

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, February 17, 2014

7:00 p.m.

MEETING #4948

CALL TO ORDER

ROLL CALL

INVOCATION by Rev Richard Crockett of First Christian Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

- Approval of City Commission Meeting Minutes, February 3, 2014
- Appropriation Ordinance No. 4, February 17, 2014;
- Cereal Malt Beverage License Applications;
 - (a) Gene's Heartland, 1800 Central Avenue;
 - (b) El Unico Restaurant, 1010 E Wyatt Earp Blvd;
- Appointment of Jan Scoggins to Airport Advisory Board.
- Approval of Amendment No. 7 to the Agreement for Operations and Maintenance Services for the Wastewater Treatment Plants.

ORDINANCES & RESOLUTIONS

Ordinance No. 3576: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Property Known as Lot 1, Block 2, Summerlon Addition Phase V from C-O, Commercial Office to R-3, Residential High Density. Report by Director of Developmental Services, Dennis Veatch.

Ordinance No. 3577: An Ordinance of the Governing Body of the City of Dodge City, Kansas Establishing a Rural Housing Incentive District within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District and Making Certain Findings in Conjunction Therewith (Summerlon Properties, Phase III-N1) and Repealing Ordinance No. 3558. Report by Special Projects Asst. Leslie Lomas.

Resolution No. 2014-04: 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.

Resolution No. 2014-05: A Resolution Amending Appendix A of the Dodge City Municipal Code and Revising Fees and Rates for Mariah Hills Golf Course. Report by Parks & Recreation Director, Paul Lewis.

UNFINISHED BUSINESS

OTHER BUSINESS

NEW BUSINESS

1. Approval of bid from Smoky Hill, LLC, for the construction of the Trail Street Reconstruction Project from 2nd Avenue to 14th Avenue.

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, February 3, 2014

7:00 p.m.

MEETING #4947

CALL TO ORDER

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

INVOCATION by Philip Scott of First Christian Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Kent Smoll opened the Public Hearing on the Close out of CDBG Housing Grant. Vernon Bogart, Taxpayer and Voter asked the Commissioners to look into what went wrong with the grant. Faye Trent responded. Brian Delzeit also responded. Mayor Kent Smoll closed the Public Hearing, Mayor Smoll moved to accept the closeout of the CDBG Housing Grant and de-obligate the funds. Commissioner Rick Sowers seconded the motion. Motion carried 5-0.

PETITIONS & PROCLAMATIONS

Mayor Kent Smoll read the Boy Scout Week Proclamation. Marge Blatner commented.

Mayor Kent Smoll read the Proclamation for Girl Scout Cookie Month.

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).

Kathy Ramsour, Principal of Northwest Elementary School asked the Commission to consider a sidewalk from 6th Avenue to 14th Avenue for the safety of children walking to and home from school. Commissioner Jim Lembright and Commissioner Delzeit asked questions. City Manager Cherise Tieben commented.

Roger Proffitt, Foundation Director for Dodge City Community College, is requesting a letter of support for a Tax Credit Grant through the State of Kansas. City Commission directed staff to draft a letter of support for the application.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, January 21, 2014
2. Appropriation Ordinance No. 3, February 3, 2014;
3. Kathy Denhart Transportation Consulting Contract Renewal.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2014-01: A Resolution declaring the eligibility of the City of Dodge City to submit an Application to the Kansas Department of Transportation for the use of Transportation Alternative Funds set forth by the Federal Moving Ahead for Progress in the 21st Century Act for the Atchison, Topeka and Santa Fe Railway Depot Project in Dodge City and authorizing the City Manager to sign the application and to approve the Matching Funds in the amount of \$333,960.00 was approved by Commissioner Jim Lembright, seconded by Commissioner Rick Sowers. The Motion carried unanimously.

Resolution No. 2014-02: A Resolution of the City of Dodge City, Kansas Determining that the City is Considering Establishing A Rural Housing Incentive District within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing (Prairie Pointe) was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. Motion carried unanimously.

Resolution No. 2014-03: A Resolution of the City of Dodge City, Kansas Determining that the City is Considering Establishing A Rural Housing Incentive District within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing (Summerlon V) was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. Motion carried unanimously.

UNFINISHED BUSINESS

City Manager, Cherise Tieben presented comments that she has received regarding the Highway 50 Construction project. Staff would recommend that the City Commission share with the Department of Transportation to continue with a 60' median on the highway between the overpass and Cimarron. The consensus of the City Commission is to support the 60' median recommendation of KDOT, but if that is not what KDOT decides, the Commission supports that

the road project moves forward and is not delayed. In addition, the City Commission directed staff to draft a letter relaying that recommendation to KDOT.

NEW BUSINESS

Commissioner Jim Lembright moved to appoint the following citizens to Boards and Commissions as recommended by Mayor Kent Smoll. Commissioner Joyce Warshaw seconded the motion.

Airport Advisory Board – Steve Durrant, Paul Yaroslaski, Jeff Hutton;
Building Board of Appeals - Alex Chavez, Esteban Gallegos, Ryan Scott, and Charles Sellens;
Convention & Visitors Bureau – for Hospitality, Kim Cunningham; at large Kim Unruh;
Cultural Relations Advisory Board – Mary Marquez representing United Way, Greta Clark representing DCCC, Lawrence Romero representing Cargill, Sergio Holguin representing Chamber of Commerce, Oliver Bland at-large;
Dodge City Planning Commission – Jeff Turner, Bill Pennington;
Golf Advisory Board – Bob Carlson;
Historic Landmark Commission – Terry Lee, Kathie Bell;
Housing Authority Board – Sara Doll-Heeke;
Library Board – Beth Love, Hailey Zimmerman;
Parks & Recreation Advisory Board – Gretchen Torrez, Mike Mariche;
Recycling Advisory Board – Kathy Redman, Ron Hamm, Jon Scheffing, Luke Schulte;
Santa Fe Trail Community Corrections – Melissa Rodriguez
Shade Tree Commission – Bernie Weller, Frank Rose, Lyle Smith.

OTHER BUSINESS

City Manager, Cherise Tieben:

- Thanked the City Commission for their time and efforts on the tough decisions which currently is the KDOT Highway 50 project as it relates to the Point of Rocks;
- Thanked all of the volunteers who serve on the Boards and Commissions. We couldn't do our jobs without your input and support;
- Due to weather concerns, the Trail Street bid opening has been delayed until Thursday
- My travel plans for attending City Hall Day in Topeka tomorrow is up in the air because of weather concerns;
- Chamber Banquet – February 22;
- Dodge City Night – March 10;
- Washington, D.C. legislative delegation trip March 22-25;

- Regarding the CDBG Grant – Jane Longmeyer worked very hard on the grant, worked with homeowners, etc. In addition Kevin Israel, Connie Marquez and Melissa McCoy with the City, and Elva Dominquez with Mexican American Ministries also worked very hard;
- If the Farm Bill passes the U.S. Senate tomorrow, the rural housing piece that is included in the legislation will make a huge impact in communities in Western Kansas as well as some other communities in Kansas.

Melissa McCoy:

- Updated the City Commission on the recent CFAB meeting.

Rick Sowers:

- Wanted the City Commission to think about parameters for a Water Park.

Director of Public Information, Jane Longmeyer:

- The Kansas Mission of Mercy will be conducting their Free Dental Clinic on February 28 and March 1. Members of the Kansas Dental Foundation and volunteers were in Dodge City last Friday to insure everything runs smoothly. She wants to make sure residents know that the clinic is free and is on a first come, first serve basis and is not based on income. The goal is for the 150 dentists to see 1,000 patients per day.

Commissioner, Brian Delzeit:

- As a realtor, he wanted to share with residents a couple of tips regarding the snow – move the snow away from your house to keep water out of your basement. Also using salt on your porches will deteriorate the concrete. There are alternate products to use or sweep the salt away as soon as possible.

Commissioner, Joyce Warshaw:

- Because of the cold weather, parents make sure you have warm clothing and coats on your children

Commissioner, Rick Sowers:

- Talked about the KDOT project and said that the Southwest Kansas Coalition supported the 4 lane project between Dodge City and Cimarron and presented it as the top priority.

Mayor, Kent Smoll:

- Commissioner Warshaw and I accepted an award from CASA at their fundraiser held Saturday night.
- Remind everyone to check on their neighbors and their pets during the cold weather.
- Thanked Cherise for her efforts on the rural housing piece in the Farm Bill.
- Shop local and shop often.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Mayor

Attest:

Nannette Pogue, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of FORD DODGE CITY

SECTION 1 – LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" 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 licensed premises.	

