usage prior to the dehumidifier being placed in service. In years 2008 and 2009 prior to the dehumidifier being placed online, the total average usage for the two years was 24,144 kwh or 2,012 kwh per month. The Victory Electric bill for this meter will be paid by the City. The City will then bill the YMCA for any usage in excess of 2,012 kwh per month.

This Supplemental Agreement shall be binding on the Parties hereto and their successors and assigns.

12-31-12

In Witness Whereof, the Parties have caused this Supplemental Agreement to be executed on the dates set forth below, but agree that the terms and provisions hereof be retroactive to January 1, 2013.

City of Dodge City, KS

Young Men's Christian Association
of Southwest Kansas

Rick Sowers, Mayor

Doug Keller, Corporate Board
President

Attest:

Date of Approval:

January ____, 2013

Nannette Pogue, City Clerk

Date of Approval:

January ____, 2013

Memorandum

*To: City Manager
City Commissioners*

*From: Leslie Lomas
Special Projects/Housing*

Date: 1/07/13

*Subject: Development Agreement by and
between Kansas Builders, LLC and
the City of Dodge City*

Agenda Item: New Business

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Kansas Builders, LLC.

Background: In 2011, City staff began working with Kansas Builders, LLC in building multi-family residential units developments. In the beginning stages of this process, Kansas Builders, LLC were interested in utilizing the Rural Housing Incentive District (RHID) program. In June 2011, the City Commission passed a resolution designating the development area as an RHID, and then received approval of the RHID from the Kansas Department of Commerce in July 2011. However, since that time, Kansas Builders, LLC has opted to utilize the Neighborhood Revitalization Program (NRP) for this development instead of the RHID. The NRP is a program designed to give the property owner the chance to receive a 95% tax rebate for 5 years. The incremental rebate is applied to the additional property taxed that might be incurred as a result of the construction of new housing. The Kansas Builders, LLC development, more commonly known as the Prairie Pointe development will provide eleven (11) apartment buildings with twelve (12) individual living units per building, and will be market rate rentals.

Justification: Housing continues to be a constant challenge in the Dodge City area. The approval of this Development Agreement will allow Kansas Builders, LLC to take a vacant lot, and develop rental housing in Dodge City. Offering this incentive helps reduce the cost of construction for the developer, which in turn allows projects to cash flow and become feasible. Without such incentives, projects appear to not cash flow in our market, deterring developers.

Financial Considerations: The only financial risk incurred by the City will be that which is related to the possible issuance of Special Obligation Bonds.

Purpose/Mission: We value progress, growth and new possibilities by providing and preparing for the community's future, therefore, improving the quality of life for our citizens.

Legal Considerations: Has been reviewed by Legal Counsel

Attachments: Development Agreement

**DEVELOPMENT AGREEMENT
FOR
PRAIRIE POINTE DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this _____ day of _____, 2012, by and between the **CITY OF DODGE CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **KANSAS BUILDERS, LLC**, a Kansas limited liability corporation, with its principal place of business in Lenexa, Kansas (hereinafter “Developer”).

RECITALS

- A. WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their respective obligations and responsibilities for the construction of a multi-family residential development to be known as “Prairie Pointe Development” consisting of not less than eleven (11) apartment buildings with twelve (12) individual living units per building (hereinafter “the Development Project”); and,
- B. WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (hereinafter “the Property”) upon which the Development Project will be constructed; and,
- C. WHEREAS**, City has determined that the construction of the Development Project will foster the economic development of City and the surrounding area of Ford County, Kansas; and,
- D. WHEREAS**, the Developer has requested assistance from the City in financing certain public improvements needed for the Development Project; and
- E. WHEREAS**, it is the policy of the City to encourage development within the City limits though the use of Special Assessment financing for all or a portion of public improvements included within the Development Project pursuant to K.S.A. 12-6a01 *et. seq.*, and
- F. WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete their respective responsibilities as set forth herein:

DEFINITIONS

Definitions. As used in this Agreement, the following words and terms shall have the meaning set forth below:

“Agreement” means this Development Agreement, as the same may be from time to time modified, amended or supplemented in writing by the Parties hereto.

“City” means the City of Dodge City, Kansas.

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to City, attached as *Exhibit C* hereto and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“Construction Plans” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“Developer” means Kansas Builders, LLC, a Kansas limited liability corporation, with its principal place of business in Lenexa, Kansas or its permitted successors or assigns in interest.

“Development Area” means the collective areas described in *Exhibit B* attached hereto and incorporated herein by reference.

“Development Project” means construction of not less than eleven (11) apartment buildings with twelve (12) individual living units per building in the Development Area in accordance with the Concept Site Plan.