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-481178259F-09</u>			
Name of Corporation CLASEN INC	Principal Place of Business		
Corporation Street Address 239 S. PATTIE SUITE 1	Corporation City WICHITA	State KS	Zip Code 67211
Date of Incorporation 1-23-1996	Articles of Incorporation are on file with the Secretary of State.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name JAMES CLASEN	Phone No. 316-524-3238		
Residence Street Address 12007 W. HICKORY	City WICHITA	State KS	Zip Code 67235

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name GENE'S HEARTLAND FOODS	Name GENE'S HEARTLAND FOODS
Business Location Address 1800 CENTRAL	Address 1800 CENTRAL
City DODGE CITY State KS Zip 67801	City DODGE CITY State KS Zip 67801
Business Phone No. 620-225-2981	<input type="checkbox"/> Applicant owns the proposed business or special event location. <input checked="" type="checkbox"/> Applicant does not own the proposed business or event location.
Business Location Owner Name(s) ROBERT & JEANNE WEIGEL	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name MARY CLASEN	Position DIRECTOR	Date of Birth 12-15-38	
Residence Street Address 915 CRESTLINE	City WICHITA	State KS	Zip Code 67212
Spouse Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code
Name	Position	Date of Birth	
Residence Street Address	City	State	Zip Code
Spouse Name	Position	Age	
Residence Street Address	City	State	Zip Code

**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, Kansas

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" 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 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 <u>Jean Farias</u>	Phone No. <u>620 430 05 39</u>	Date of Birth
Residence Street Address <u>706 Ave B</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Mrs. Trinidad Malicas</u>	Phone No.	Date of Birth
Residence Street Address <u>706 Ave B</u>	City <u>Dodge City</u>	Zip Code <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 <u>El Unico Restaurant, LLC</u>	Name
Business Location Address <u>1010 E. Wyatt Earp Blvd</u>	Address
City <u>Dodge City</u> State <u>Kansas</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620 390 9496</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>Manuel Robles</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>6</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 type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have Have Not
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

APPLICATION FOR CITY OF DODGE CITY ADVISORY BOARDS

NAME: JAN SCOGGINS OCCUPATION: LONG-TERM CARE ADMINISTRATOR
 ADDRESS: P.O. Box 57, Dodge City, KS 67801 TELEPHONE: 620-225-3439 (work #)
 EMAIL: JAN_Scoggins@yahoo.com

Advisory Board(s) you wish to be considered for:

Airport Advisory Board

Tell us about your educational background:

School	Dates Attended	Major
<u>Kansas State University</u>	<u>1964-65</u>	<u>"Summa Cum Laude"</u>
<u>Wichita State University</u>		<u>Bachelor's of Art - Speech</u>

Work history:

Job and Title	Dates of Employment

To the best of your knowledge, would the appointment of you to the Airport Advisory Board advisory board create any conflicts of interest due to your employment or business endeavors? If yes, please explain:

Preference ↓ Airport Advisory Board (1)
 Family Arbitration Board (2)
 (I can't find this on the brochure but thought I should mention it)

Have you ever served on any advisory board, committee, etc. of another public body? If you have, please tell us something about it.

Democratic Caucus
Carnegie Center for the Arts 42-D.D. secretary, 1 High Plain Public Radio,
Community Council Arts academe, Robert Senior Volunteer Program
and State Representative for Dist 119th State of Kansas
 (numerous social + civic organizations + business associations)

Tell us about other qualifications you have which you feel qualify you for appointment.

I have a desire to do all I can to improve the quality of life for people of Southwest Kansas. I was the local Airport survey team a year + want to improve + enhance air travel in and out of Dodge.

Signature: J. Scoggins Date: 1-29-2013

Please return to: City Manager's Office, City Hall, P.O. Box 880, Dodge City, Kansas 67801-0880.

Thank you for your interest!

Memorandum

To: Cherise Tieben, City Manager
From: Ken Strobel, City Attorney *KWS*
Date: February 17, 2014
Subject: Approval of Amendment No. 7 to the Agreement for Operations and Maintenance and Management Services for the Wastewater Treatment Plants

Agenda Item Consent Calendar

Recommendation: I recommend the approval of Amendment No. 7 to the Agreement for Operations Maintenance and Management Service for both Wastewater Treatment Plants with OMI.

Background: Amendment No. 7 covers compensation for the operation of both of the City's treatment plants from January 1, 2014, through December 31, 2014. The original agreement allows for an increase each year of, not to exceed, 3.5% in the Base Fee amount. The proposed Amendment calls for a 2% increase which would bring the Base Fee to \$1,666,522.91. The charges remain the same as last year's Agreement for biosolids costs, gypsum, repairs costs, chemicals and the membrane performance agreement.

Justification: OMI continues to operate the south wastewater treatment plant and the new north wastewater treatment plant and all systems associated with the sewer systems. OMI continues to be very professional and a part of our team. They are very knowledgeable in the maintenance and operation of the facilities.

Financial Considerations: A 2% increase in the Base Fee. The reimbursable items remain the same.

Purpose/Mission: The mission of the wastewater treatment facilities is to provide a safe and sanitary systems to protect the public and to comply with Kansas Department of Health and Environment permits, regulations, testing and reporting.

Legal Considerations: The proposed amendment provides for the operation, maintenance and management services of the wastewater treatment facilities for an initial period of 8 years.

Attachments: Amendment No. 7

AMENDMENT NO. 7
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT NO. 7 is made and entered into this 17 day of ~~February~~¹⁴ 2013, by and between the City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Operations Management International, Inc. (hereinafter "CH2M HILL OMI"), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112. This is Amendment No. 7 to the Agreement dated the 1st day of March, 2007, between Owner and CH2M HILL OMI. Collectively, Owner and CH2M HILL OMI will be referred to as the "Parties".

Owner and CH2M HILL OMI agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article 5.1 is deleted in its entirety and replaced with the following Article 5.1:

5.1 The initial term of this Agreement shall be for a period of eight (8) calendar years commencing January 1, 2014 through December 31, 2021, notwithstanding the later date of execution of this Agreement. Thereafter, this Agreement shall be automatically renewed for successive terms of five (5) calendar years each unless cancelled by either party by written notice not less than one hundred twenty (120) calendar days prior to expiration of the initial term, or any successive term, or under the provisions so established in Appendix E.

2. Article B.3.9 in Appendix B is deleted in its entirety and replaced with the following Article B.3.9 in Appendix B:

B.3.9 The Owner shall pay as additional compensation to CH2M HILL OMI a fee of Seventeen Thousand Five Hundred Dollars (\$17,500) for Biosolids Costs for the period of January 1, 2014 through December 31, 2014. CH2M HILL OMI shall provide Owner with a detailed invoice of Biosolids Costs over the annual biosolids limit, and Owner shall pay CH2M HILL OMI for all Biosolids Costs in excess of such limit. CH2M HILL OMI will rebate to Owner the amount that actual Biosolids Costs that is less than the annual biosolids limit in any year of this Agreement.

3. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

E.1.1 Owner shall pay to CH2M HILL OMI as compensation for Services performed under this Agreement One Million Six Hundred Sixty Six Thousand Five Hundred Twenty Two Dollars and ninety one cents (\$1,666,522.91) which includes the Base Fee, Biosolids Costs, Gypsum, Repairs Costs, Chemicals and the Membrane Performance Agreement for the period

of January 1, 2014 through December 31, 2014. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

4. Article E.1.4 in Appendix E is deleted in its entirety and replaced with the following Article E.1.4 in Appendix E:

E.1.4 The total amount CH2M HILL OMI shall be required to pay for acquisition and application of gypsum shall not exceed the limit of One Hundred Fifty Thousand Dollars (\$150,000) for the calendar year January 1, 2014 to December 31, 2014. CH2M HILL OMI shall provide Owner with a detailed invoice of monies spent over the annual limit for gypsum acquisition and application, and Owner shall pay to CH2M HILL OMI for all monies in excess of such limit. CH2M HILL OMI will rebate to Owner the entire amount that the cost of gypsum acquisition and application is less than the annual gypsum application limit.

5. Article E.1.5 in Appendix E is deleted in its entirety and replaced with the following Article E.1.5 in Appendix E:

E.1.5 The total amount CH2M HILL OMI shall be required to pay for Repairs Cost shall not exceed the annual Repairs Limit of One Hundred and Thirty Thousand Dollars (\$130,000) during year January 1, 2014 to December 31, 2014. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of repairs provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Repair Cost is less the annual Repairs Limit during the calendar year. In the event the Repairs Limit is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for Repair Cost in excess of such limit.

6. Paragraph E. 1. 9 is hereby added in Appendix E as follows:

E.1.9 The total amount CH2M HILL OMI shall be required to pay for Chemicals for the Membrane Plant shall not exceed the annual Chemicals Limit of Thirty One Thousand Eight Hundred Forty Four Dollars (\$31,844.00) during the year January 1, 2014 to December 31, 2014. CH2M HILL OMI shall provide Owner with a monthly accounting reflecting the reason for and the cost of chemicals provided. CH2M HILL OMI will rebate to Owner the entire amount that actual Chemicals for the New Plant are less the annual Chemicals Limit for the New Plant during the calendar year. In the event the Chemicals Limit for the New Plant is reached, CH2M HILL OMI shall invoice Owner on a monthly basis for the Chemicals Cost for the New Plant in excess of such limit.

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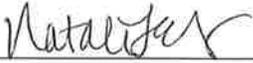
All other terms and conditions of the original March 1, 2007 Agreement shall remain in effect. The Parties hereby approve this Amendment No. 7 as is indicated by the signatures of their authorized representatives, below.

**OPERATIONS MANAGEMENT
INTERNATIONAL, INC.**

CITY OF DODGE CITY, KANSAS

Authorized Signature:

Authorized Signature:



Name: Natalie L. Eldredge
Title: Vice President
Date: 12/17/13

Name: ~~Ken W. Strobel~~ *Cherise Treben*
Title: City Manager
Date: _____

CLB
12-17-13

Memorandum

*To: City Manager
City Commissioners
From: Dennis Veatch
Date: February 12, 2014
Subject: Rezoning Lot 1, Blk 2,
Summerlon V
Agenda Item: Ordinance #3576*

Recommendation: The Dodge City Planning Commission held a public hearing on January 21, 2014 and recommends approval of this zoning amendment.

Background: Greg Gaskill is requesting that this property be rezoned from C-O, Commercial Office to R-3, Residential High Density for the purpose of developing additional housing.

Justification: The proposed use and rezoning meets all of the requirements of the Dodge City Comprehensive Plan and the Dodge City Zoning Regulations.

Financial Considerations: None

Purpose/Mission: To promote development and provide overall growth to the community.

Legal Considerations: None

Attachments: Ordinance #3576 and map showing proposed area to be rezoned.

ORDINANCE NO. 3576

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY KNOWN AS LOT 1, BLOCK 2, SUMMERLON ADDITION PHASE V FROM C-O, COMMERCIAL OFFICE TO R-3, RESIDENTIAL HIGH DENSITY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby zoned R-3, Residential High Density:

Lot 1, Block 2, Summerlon Addition Phase V

SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SEVENTEENTH DAY OF FEBRUARY, 2014.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

U.S. 1

BLK.2
LOT 1

BLK.1
LOT 2

SUMMERLON
PHASE V

LOT 1

12 13 14
11 10 9 8 7 6
2

1 2 3
3

11A

16 15 14 13 12

RAGAN RD.

SUMMERLON
RAGAN RD.

1 2 3 4
12 13 14
8A

8 9 10
7 6
15 16

Legend

 Proposed Re-Zoning

Memorandum

*To: City Manager
City Commissioners*

*From: Leslie Lomas
Housing & Neighborhood
Development Coordinator*

Date: 2/17/14

*Subject: RHID – Summerlon III North 1
Agenda Item: Ordinance No. 3577*

Recommendation: Staff recommends the approval of the Amended Development Agreement between the City of Dodge City and Summerlon Properties, LLC. The second action required is the approval of Ordinance No. 3577, which includes approval of the Ordinance and the Amended Development Plan.

Background: In 2010, City staff began working with developers interested in building multi-family and single family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program, which provides assistance for various eligible costs such as infrastructure. The funding for this assistance/incentive comes from the dedication of the incremental increase in property tax back to pay the bonds or the property owner for eligible costs. On April 1, 2013, the City Commission approved Ordinance No. 3558 and the original Development Plan and Development Agreement that were going to provide nineteen (19) single-family residences. Since that agreement, Summerlon Properties, LLC, has requested to amended their plan and agreement to reduce the number of residences to now provide seventeen (17) single-family residences.

Justification: 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 County and the School District have no risk in this process; in addition, they would not have received the increment, as the development would not have been feasible without the incentive. The City has minimal risk with this developer due to the issuance of general obligation bonds, and feels that the agreement

lessens that risk. Should the developer not complete the full development, the developer will simply not receive the increment.

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: None

Attachments: Amended Development Agreement, Ordinance 3577 and Amended Development Plan

ORDINANCE NO. 3577

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (SUMMERLON PHASE III-N1), AND REPEALING ORDINANCE NO. 3558

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

WHEREAS, prior to such designation the governing body of such city shall conduct a housing needs analysis to determine what, if any, housing needs exist within its community; and

WHEREAS, after conducting such analysis, the governing body of such city may adopt a resolution making certain findings regarding the establishment of a rural housing incentive district and providing the legal description of property to be contained therein; and

WHEREAS, after publishing such resolution, the governing body of such city shall send a copy thereof to the Secretary of Commerce of the State (the “Secretary”) requesting that the Secretary agree with the finding contained in such resolution; and

WHEREAS, if the Secretary agrees with such findings, such city may proceed with the establishment of a rural housing incentive district within such city and adopt a plan for the development of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of approximately 28,000, is located in Ford County, Kansas, which has an estimated population of approximately 34,000, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated May 9, 2012 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2010-20 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the

submission of such Resolution and a Housing Needs Analysis to the Kansas Department of Commerce in accordance with the provisions of the Act; and

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated July 28, 2010, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

WHEREAS, the City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the proposed District in accordance with the provisions of the Act (the “Plan”); and

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for April 1, 2013 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2013-09 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a

public hearing concerning the establishment of the proposed District for April 1, 2013 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on April 1, 2013, after due published and delivered notice in accordance with the provisions of the Act; and

WHEREAS, upon and considering the information and public comments received at the public hearing, the governing body of the City hereby deems it advisable to make certain findings to establish the proposed District and to adopt the proposed Plan.

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted April 1, 2013 was made in accordance with the provisions of the Act.

Section 2. Creation of Rural Housing Incentive District. A Rural Housing Incentive District is hereby created within the City in accordance with the provisions of the Act, which shall consist of the following described real property in the Development, an addition to the City of Dodge City, Ford County, Kansas:

Lot 1, Lot 4 through 10 in Block 4 and Lot 1 through 9 in Block 1, Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book E at page 59-61 thereof.

The boundaries of the District do not contain any property not referenced in Resolution No. 2013-09, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of the Amended Development Plan. The Plan for the development or redevelopment of housing and public facilities in the District, as presented to the Governing Body this date, is hereby approved.

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on April 1, 2013, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

- a. The Board of Education of U.S.D. No. 443 determines by resolution that the District will have an adverse effect on such school district; or
- b. The Board of County Commissioners of Ford County, Kansas, determines by resolution that the District will have an adverse effect on such county.

As of this date, the City has not received a copy of any such resolution and is not aware of the adoption of any such resolution by the governing body of Ford County or Unified School District No. 443.

Section 5. Reimbursement. The Act authorizes the City to reimburse the Developer for all or a portion of the costs of implementing the Plan through the use of property tax increments allocated to the City under the provisions of the Act.

Section 6. Further Action. The Mayor, City Clerk and other officials and employees of the City, including the City Attorney, are hereby further authorized and directed to take such other actions as may be appropriate to accomplish the purposes of this Ordinance.

Section 7. Repeal. Adoption of this Ordinance repeals Ordinance No. 3558 of the City of Dodge City, and any other ordinance in conflict herewith, to the extent of such conflict.

Section 8. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on February 17, 2014.

[SEAL]

E. Kent Smoll, Mayor

Nannette Pogue, City Clerk

**AMENDED DEVELOPMENT PLAN
FOR SUMMERLON PHASE III-N1
RURAL HOUSING INCENTIVE DISTRICT OF THE
CITY OF DODGE CITY, KANSAS**

February 17, 2014

INTRODUCTION

On June 21, 2010 the Governing Body of the City of Dodge City, Kansas (the "City") adopted Resolution No. 2010-20 that found and determined that:

1. there is a shortage of quality housing of various price ranges in the City despite the best efforts of public and private housing developers.
2. the shortage of quality housing can be expected to persist and that additional financial incentives are necessary in order to encourage the private sector to construct or renovate housing in the City.
3. the shortage of quality housing is a substantial deterrent to the future economic growth and development of the City.
4. the future economic wellbeing of the City depends on the Governing Body providing additional incentives for the construction of/or renovation of quality housing in the City.

Based on these findings and determinations, the Governing Body proposed the establishment of a Rural Housing Incentive District within Dodge City pursuant to the Act.

Following the adoption of Resolution No. 2010-20, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in Dodge City, as required by K.S.A. 12-5244(c).

On July 28, 2010, the Secretary of Commerce provided written confirmation, approving the establishment of Summerlon Properties, LLC – Summerlon Phase III Rural Housing Incentive District (the "District") (Resolution No. 2010-20, Exhibit A-12).

AMENDED DEVELOPMENT PLAN ADOPTION

K.S.A. 12-5245 states that once the City receives approval from the Secretary of Commerce for the development of a Kansas Rural Housing Incentive District, the governing body must adopt a plan for the development of housing and public facilities within the proposed district.

AMENDED DEVELOPMENT PLAN

As a result of the shortage of quality housing within Dodge City, City proposes this Amended Development Plan to assist in the development of quality housing within the City.

- (1) The legal description of the Summerlon Phase III-N1 Rural Housing Incentive District is:

Lot 1, Lot 4 through 10 in Block 4 and Lot 1 through 9 in Block 1, Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book E at page 59-61 thereof.

A map of the District is attached as **Exhibit A** to this document.

- (2) The assessed valuation of all real estate within the District for 2013 is \$3,682.80.
- (3) The name and address of the owner of record for the real estate within the District is:

Summerlon, Inc.
1902 Hi Street
Dodge City, KS 67801

- (4) The housing and public facilities projects that are proposed to be constructed include the following:

Housing Facilities

The housing facilities will be composed of seventeen (17) single-family residences. The housing facilities will consist of a variety of two and three bedroom single and two-story design. Each individual family unit will have laundry hook-ups, cable television hook-ups and garage parking.

Public Facilities

Public improvements include the extension of water and sewer by the City of Dodge City, gas distribution lines by Black Hills Energy and electric distribution lines to the boundaries of the District by Victory Electric.

Public improvements will also include construction of infrastructure improvements located within the boundaries of the District, including electric, gas, water, sanitary sewer, storm sewer, storm water detention, streets, street lighting, fire services and sidewalks. Infrastructure improvements will be constructed concurrently with the project..

- (5) The names, addresses and specific interests in the real estate in the District of the developers responsible for development of the housing and public facilities is:

Owner of Real Property: Summerlon, Inc.
1902 Hi Street
Dodge City, KS 67801

Developer: Summerlon Properties, L.L.C.
(Site Work and Infrastructure) P.O. Box 608
Dodge City, KS 67801

Individuals with Specific Interest: Greg Gaskill and James Coffin

- (6) The Governing Body of the City of Dodge City entered into a Amended Development Agreement with Summerlon Properties, LLC, a Kansas limited liability corporation, on February 17, 2014. The Amended Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Dodge City. The complete Amended Development Agreement is attached hereto as **Exhibit C**.
- (7) The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

AMENDED DEVELOPMENT PLAN - EXHIBIT A

**MAP OF THE SUMMERLON PHASE III-N1
RURAL HOUSING IMPROVEMENT DISTRICT**



AMENDED DEVELOPMENT PLAN - EXHIBIT B
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Summerlon III North 1 RHID

Total Eligible RHID Costs 705,000

	<u>Current Value</u>	<u>Property Class</u>	<u>Assessed Valuation</u>	<u>Mill Levy</u>	<u>Base Property Tax</u>
Lot 1, Block 1, Summerlon III	1660	12.00%	199.2	190.431	37.93
Lot 2, Block 1, Summerlon III	1780	12.00%	213.6	190.431	40.68
Lot 3, Block 1, Summerlon III	1800	12.00%	216	190.431	41.13
Lot 4, Block 1, Summerlon III	1710	12.00%	205.2	190.431	39.08
Lot 5, Block 1, Summerlon III	1720	12.00%	206.4	190.431	39.30
Lot 6, Block 1, Summerlon III	1650	12.00%	198	190.431	37.71
Lot 7, Block 1, Summerlon III	1740	12.00%	208.8	190.431	39.76
Lot 8, Block 1, Summerlon III	1650	12.00%	198	190.431	37.71
Lot 9, Block 1, Summerlon III	1690	12.00%	202.8	190.431	38.62
Lot 1, Block 4, Summerlon III	1730	12.00%	207.6	190.431	39.53
Lot 2, Block 4, Summerlon III	Sold				
Lot 3, Block 4, Summerlon III	Sold				
Lot 4, Block 4, Summerlon III	1780	12.00%	213.6	190.431	40.68
Lot 5, Block 4, Summerlon III	2420	12.00%	290.4	190.431	55.30
Lot 6, Block 4, Summerlon III	3280	12.00%	393.6	190.431	74.95
Lot 7, Block 4, Summerlon III	3060	12.00%	367.2	190.431	69.93
Lot 8, Block 4, Summerlon III	3020	12.00%	362.4	190.431	69.01
Lot 9, Block 4, Summerlon III	2500	12.00%	300	190.431	57.13
Lot 10, Block 4, Summerlon III	1730	12.00%	207.6	190.431	39.53
			3682.8		701.32