“Financial Commitment” means (1) cash or cashier’s check equal to 25% of the estimated cost of the Public Improvements as set out in *Exhibit D*, or (2) a financial guarantee, acceptable to the City, including but not limited to an irrevocable letter of credit or corporate completion bond, equal to 35% of the estimated cost of the Public Improvements as set out in *Exhibit D*.

“Governing Body” means the City Commission of Dodge City, Kansas.

“Improvement District” means the Property included within the Development Area against which Special Assessments are levied by the City pursuant to a valid petition as provided in K.S.A. 12-6a01 *et. seq.*

“Internal Infrastructure Improvements” means the water, sanitary sewer, storm sewer, street, and all other public infrastructure improvements as described in *Exhibit D* to be constructed by the City necessary for the Development and located within the boundaries of the Development Area, including engineering

costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on *Exhibit D* attached hereto and incorporated herein by this reference.

“**Material Change**” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by twenty-five thousand dollars (\$25,000.00) or more for each change.

“**Plans and Specifications**” means the plans and specifications for the Public Improvements prepared by a licensed professional engineer, or firm thereof, acceptable to City.

“**Property**” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“**Public Improvements**” means the Internal Infrastructure Improvements.

“**Special Assessments**” means general obligation bonds or special obligation bonds as provided for in K.S.A. 12-6a01 *et. seq.* levied against the Property.

“**Unit**” means each individual residence in a building.

“**Work**” means all work necessary to prepare the Property, and to construct the Development Project including; (1) grading and site preparation; (2) construction, reconstruction and/or relocation of utilities; (3) construction of not less than eleven (11) individual twelve (12) plex residential structures , including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement

AGREEMENT

1. Developer shall, contemporaneously with the execution of this Agreement, complete and file with the City Clerk a petition as provided for in K.S.A. 2011 Supp. 12-6a04(c) (the “Petition”) requesting that the Public Improvements as set out herein be installed and that an Improvement District be established against which Special Assessments shall be levied to pay for such Public Improvements, a copy of said Petition being attached here to marked *Exhibit E* and made a part hereof by this reference.
2. The Public Improvements requested in the Petition shall be those improvements set out in *Exhibit D* attached hereto and made a part hereof by this reference, (the “Public Improvements”).

3. Pursuant to the City's policy for financing of Public Improvements, the City at large will provide funding for 50% of the main water line installation as reflected in *Exhibit D*. The balance of the Public Improvements as set out in *Exhibit D* will be the Developer's responsibility and will be financed through the establishment of an Improvement District and the levying of Special Assessments.
4. Pursuant to the City's policy for financing of Public Improvements, upon receipt and City's approval of the Developer's "Financial Commitment", as defined herein, the City shall issue contracts to the selected contractor(s) to provide for the installation of the Public Improvements as listed in *Exhibit D*. The City shall advance the costs of said Public Improvements, which costs and expenses will be reimbursed to the City from Special Assessments levied against the Improvement District.
5. The Developer acknowledges and agrees the Developer is responsible for the full payment of all Special Assessments levied against the Improvement District and that Developer will make all Special Assessment payments in a timely manner.
6. Developer shall commence construction of the Development Project not later than sixty (60) days after the Public Improvements have been completed. With approval of the City, Developer may commence Work prior to completion of the Public Improvements. Developer will diligently pursue substantial completion of the Development Project.
7. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans on file at City Hall and in full compliance with all City codes.
8. Developer, in coordination with the City, has had prepared a Concept Site Plan reflecting the general location of all improvements to be made as a part of the Development Project. Said Concept Site Plan, attached hereto marked *Exhibit C*, is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable to enhance the economic viability of the Development Project provided, however, that Developer may not make any Material Changes to the Public Improvements or reduce the number of Units as reflected on the Concept Site Plan without the prior written consent of City.
9. Developer and the City shall be financially responsible for the Public Improvements as delineated on *Exhibit D*. The Developer shall allow the City to contract with and direct the work of an agreed upon contractor to construct the

Public Improvements. The City shall assure that the Public Improvements are completed in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Public Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

9.1 Developer is responsible for securing any rights-of-way and/or easement rights necessary to improve or build the Public Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of internal rights-of-way and/or easements shall be the Developers responsibility. City shall cooperate with Developer in obtaining all necessary permits for construction of the Public Improvements.