15 year total Project Accumulation

	<u>Estimated Value</u>	<u>Property Class</u>	<u>Mill Levy</u>	<u>Est. Property Tax</u>	<u>Less State 1.5 Mills</u>	<u>Less USD 20 Mills</u>	<u>Property Tax Less mt not Eligib</u>	<u>Annual Increment Tax</u>	<u>Annual Cumulative</u>	<u>Starting Year 1</u>	<u>Starting Year 2</u>	<u>Starting Year 3</u>	<u>Starting Year 4</u>
Lot 1, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,110.24	5,110.24	66,433.10			
Lot 2, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,107.50	10,217.73	66,397.45			
Lot 3, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,107.04	15,324.77		61,284.47		
Lot 4, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,109.10	20,433.87		61,309.15		
Lot 5, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,108.87	25,542.74		61,306.41		
Lot 6, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,110.47	30,653.20		61,325.60		
Lot 7, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,108.41	35,761.61		61,300.92		
Lot 8, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,110.47	40,872.08		61,325.60		
Lot 9, Block 1, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,109.55	45,981.63		61,314.63		
Lot 1, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,108.64	51,090.27		61,303.66		
Lot 4, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,107.50	56,197.77			56,182.46	
Lot 5, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,092.87	61,290.64			56,021.58	
Lot 6, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,073.22	66,363.86			55,805.40	
Lot 7, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,078.25	71,442.10			55,860.71	
Lot 8, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,079.16	76,521.26			55,870.76	
Lot 9, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,091.04	81,612.31			56,001.47	
Lot 10, Block 4, Summerlon III	265,000	11.50%	190.431	5,803.38	45.71	609.50	5,148.17	5,108.64	86,720.95			56,195.03	
	3,975,000												
						10,361.50		86,720.95					
								Total Year 1 for 13 years		132,830.55			
								Total Year 2 for 12 years			490,470.45		
								Total Year 3 for 11 years				279,740.91	
								Total Year 4 for 10 years					0.00
								15 Year total property tax increment					903,041.91

AMENDED DEVELOPMENT PLAN - EXHIBIT C
AMENDED DEVELOPMENT AGREEMENT

AMENDED DEVELOPMENT AGREEMENT

THIS AMENDED DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 17th day of February, 2014, by and between the **CITY OF DODGE CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **SUMMERLON PROPERTIES, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (hereinafter “Developer”).

RECITALS

- A. **WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of single-family residential development to be known as “Summerlon Phase III-N1” (hereinafter “the Development”); 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”); and,
- C. **WHEREAS**, Developer desires to develop the Property by construction of single-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

ARTICLE I

DEFINITIONS

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

“Agreement” means this Amended 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 Summerlon Properties, LLC, a Kansas limited liability corporation, with its principal place of business in Dodge City, 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 Costs” means the total amount spent or expected to be spent by Developer to construct the Work.

“Development Project” means quality single-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

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

“Internal Infrastructure Improvements” means the water, sanitary sewer, electric, water, storm sewer, storm water detention, street, street lighting, sidewalks and all other public infrastructure improvements 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.

“Mayor” means the Mayor of Dodge City, Kansas or his duly authorized agent.

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

“Project Costs” means all costs associated with the completion of the Public Improvements, and all associated legal, engineering and other soft costs, all as described on the cost estimates set forth on *Exhibit D* attached hereto and incorporated herein by this reference.

“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.

“Related Party” means any party related to the Developer by one of the relationships described in Section 267(b) of the United States Internal Revenue Code of 1986, as amended and any successor entity in which the principals of the Developer (either individually or collectively) or Developer own or control no less than fifty percent (50%) of the voting interest in such successor entity.

“Rural Housing Incentive District” means a rural housing incentive district to be created by the City for the Development Project pursuant to the Kansas Rural Housing Incentive District Act.

“Substantial Completion” means the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Construction Plans, excepting all punch list items so that Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual single-family residence development.

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single-family residences and structures, including surface parking, 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.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 2010-20 on June 21, 2010, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same, along with said resolution, to the Kansas Secretary of Commerce. On July 28, 2010, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 Further Proceedings. The City has caused to be prepared an Amended Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Amended Development Plan, conducted a public hearing, and will pass an ordinance approving the Amended Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

3.1 Development Project Construction Schedule. Developer shall commence construction of the Development Project and Internal Infrastructure Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. Developer will diligently pursue Substantial Completion of the Development Project.

- (a) Modifications to the Development Project. The Parties acknowledge that due to economic conditions the scope of the Development Project and the amount of real estate included within any Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.

3.2 Construction of the Development Project. 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.

3.2.1 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Development Project. Prior to the commencement of construction of the Development Project, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance as provided in *Section 5.8* hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Development Project or part thereof, if such contract relates to less than all of the Development Project. If Developer serves as general contractor for the Development Project, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.3 Concept Site Plan. Developer, at its cost, has had prepared a Concept Site Plan. Said Concept Site Plan is hereby approved by the Parties. Developer shall promptly notify City in writing of any 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 in the sole determination of Developer 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 on the Concept Site Plan without the advance written consent of City.

3.4 Construction of Internal Infrastructure Improvements. Developer shall construct, at its cost, the Internal Infrastructure Improvements 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 Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

3.4.1 Acquisition of Easements, Permits. Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

3.4.2 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal

Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

3.4.3 Certification of Substantial Completion. Promptly after Substantial Completion of the Work with respect to the Internal Infrastructure Improvements, or a phase thereof, in accordance with the provisions of this Agreement, Developer will furnish to City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. City shall, within thirty (30) days following delivery of each Certificate of Substantial Completion, carry out such inspections as it deems necessary to verify reasonable satisfaction with, and the accuracy of, the certifications contained in each Certificate of Substantial Completion. Each Certificate of Substantial Completion shall be deemed accepted by City unless, prior to the end of such thirty (30) day period after delivery to City of each Certificate of Substantial Completion, City furnishes Developer with specific written objections to the status of the Work, describing such objections and the measures required to correct such objections in reasonable detail. At Substantial Completion of the Internal Infrastructure Improvements, Developer will dedicate to City, and City will accept, title to the Internal Infrastructure 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 Internal Infrastructure Improvements from that date forward, and shall maintain the dedicated Internal Infrastructure Improvements in a manner consistent with similar public improvements in City. Notwithstanding the foregoing, Developer may, at its sole discretion and expense, enhance the maintenance or operation of the Internal Infrastructure Improvements for the betterment of the Development Project.

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Public Improvements. The costs of the Public Improvements shall be allocated between the Developer and the City as set out in **Exhibit D**. City agrees to finance a portion of the Developer's share of the Internal Infrastructure costs through the issuance of general obligation special assessment bonds (the "Bonds") as indicated on **Exhibit D** and as authorized by Resolution No. 2013-09. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the "Increment") in a special assessment bond obligation account (the "Assessment Account"). Funds from said Assessment Account shall be

used to pay all or a portion of the principle and interest on the Bonds and to reimburse the Developer for all or a portion of other eligible costs of Internal Infrastructure Improvements not covered by the Bonds.

Funds from the Assessment Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:

1. Developer shall be responsible for and shall upon request reimburse City for any and all funds advanced by the City from accounts other than the Assessment Account and applied to payment of principle and interest on said Bonds. Said reimbursement if requested shall be made by Developer within 30 days of receipt from the City of written request for payment accompanied by documentation of such advance payments;
2. City shall apply the Increment payments received (1) to reimbursement to the City of any non-reimbursed advanced Bond payments; (2) to a Bond payment reserve in an amount equal to two annual Bond payments; (3) to annual Bond payments currently due; and (4) to reimbursement to Developer for payments made by Developer pursuant to paragraph (1) above to reimburse City for advance payments made by City, and/or to reimburse Developer for other eligible Internal Infrastructure Improvement costs incurred by Developer and not paid from Bond proceeds.
3. Once all Bond obligations have been fully paid and all reimbursable costs to Developer have been fully satisfied and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of KSA 12-5250(b)(2)(B).

Payments due to Developer, if any, shall be made within thirty (30) days following the annual Bond Payment by the City beginning in 2013 and continuing until such time as the General Obligation Bonds and eligible Developer Financed Project Costs in accordance with *Exhibit D* have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). Developer shall be responsible for any bond payment or portion thereof not covered by the payment made from the Assessment Account.

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, City may terminate this Agreement at any time if Developer defaults in or breaches any material provision of this Agreement and fails to cure such default or breach within thirty (30) days after receipt of written notice from City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, Developer may terminate this Agreement at any time if City defaults in or breaches any material provision of this Agreement (including any City default under Article IV hereof) and fails to cure such default or breach with thirty (30) days after receipt of written notice from Developer of such default or breach.

5.3 Successors and Assigns.

- (a) This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- (b) Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to City.
- (b) 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 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; (b) the right of Developer to assign Developer's rights, duties and obligations under the Agreement to a Related Party; or (c) 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.

5.4 Remedies. Except as otherwise provided in this Agreement and subject to Developer's and City's respective rights of termination, in the event of any breach of any term or condition of this Agreement by either Party, or any successor, the breaching Party (or successor) shall, upon written notice from the other Party specifying such claimed breach, proceed immediately to cure or remedy such breach, and, shall, in any event, within thirty (30) days after receipt of notice, cure or remedy such default. If the breach shall not be cured or remedied, the aggrieved Party may hold the breaching Party in default of this Agreement and thereupon may institute such proceedings as may be necessary or desirable in its opinion to cure and remedy such default or breach, including, but not limited to proceedings to compel specific performance by the defaulting or breaching Party, withholding funds received pursuant to K.S.A. 12-5250(b)(2)(A) and/or repeal of the ordinance establishing the Rural Housing Incentive District For purposes of this *Section 5.4*, no Party may be deemed in default of this Agreement unless and until it has received notice of any claimed breach and has been given an opportunity to cure the same. Prior to instituting any legal proceedings after an event of default has been noticed and no cure has occurred, the parties agree to attempt to resolve the dispute through non-binding mediation. In the event such mediation is not successfully completed within forty-five (45) days following the expiration of any period for cure, the aggrieved Party may then immediately institute legal proceedings against the breaching Party.

5.5 Force Majeure. Neither City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

5.6 Notices. Any notice, demand or other communication required by this Agreement to be given by either Party hereto to the other shall be in writing and shall be sufficiently given or delivered if dispatched by certified United States first class mail, postage prepaid, or delivered personally,

(i) In the case of Developer, to:
Summerlon Properties, L.L.C.
P.O. Box 608
Dodge City, Kansas 67801
Attention: Greg Gaskill
Phone: 620/225-2858

(ii) In the case of City, to:
City of Dodge City, Kansas
806 N. Second Avenue
Dodge City, KS 67801
Attention: City Clerk
Phone: (620) 225-8100
Fax: (620) 225-8144

or to such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other as provided in this Section.

5.7 Conflict of Interest. No member of the Governing Body or any branch of City's government who has any power of review or approval of any of Developer's undertakings, or of City's contracting for goods or services for the Development, shall participate in any decisions relating thereto which affect that member's personal interests or the interests of any corporation or partnership in which that member is directly or indirectly interested. Any person having such interest shall immediately, upon knowledge of such possible conflict, disclose, in writing, to the Governing Body the nature of such interest and seek a determination by the Governing Body with respect to such interest and, in the meantime, shall not participate in any actions or discussions relating to the activities herein proscribed. City represents to Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

- (a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:
- (i) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with

limits against bodily injury and property damage of not less than Five Million dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

- (iii) Workers' compensation insurance, with statutorily required coverage.
- (b) The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage there under. All policies of insurance required pursuant to this Section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

5.9 Inspection. Developer shall allow authorized representatives of City access to the Work site from time to time upon reasonable advance notice, which notice is in accordance with its normal practices with respect to inspection of construction projects in City, prior to the completion of the Work for reasonable inspection thereof. Developer shall also allow City and its employees, agents and representatives to inspect, upon request, all architectural, engineering, demolition, construction and other contracts and documents pertaining to the construction of the Work as City determines is reasonable and necessary to verify Developer's compliance with the terms of this Agreement.

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Amended Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

5.16.1 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.

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 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, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to the Development Project or the Property; 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 as the Development Project or portion thereof.

5.16.7 Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in the **Section 5.16**, Developer shall have no obligation to indemnify City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by **Section 5.8** of this Agreement and Developer shall hereby be released for any and all claims otherwise referenced in this **Section 5.16** that are not actually covered by the insurance policies required by **Section 5.8** of this Agreement.

5.17 Cost of the Legal Fees. Upon execution of this Agreement Developer shall reimburse City for all legal and professional Costs, fees and expenses incurred by City with regard to the preparation of this Agreement and any and all other Ordinances, Resolutions or other documents necessary for implementation of the Rural Health Incentive District as well as for representation and appearances of legal counsel at any hearings or proceedings required to implement the Rural Housing Incentive District or the Project. All such reimbursement paid by Developers shall be considered Project Costs.

5.18 Survival. Notwithstanding the expiration, termination or breach of this Agreement by either Party, the agreements contained in Section 5.16 of this Agreement shall, except as otherwise expressly set forth herein, survive such expiration, termination or breach of this Agreement by the Parties hereto.

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

6.2 Representations of Developer. Developer hereby represents and warrants it has full corporate power to execute and deliver and perform the terms and obligations of this Agreement and all of the foregoing has been duly and validly authorized by all necessary corporate proceedings. This Agreement constitutes the legal, valid and binding obligation of Developer, enforceable in accordance with its terms.

IN WITNESS WHEREOF, City and Developer have caused this Agreement to be executed in their respective names and City has caused its seal to be affixed thereto, and attested as to the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
E. Kent Smoll, Mayor

Dated: February 17, 2014

ATTEST: (SEAL)

Nannette Pogue, City Clerk

SUMMERLON PROPERTIES, LLC

By: _____
Greg Gaskill, Member

Dated: February 17, 2014

By: _____
James Coffin, Member

**SCHEDULE OF EXHIBITS
OF THE AMENDED DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Rural Housing Improvement District Boundaries for
Summerlon Phase III-N1
- Exhibit C Summerlon Phase III-N1 Site Development Plan
- Exhibit D Eligible costs for Summerlon Phase III-N1 Project
- Exhibit E Certification of Substantial Completion Form

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

PROPERTY DESCRIPTION

Lot 1, Lot 4 through 10 in Block 4 and Lot 1 through 9 in Block 1, Summerlon Phase III an Addition to the City of Dodge City, Ford County, Kansas, according to the Plat recorded in Plat Book E at page 59-61 thereof.

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR SUMMERLON PHASE III-N1 PROJECT**



EXHIBIT C

SUMMERLON PHASE III-N1 SITE DEVELOPMENT PLAN

BENCHMARK LAND SURVEY

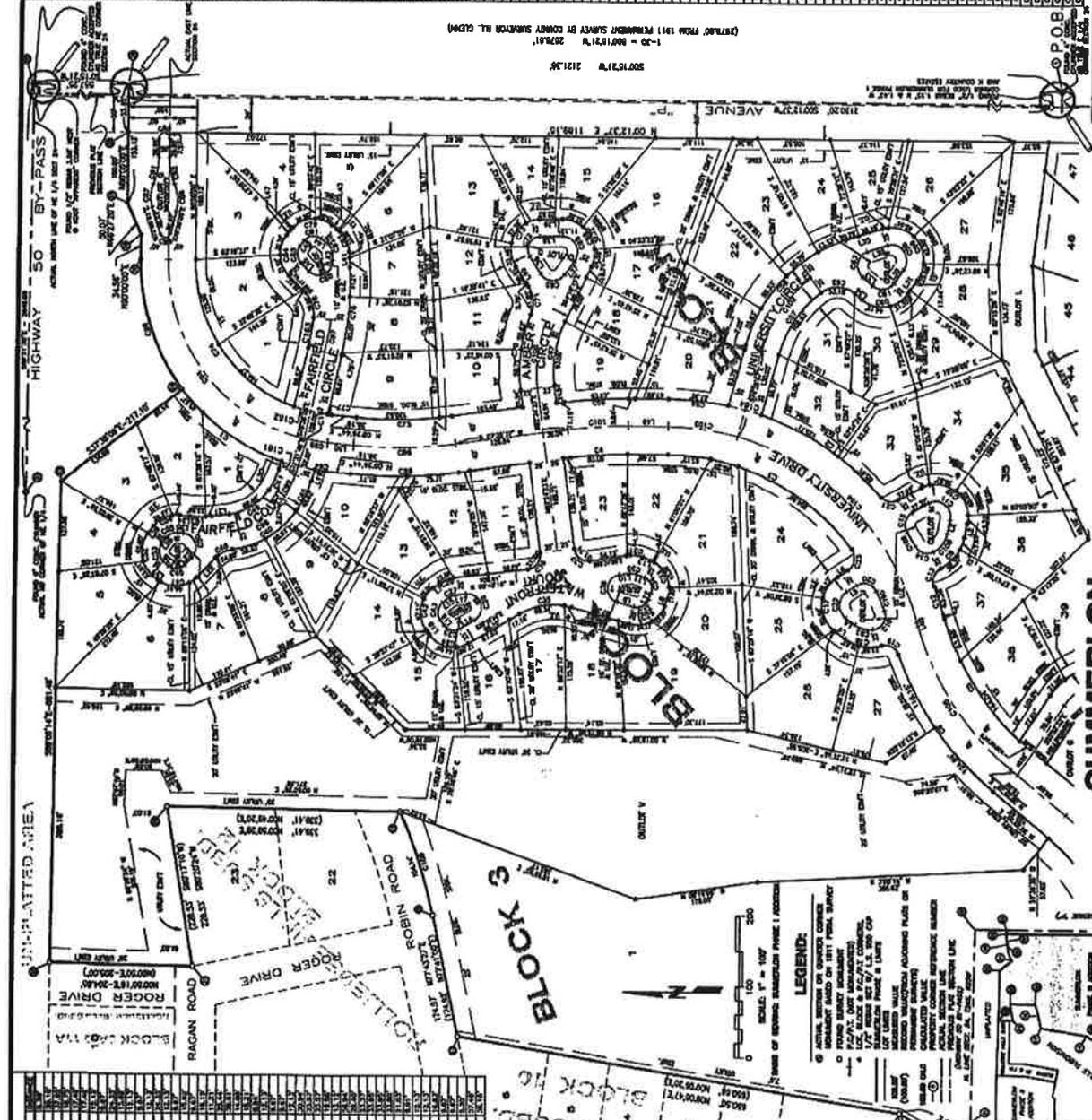
(316) 262-2262
 BENCHM, INC. 8211-1516
 309 Lucas, Suite 214
 Jan 2014

SEE SHEET 2 OF 3 FOR ADDITIONAL MAP
 Scale: 1" = 100 Feet
 for Survey by Reference to this map

SUMMERLON PHASE III ADDITION

A CITY OF PINE BLUFF, MISSISSIPPI
 A SUBDIVISION OF THE CITY OF PINE BLUFF, MISSISSIPPI
 TO BE PLACED IN THE EAST, FIRST, THIRD, AND FIFTH

Block No.	Lot No.	Area (S.F.)	Owner
1	1	10,000	...
1	2	10,000	...
1	3	10,000	...
1	4	10,000	...
1	5	10,000	...
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Block No.	Lot No.	Area (S.F.)	Owner
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1	99	10,000	...
1	100	10,000	...