- 10.** Upon Substantial Completion of the Public Improvements, Developer will dedicate to City, and City will accept, title to the Public Improvements designated on *Exhibit D*. Following said dedication, City will be responsible, at its sole cost and expense, for all operating and capital costs for the dedicated Public Improvements from that date forward, and shall maintain the dedicated Public Improvements in a manner consistent with similar public improvements in City.
- 11.** Until substantial completion of the Development Project has occurred, the obligations of Developer under this Agreement may not be assigned in whole or in part without the prior written approval of City, which approval shall not be unreasonably withheld, conditioned, or delayed, upon a reasonable demonstration by Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, Developer may be permitted to subcontract the construction of any portion of the Development Project except for Public Improvements without the consent of City as long as Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, City hereby approves, and no prior consent shall be required in connection with, (a) the right of Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in the Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; or (b) the right of Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

12. Any legal proceeding between the Parties arising out of this Agreement or the Development Project shall be filed in the District Court of Ford County, Kansas, which the Parties agree shall have exclusive jurisdiction of any such actions and shall be governed by the laws of the State of Kansas.
13. Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.
14. Developer releases from and covenants and agrees that City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, or (5) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement.
15. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in paragraphs 13 and 14 above of this Agreement shall survive such expiration, termination or breach of this Agreement by the Parties hereto.
16. This Agreement shall be binding on the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates set out below.

CITY OF DODGE CITY, KANSAS

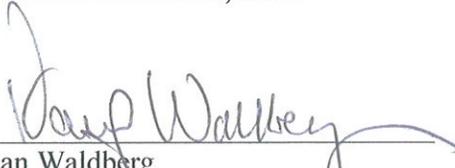
By: _____
Rick Sowers, Mayor

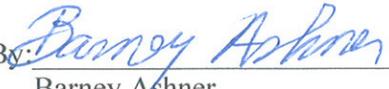
ATTEST: (SEAL)

Nannette Pogue, City Clerk

Dated: August ____, 2012

KANSAS BUILDERS, LLC

By: 
Dan Waldberg
Kansas Builders, LLC Member

By: 
Barney Ashner
Kansas Builders, LLC Member

By: _____
~~Todd Dudley~~
Kansas Builders, LLC Member

By: 
Rick Trumbull
Kansas Builders, LLC Member

Dated: August ____, 2012

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Prairie Pointe Development Project
- Exhibit C Prairie Pointe Site Development Plan
- Exhibit D Eligible Costs for Prairie Pointe Development Project
- Exhibit E Petition

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

Lot One (1), Block Two (2), Correction Map of Final Replat of Haggard Addition, Dodge City, Ford County, Kansas. Deed to control.