LEGEND:
 (S) SURVEYED CORNER
 (C) CURVED BOUNDARY PHASE I ADDITION
 (D) DITCH OR DRAINAGE
 (E) EASEMENT BASED ON DEED FROM BANK
 (F) FUTURE STREET WIDENING
 (G) GROUND SURFACE
 (H) HIGHWAY RIGHT-OF-WAY LINE
 (I) INTERSECTION OF PHASE I & II
 (J) JUNCTION OF PHASE I & II
 (K) KICK-OUT
 (L) LOT LINE
 (M) METERS
 (N) NORTH
 (O) OBLIQUE WALL
 (P) PLANNED AREA
 (Q) QUADRANT WALL
 (R) RADIUS
 (S) SLOPE
 (T) TANGENT WALL
 (U) UTILITY
 (V) VERTICAL CURVE
 (W) WALL
 (X) WALL
 (Y) WALL
 (Z) WALL

EXHIBIT D
ELIGIBLE COSTS FOR
SUMMERLON PHASE III-N1 PROJECT

EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PROPERTIES, LLC
SUMMERLON PHASE III-N1 DEVELOPMENT PROJECT**

EXPENSES ELIGIBLE FOR RHID REIMBURSEMENT	
LAND	\$438,911.00
SPECIAL ASSESSMENTS PENDING	\$166,438.00
SHORT TERM INTEREST	\$74,200.00
LEGAL AND BONDING FEES & ADMINISTRATION	\$25,451.00
TOTAL ELIGIBLE COSTS	\$705,000.00

All information is based upon estimates, final application will be based upon actuals.

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Summerlon Properties, LLC (the "Developer"), pursuant to Section 3.4.3 of the Amended Development Agreement dated as of February 17, 2014 (the "Amended Development Agreement") by and among the City of Dodge City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Amended Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in Development Project is sufficiently complete in accordance with the Construction Plans, excepting all punch list items, such that the Developer can occupy or utilize the Work for its intended purpose.
2. The Work has been completed in a good and workmanlike manner.
3. There are no mechanic's or materialmen's liens or other statutory liens on file encumbering title to the Property; all bills for labor and materials furnished for the Work which could form the basis of a mechanic's, materialmen's or other statutory lien against the Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All applicable building codes have been complied with in connection with the Work.

Dated: _____

SUMMERLON PROPERTIES, LLC

By: _____
Name:
Title:

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: February 12, 2014
Subject: Resolution No. 2014-04
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2014-04

Background: The City currently uses Fidelity State Bank as our official depository. Since the last time the City Commission authorized the accounts in 2013, one account has been eliminated so we need to have a new resolution. The resolution authorizes Fidelity State Bank as an official depository and authorizes the accounts that the City has established there. In addition, we are changing signatures on the authorized signature cards, so a certification listing the people authorized to sign checks is listed for each account name.

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. 2014-04 and a Certification listing the persons authorized to sign and transact business on the stated accounts.

RESOLUTION NO. 2014-04

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 Flexible Spending Account – Account Number 02-220-2
- F. 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 _____, 2014.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CERTIFICATION

I, Nannette Pogue, certify that I am the duly appointed City Clerk and that the attached is a correct copy of Resolution No. 2014-04 adopted by the Governing Body of the city of Dodge City at its regular meeting on February 17, 2014.

I, further certify that effective February 17, 2014, the persons listed are authorized by the Governing Body of the City of Dodge city to sign and transact business on the stated accounts, subject to the restrictions stated.

City of Dodge City, General Fund 02-200-4

Signatures: Nannette Pogue, Finance Director/City Clerk
Dorothy J. Sumaya, Assistant to the Finance Director
Cherise Tieben, City Manager

Two signatures are required for withdrawal. Facsimile signatures may be used in accordance with the Uniform Facsimile Signature of Public Officials Act (K.S.A. 75-4001 et seq.)

City of Dodge City, Department of Parks & Recreation 02-205-3

Signatures: Nannette Pogue, Finance Director/City Clerk
Paul Lewis, Director of Parks & Recreation
Jane Powers, Administrative Assistant

Two signatures are required for withdrawal.

City of Dodge City, Revolving Account 02-210-3

Signatures: Nannette Pogue, Finance Director/City Clerk
Dorothy J. Sumaya, Assistant to the Finance Director
Cherise Tieben, City Manager

Two signatures are required for withdrawal

City of Dodge City HSA Funding Account 02-215-2

Signatures: Nannette Pogue, Finance Director/City Clerk
Dorothy J. Sumaya, Assistant to the Finance Director
Cherise Tieben, City Manager

City of Dodge City, Employee Flexible Spending Account 02-220-2

Signatures: Nannette Pogue, Finance Director/City Clerk
Larry Schmidt
Cherise Tieben, City Manager
Jeffery W. Bak
Timothy G. Mulligan

Barbara Slagle – Information only

City of Dodge City, Municipal Band
Signatures: Joanne E. Welchel
Bettye J. Young

29-862-0

This certification shall remain in effect until modified in writing and delivered to The Fidelity State Bank and Trust Company, Dodge City, Kansas.

Dated: _____

City Manager

ATTEST:

Nannette Pogue, Finance Director/City Clerk



Parks and Recreation

PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

Memorandum

To: Cherise Tieben, City Manager
City Commissioners

From: Paul Lewis, Park and Recreation Director 

Cc: Chris Robinson, Golf Pro
Golf Course Advisory Board

Date: February 12, 2014

Subject: Resolution 2014-05 - Golf Course Fees

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of Resolution 2014-05 revising fees and charges established for Mariah Hills golf course.

Background: Routinely the Golf Course Advisory Board reviews user fees and season pass rates for Mariah Hills and provides recommendations to the Commission for change when appropriate. Over their last couple of meetings the Advisory Board has undertaken this process and the attached resolution reflects changes proposed by staff and the Advisory Boards recommendation to adopt.

With this resolution, daily fees for general weekday and weekend rates have increased by \$2 and Annual Pass rates have been increased by 10%. Additionally the rental rate for carts has been increased by \$2 as well.

Junior fees, both daily fee and pass rates have remained unchanged and the twilight fee was left as is also.

Justification: Current rates at Mariah have been in place since May of 2010. The proposed rates are consistent with other municipal operations and reflect a fair value for the course and service provided. Included with this memo are the results of a survey of other comparable municipal golf courses. This data was used to help establish the proposed rates for Mariah.

Financial Considerations: The impact of this rate change should provide an additional \$21,500 in annual revenue. Pass revenue should bring in an additional \$6,000, daily fees increase by \$7,500 plus an additional \$8,000 in cart revenue. Altogether this amounts to slightly less than a 6% increase in total revenue for the course.

Because these rates are consistent with other municipal operations and reflect market trends, staff does not believe the change will have a negative impact on course attendance.

Purpose/Mission: Adoption of Resolution 2014-05 meets the City's core value of Ongoing Improvement by providing variable and attractive price points for utilization of Mariah Hills Golf Course and strives to maximize revenue and utilization of the facility.

Legal Considerations: None

Attachments: Resolution 2014-05
Golf Course Rates Survey

RESOLUTION NO. 2014-05

A RESOLUTION REVISING FEES AND RATES FOR MARIAH HILLS GOLF COURSE

WHEREAS, The City maintains and operates the Mariah Hills Golf Course to provide recreational opportunities for the citizens of Dodge City; and

WHEREAS, The City desires to establish a reasonable and equitable schedule of fees and charges necessary to provide these facilities at a uniform cost to all users; and

WHEREAS, The creation of policies and regulations are necessary in order to maintain the golf course and facilities and effectively administrate their use,

NOW, THEREFORE be it resolved by the governing body of the City of Dodge City that the following schedule of fees and regulations be established.

Section I. Definitions

- A. Junior - Juniors shall be defined as anyone seventeen (17) years of age and younger.
- B. Family – Family’s shall be immediate family and limited to husband and wife, and all children 22 years of age and younger living in the home or enrolled as a full time student.
- C. Senior- Seniors shall be defined as anyone 62 years of age and older.

Section II. Fees and Charges

- A. Standard charges for Daily Fees, Season Passes and other charges shall be as follows:

Daily Fees

Mon. - Fri.	19.00
Weekends & Holidays	22.00
Twilight Fee	12.00
Junior	9.00
Adult Pass Surcharge	3.00
Junior Pass Surcharge	1.00

Season Passes

Single	440.00
Family	650.00
Senior	340.00
Senior Family	550.00
Junior	150.00
Gold Single	1,100.00
Gold Family	1,350.00
Gold Senior	1,000.00
Gold Senior Family	1,200.00

Other Charges

Cart Rental (18)	14.00
Cart Rental (9)	10.00
Trail Fee	10.00

* Gold Passes include season pass, cart rental/trail fee, and unlimited driving range privileges. Gold passes are exempt from surcharges.

Section III. School Team Program

A. A program for school teams and their coaches is available to any local school district or community college sponsoring a competitive golf team.

1) High School Teams

- a. Fees for high school team members and coaches are \$75 per player.
- b. Team memberships may be used Monday – Friday for team practices and events and are valid only during the team’s regular season of practice and competition.
- c. Any team member wishing to purchase a Junior season pass will receive credit for the paid Team membership and is required to pay only the difference between the Team fee and Junior pass.

2) College Teams

- a. Fees for college team members and coaches are \$275 per player.
- b. Team Memberships are valid everyday during Fall and Spring semesters.
- c. Any team member wishing to purchase a Single season pass will receive credit for the paid Team membership and is required to pay only the difference between the Team fee and Single pass.

3) Team memberships are exempt from daily surcharges.

- 4) Coaches are allowed to practice and play with their players during the season for all team functions and practices. If a coach wishes to play outside of a team function, he shall be required to pay a daily fee or purchase a season pass.

Section IV. Special Promotions

A. Tournament Rates – A tournament rate of \$15 per player will be available to any event with 50 or more players.

B. The Golf Course Advisory Board may from time to time determine special promotional rates and fees in order to promote the golf course. Such promotions shall be approved by the City Manager prior to publication and/or implementation.

Section V. Effective Date

C. This Resolution shall take effect following its adoption by the Governing Body.

ADOPTED AND APPROVED by the Governing Body of the City of Dodge City this 17th day of February, 2014.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Golf Course Rates

Green Fees	Carts	Green Fee Weekday	Green Fee Weekend
Auburn Hills	\$21	\$25	\$30
Arthur B. Sims	\$21	\$22	\$24
L.W. Clapp	\$21	\$22	\$24
Macdonald	\$21	\$22	\$24
Tex Consolver	\$21	\$22	\$24
Salina Municipal	\$13	\$18	\$20
Willow Tree GC	\$20	\$13	\$15
Turkey Creek	\$12	\$20	\$24
Cherry Oaks	\$13	\$20	\$23
Carey Park	\$14	\$18	\$20
Buffalo Dunes	\$13	\$30	\$35
Dodge City (current)	\$12	\$17	\$20
Dodge City (proposed)	\$14	\$19	\$22

Membership	Single	Family 2	Family 3	Family 4	Senior	Single Weekday	Single Gold	Couple Gold	Family Gold	Senior Gold
Willow Tree	\$340	\$410	\$500		\$290					
Turkey Creek	\$750	\$850	\$950	\$1,000	\$650					
Cherry Oaks	\$875	\$1,050			\$600	\$700				
Carey Park	\$830	\$470			\$395					
Buffalo Dunes	\$440	\$625			\$440		\$1,100	\$1,375	\$1,650	\$1,000
Salina Municipal	\$600	\$750					\$1,350	\$1,600		
Dodge City (current)	\$400			\$590	\$300		\$1,000		\$1,200	\$900
Dodge City (proposed)	\$440			\$650	\$340		\$1,100		\$1,350	\$1,000

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: February 10, 2014

*Subject: Bids for Trail Street Reconstruction -2nd
Ave. to 14th Ave. (ST 1203)*

Agenda Item: New Business

Recommendation: Approve the bid from Smoky Hill, LLC, for the construction of the Trail Street Reconstruction Project from 2nd Ave. to 14th Ave. in the amount of \$3,176,819.85. This includes the Base Bid of \$3,053,473.50 and Alternate #1 in the amount of \$123,346.35. Alternate #1 will place the existing street pavers in the area between the back-of-curb and the sidewalk. This will result in a much more finished look to the roadway and will help with the maintenance of these areas.

Background: This project was approved for design in 2012. The City hired SMH consultants for the design work. The design work was completed in the last half of 2013 and the Commission decided to move forward with the construction of the project shortly after. The Commission has already approved funding for the project through General Obligation Bonds. As part of the project a new 12" water line, new concrete drainage boxes, installation of storm drainage system, and repairs & abandonment of the sewer lines will take place. Concrete Pavement will replace the existing brick and asphalt pavement.

Justification: This project will restore the integrity of this of Trail St. and reduce the maintenance expenses of one of major roadways of town.

Financial Considerations: The construction of the Trail Street Reconstruction Project from 2nd Ave. to 14th Ave. will cost \$3,176,819.85. Funding of this project will be through General Obligation Bonds.

Purpose/Mission: The completion of this project will maintain our street infrastructure in an acceptable condition and extend the life of street and underground infrastructure.

Legal Considerations: By approving the bid with Smoky Hill, LLC, the City will enter into a contract with Smoky Hill, LLC, and be responsible to make payments to Smoky Hill, LLC, for the completed work.

Attachments: A bid recommendation from the design consultant, SMH Consultants and a bid summary. A bid tabulation sheet for Smoky Hill, LLC and APAC Kansas Inc., Shears Division bids; which includes the Engineers' Estimate is also included.

SMH CONSULTANTS

February 10, 2014

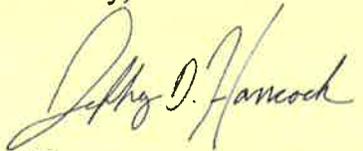
Ray Slattery, P.E.
Director of Engineering Services
City of Dodge City
Dodge City, KS 67801

Dear Mr. Slattery:

SMH Consultants has reviewed the bids associated with the Trail Street Improvements between 14th Avenue and 2nd Avenue (ST1203). No irregularities or discrepancies were discovered with any of the bids submitted. In light of our review we are recommending the project be awarded to Smoky Hill, LLC of Salina, Kansas with a total base bid of \$3,053,473.50. In addition, given the favorable base bid, SMH Consultants recommends City also select and award Add Alternate #1 for an additional \$123,346.35 for a total bid and awarded contract amount of \$3,176,819.85

If you have any question or concerns, please do hesitate to contact us at 785-776-0541.

Sincerely,



Jeffrey D. Hancock, P.E.
SMH Consultants

Attachments:

1. Bid Summary
2. Bid Tabulation

Bid Summary
 Trail Street Between 14th Avenue and 2nd Avenue
 City of Dodge City ST1203



Bid Date: February 6, 2014

Bidder	Bid Bond	Addendum #1	Addendum #2	Base Bid	Alternate #1	Alternate #3
Engineer's Estimate	X	X	X	\$3,451,899.70	\$326,175.00	\$67,635.50
Smoky Hill, LLC	X	X	X	\$3,053,473.50	\$123,346.35	\$23,679.00
APAC Kansas Inc., Shears Division	X	X	X	\$3,624,375.62	\$92,239.60	\$26,254.20

Recommended Contractor and Bid

Project Description:

Trail Street between 14th Avenue and 2nd Avenue

Bid Tabulation

ST1203



No.	Item	Engineer's Estimate			Smoky Hill, LLC			APAC Kansas Inc., Shears Division		
		Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	Mobilization	1	LS	\$100,000.00	\$100,000.00	\$79,150.00	\$79,150.00	\$205,000.00	\$205,000.00	
2	Construction Staking	1	LS	\$35,000.00	\$35,000.00	\$53,500.00	\$53,500.00	\$51,850.00	\$51,850.00	
3	Clearing and Grubbing	1	LS	\$35,000.00	\$35,000.00	\$12,975.00	\$12,975.00	\$74,575.00	\$74,575.00	
4	Unclassified Excavation (Includes Pavement Removal)	10261	CY	\$15.00	\$153,915.00	\$23.75	\$243,698.75	\$28.15	\$288,847.15	
5	Removal of Existing Structures	1	LS	\$22,000.00	\$22,000.00	\$15,170.00	\$15,170.00	\$66,800.00	\$66,800.00	
6	Embankment (95% Compaction)	282	CY	\$3.75	\$1,057.50	\$10.35	\$2,918.70	\$35.00	\$9,870.00	
7	9" NRDJ AE Concrete Pavement	14096	SY	\$60.00	\$845,760.00	\$42.80	\$603,308.80	\$52.00	\$732,992.00	
8	7" NRDJ AE w/Brick Inlay (Existing Brick)	228	SY	\$130.00	\$29,640.00	\$69.85	\$32,843.55	\$96.15	\$33,364.05	
9	7" NRDJ AE w/Paver Inlay (Crosswalks)	347	SY	\$95.00	\$32,965.00	\$94.65	\$32,843.55	\$96.15	\$33,364.05	
10	1" Concrete Band (Crosswalks)	875	LF	\$10.00	\$8,750.00	\$16.65	\$14,568.75	\$27.00	\$23,625.00	
11	6" Driveway Pavement	3649	SY	\$55.00	\$200,695.00	\$40.15	\$146,507.35	\$40.50	\$147,784.50	
12	6" Concrete Sidewalk	3918	SY	\$40.00	\$156,720.00	\$40.15	\$157,307.70	\$36.50	\$143,007.00	
13	2" BM-2 Asphalt Paving	573	SY	\$46.00	\$26,358.00	\$14.85	\$8,509.05	\$22.00	\$12,606.00	
14	6" Concrete Barrier Walls	932	LF	\$10.50	\$9,786.00	\$23.30	\$21,715.60	\$23.50	\$21,902.00	
15	3/4" Washed River Rock (Driveways)	60	Tons	\$60.00	\$3,600.00	\$68.60	\$4,116.00	\$74.25	\$4,455.00	
16	Type I ADA Curb Ramp	17	Each	\$500.00	\$8,500.00	\$535.00	\$9,095.00	\$2,700.00	\$45,900.00	
17	Type III ADA Curb Ramp	2	Each	\$1,200.00	\$2,400.00	\$1,050.00	\$2,100.00	\$2,900.00	\$5,800.00	
18	Valley Gutter	2387	LF	\$23.00	\$54,901.00	\$14.30	\$34,134.10	\$29.50	\$70,416.50	
19	30" Standard Curb & Gutter	8443	LF	\$12.00	\$101,316.00	\$15.30	\$129,177.90	\$23.50	\$198,410.50	
20	30" Rolled Curb & Gutter	120	LF	\$12.00	\$1,440.00	\$21.35	\$2,562.00	\$23.50	\$2,820.00	
21	6" Fly Ash Subgrade Stabilization	17943	SY	\$8.50	\$152,515.50	\$3.00	\$53,829.00	\$9.55	\$171,355.65	
22	Fly Ash	835	Tons	\$20.00	\$16,700.00	\$20.00	\$16,700.00	\$17.50	\$14,612.50	
23	Type 22 Setback Curb Inlet, 6' x 3.5'	5	Each	\$5,200.00	\$26,000.00	\$3,665.00	\$18,325.00	\$3,235.00	\$16,175.00	
24	Type 22 Setback Curb Inlet, 6' x 4'	2	Each	\$5,500.00	\$11,000.00	\$3,770.00	\$7,540.00	\$4,325.00	\$8,650.00	
25	Type 22 Setback Curb Inlet, 6' x 5'	1	Each	\$6,300.00	\$6,300.00	\$3,880.00	\$3,880.00	\$4,775.00	\$4,775.00	
26	Type 22 Setback Curb Inlet, 6' x 5.25'	1	Each	\$5,800.00	\$5,800.00	\$4,810.00	\$4,810.00	\$5,340.00	\$5,340.00	
27	Type 22 Setback Curb Inlet, 6' x 10.5'	1	Each	\$9,200.00	\$9,200.00	\$5,220.00	\$5,220.00	\$6,615.00	\$6,615.00	
28	Type 22 Setback Curb Inlet, 8.5' x 5'	1	Each	\$8,300.00	\$8,300.00	\$4,875.00	\$4,875.00	\$5,250.00	\$5,250.00	
29	Type 22 Setback Curb Inlet, 11' x 3.5'	9	Each	\$7,500.00	\$67,500.00	\$4,490.00	\$40,410.00	\$4,850.00	\$43,650.00	
30	Type 22 Setback Curb Inlet, 11' x 4'	4	Each	\$8,000.00	\$32,000.00	\$4,470.00	\$17,880.00	\$4,625.00	\$18,500.00	
31	Type 22 Setback Curb Inlet, 11' x 5'	1	Each	\$8,300.00	\$8,300.00	\$4,895.00	\$4,895.00	\$5,710.00	\$5,710.00	
32	Type 22 Setback Curb Inlet, 11' x 5.25'	1	Each	\$8,700.00	\$8,700.00	\$6,630.00	\$6,630.00	\$6,775.00	\$6,775.00	
33	Area Inlet, 6' x 4' (46" x 31.25" Grate)	1	Each	\$4,500.00	\$4,500.00	\$4,400.00	\$4,400.00	\$4,450.00	\$4,450.00	
34	Area Inlet, 6' x 4.75' (48" x 31.25" Grate)	1	Each	\$4,900.00	\$4,900.00	\$4,725.00	\$4,725.00	\$4,750.00	\$4,750.00	