EXHIBIT B

MAP OF PRAIRIE POINTE DEVELOPMENT PROJECT

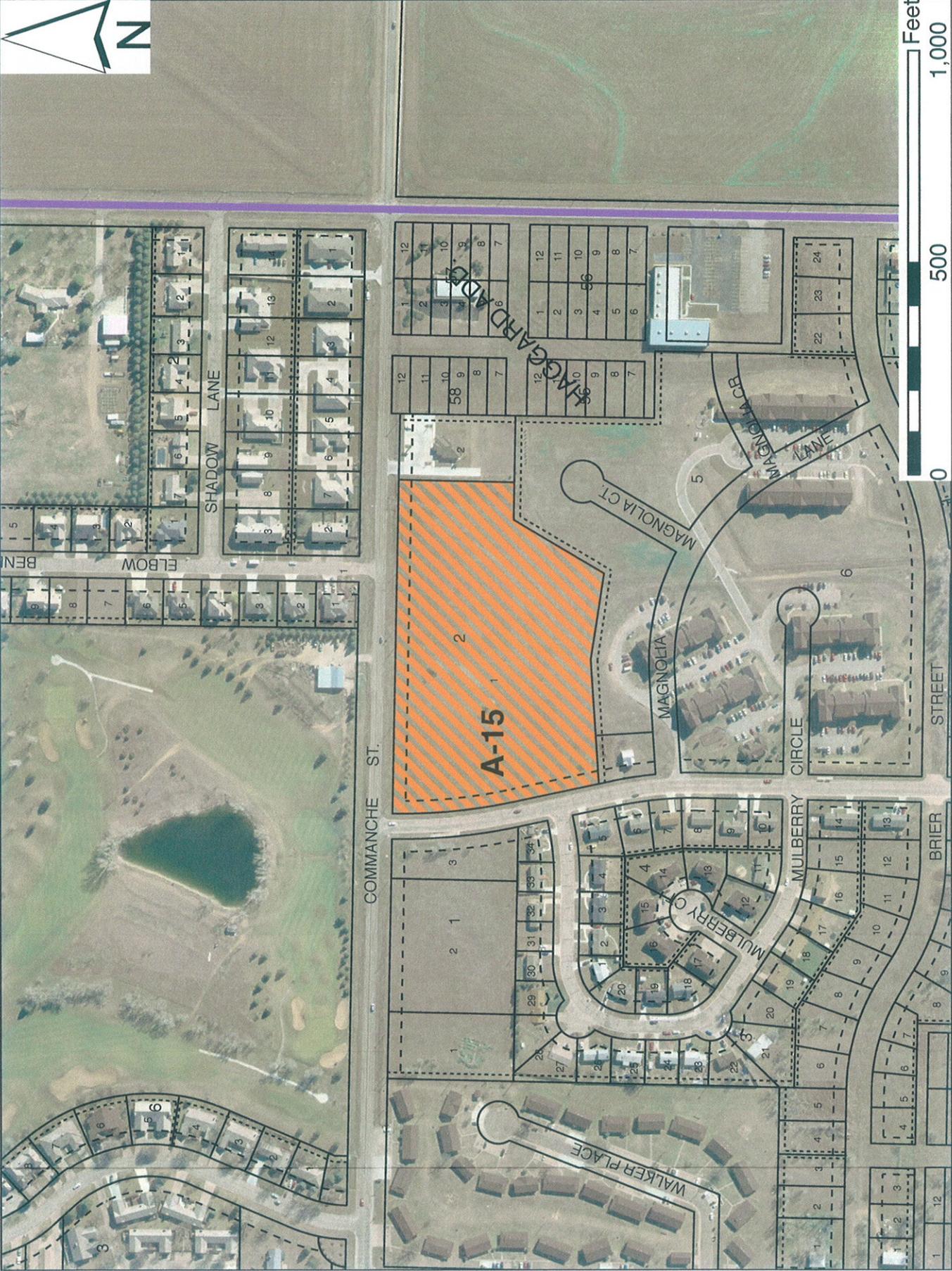


EXHIBIT C
PRAIRE POINTE SITE DEVELOPMENT PLAN

EXHIBIT D
ELIGIBLE COSTS FOR PRAIRE POINTE PROJECT

EXHIBIT D

ELIGIBLE COSTS FOR PRAIRIE POINTE DEVELOPMENT PROJECT

	Developer Responsibility Financed Thru City Issued Special Assessment	City's Responsibility Financed by City at Large
Internal Infrastructure		
Sanitary Sewer	\$74,785.20	
Waterline	\$30,490.00	\$30,490.00
Streets and Grading	\$264,685.65	
Engineering (SMH)	\$30,325.00	
Engineering Inspection (City - 3%)	\$12,923.28	
Financing Costs (City - 3%)	\$13,310.97	
	----- \$426,520.10	----- \$30,490.00

All Information is Based on Estimates, Final Application will be Based on Actuals

Prairie Pointe Summary

The Sewer Line consists of the installation of 715 L.F. of 8" Sewer Main and associated Manholes (4 MH's) from Ave. K east along Prairie Pointe Dr. to the southeast corner of the sub-division.

The Water Line consists of 931 L.F. of 8" Water Main, Fire Hydrants, fittings, and valves with a connection to the existing water lines on Ave. K and Comanche St. The water line will lie in the south and east Prairie Pointe Dr. right-of-way.

Prairie Pointe Dr. will be an asphalt street, 6" in thickness with curb & gutter, the overall width of the street will be 31' back of curb to back of curb. Prairie Pointe Dr. will be 811 L.F. in length and will have intersections with Ave. K and Comanche St.

EXHIBIT E

PETITION

PETITION

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

WE, the undersigned, being the owners of more than one-half of the real property liable for assessments for the following proposed improvements hereby petition and propose that said improvements be made in the manner as provided in K.S.A. 12-6a01 et seq. and all amendments thereto:

a. The general nature of the improvement is: Construct road ad curb ad gutters, water improvements, sewer improvements and associated engineering and designs costs serving Lot 1, Block 2 Correction Map of Final Replat of Haggard Addition, Dodge City, Ford County, Kansas

b. The estimated probable cost of such improvements is: \$460,000

c. The extent of the proposed improvement district to be assessed is: Lot 1, Block 2 Correction Map of Final Replat of Haggard Addition, Dodge City, Ford County, Kansas

d. The proposed method of assessment is: Per lot

e. The proposed apportionment of cost between the improvement district and the city at large is: 93% Improvement District, 7% City at Large

f. We further proposed that such improvements be made without notice of hearing as required by K.S.A. 12-6a04 as amended.

NOTICE: The names may not be withdrawn from this petition by the signers hereof after the Governing Body commences consideration of the Petition or later than sever (7) days after such filing, whichever occurs first.

SIGNATURE

DATE

SIGNED

RESIDENCE

PROPERTY OWNED
WITHIN PROPOSED
IMPROVEMENT DISTRICT

Barney Ashner
Davey Wall

12-12-12

12-12-12