35	Area Inlet, 6' x 5.25' (48" x 31.25 Grate)	4	Each	\$5,500.00	\$22,000.00	\$5,635.00	\$22,540.00	\$5,520.00	\$22,080.00
36	Area Inlet, 11' x 3.5' (96" x 31.25" Grate)	3	Each	\$7,500.00	\$22,500.00	\$6,445.00	\$19,335.00	\$5,915.00	\$17,745.00
37	Area Inlet, 11' x 4' (96" x 31.25" Grate)	1	Each	\$8,000.00	\$8,000.00	\$6,250.00	\$6,250.00	\$6,865.00	\$6,865.00
38	Drainage Basin, 3.1' x 3.1'	3	Each	\$3,500.00	\$10,500.00	\$3,395.00	\$10,185.00	\$3,115.00	\$9,345.00
39	Drainage Basin, 4.1' x 3.1'	1	Each	\$3,700.00	\$3,700.00	\$3,600.00	\$3,600.00	\$4,280.00	\$4,280.00
40	Storm Sewer Junction Manhole, Special	1	Each	\$5,000.00	\$5,000.00	\$3,745.00	\$3,745.00	\$4,875.00	\$4,875.00
41	30"x19" Reinforced Elliptical Concrete Pipe	958	LF	\$85.00	\$81,430.00	\$80.25	\$76,879.50	\$82.20	\$78,747.60
42	23"x14" Reinforced Elliptical Concrete Pipe	266	LF	\$70.00	\$18,620.00	\$76.95	\$20,468.70	\$53.25	\$14,164.50
43	38"x24" Reinforced Elliptical Concrete Pipe	546	LF	\$110.00	\$60,060.00	\$87.10	\$47,556.60	\$83.35	\$45,509.10
44	12" Reinforced Concrete Pipe	42	LF	\$36.00	\$1,512.00	\$48.45	\$2,034.90	\$51.00	\$2,142.00
45	15" Reinforced Concrete Pipe	175	LF	\$50.00	\$8,750.00	\$50.50	\$8,837.50	\$35.60	\$6,230.00
46	18" Reinforced Concrete Pipe	771	LF	\$55.00	\$42,405.00	\$54.85	\$42,289.35	\$47.50	\$36,622.50
47	24" Reinforced Concrete Pipe	257	LF	\$65.00	\$16,705.00	\$64.50	\$16,576.50	\$57.00	\$14,649.00
48	36" Reinforced Concrete Pipe	489	LF	\$50.00	\$41,565.00	\$91.35	\$44,670.15	\$88.00	\$43,032.00
49	28"x20" Arched Corrugated Metal Pipe	122	LF	\$61.00	\$6,100.00	\$73.60	\$8,979.20	\$61.89	\$6,750.58
50	5'x2' Reinforced Concrete Box	49	LF	\$110.00	\$5,390.00	\$309.60	\$15,170.40	\$475.00	\$23,275.00
51	4" Yellow Multi Component Epoxy Striping	7064	LF	\$0.80	\$5,651.20	\$0.65	\$4,591.60	\$0.60	\$4,238.40
52	24" White Multi Component Epoxy Striping	168	LF	\$5.00	\$840.00	\$23.40	\$3,931.20	\$22.00	\$3,696.00
53	4" White Multi Component Epoxy Striping	1597	LF	\$0.45	\$718.65	\$0.65	\$1,038.05	\$0.60	\$958.20
54	Concrete Grade 4.0	88	CY	\$650.00	\$57,200.00	\$374.00	\$32,912.00	\$455.00	\$40,040.00
55	Concrete Grade 4.0 AE	61	CY	\$700.00	\$42,700.00	\$374.00	\$22,814.00	\$390.00	\$23,790.00
56	Reinforcing Steel (Gr.60)(Epoxy Coated)	26455	LBS	\$1.25	\$33,068.75	\$1.25	\$33,068.75	\$1.20	\$31,746.00
57	Foundation Stabilization	55	CY	\$50.00	\$2,750.00	\$53.15	\$2,923.25	\$50.00	\$2,750.00
58	Concrete for Seal Course (Set)	1	CY	\$175.00	\$175.00	\$175.00	\$175.00	\$120.00	\$120.00
59	Shredded Cedar Mulch	1639	SF	\$1.00	\$1,639.00	\$2.35	\$3,851.65	\$2.75	\$4,507.25
60	Shrubs - 18"-24" Spread	34	Each	\$40.00	\$1,360.00	\$47.00	\$1,598.00	\$116.88	\$3,973.92
61	Perennials - 1 gallon	106	Each	\$20.00	\$2,120.00	\$43.50	\$4,611.00	\$42.89	\$4,546.34
62	Traffic Control Signage	1	LS	\$5,200.00	\$5,200.00	\$10,060.00	\$10,060.00	\$12,100.00	\$12,100.00
63	Performance Specified Traffic Control and Sequencing	1	LS	\$85,000.00	\$85,000.00	\$33,050.00	\$33,050.00	\$135,000.00	\$135,000.00
64	Erosion and Sediment Control	1	LS	\$15,000.00	\$15,000.00	\$11,600.00	\$11,600.00	\$5,500.00	\$5,500.00
Sanitary Sewer									
65	Existing Sanitary Sewer Removal	1759	LF	\$15.00	\$26,385.00	\$0.50	\$879.50	\$0.00	\$0.00
66	Existing Sanitary Sewer Manhole Removal	4	Each	\$520.00	\$2,080.00	\$1,200.00	\$4,800.00	\$1,500.00	\$6,000.00
67	Flowable Fill (High Strength)	2	CY	\$70.00	\$140.00	\$150.00	\$300.00	\$90.00	\$1,800.00
68	Manhole Connections	1	Each	\$1,450.00	\$1,450.00	\$915.00	\$915.00	\$2,100.00	\$2,100.00
69	Sanitary Sewer Point Repairs	6	Each	\$2,500.00	\$15,000.00	\$2,700.00	\$16,200.00	\$1,530.00	\$9,180.00
70	Sanitary Sewer Service Line	76	Each	\$1,000.00	\$76,000.00	\$1,775.00	\$134,900.00	\$475.00	\$36,100.00
71	Sanitary Sewer Encasement	15	CY	\$250.00	\$3,750.00	\$650.00	\$9,750.00	\$645.00	\$9,675.00
72	6-Inch Loose Temporary Surfacing Material	1385	SY	\$10.00	\$13,850.00	\$7.35	\$10,179.75	\$6.40	\$8,864.00
Water									
73	Removals	1	LS	\$5,000.00	\$5,000.00	\$3,200.00	\$3,200.00	\$3,500.00	\$3,500.00
74	Waterline 4" C-900 (PVC)	86	LF	\$30.00	\$2,580.00	\$45.55	\$3,917.30	\$42.15	\$3,624.90

75	Waterline 6" C-900 (PVC)	498	LF	\$35.00	\$17,430.00	\$86.35	\$43,002.30	\$35.30	\$17,579.40
76	Waterline 8" C-900 (PVC)	118	LF	\$40.00	\$4,720.00	\$45.75	\$5,398.50	\$37.45	\$4,419.10
77	Waterline 10" C-900 (PVC)	35	LF	\$40.00	\$1,400.00	\$55.20	\$1,932.00	\$95.60	\$3,346.00
78	Waterline 12" C-900 (PVC)	3946	LF	\$45.00	\$177,570.00	\$42.35	\$167,113.10	\$37.75	\$148,961.50
79	Waterline 14" C-900 (PVC)	35	LF	\$60.00	\$2,100.00	\$94.95	\$3,323.25	\$105.90	\$3,706.50
80	Waterline 16" C-900 (PVC)	109	LF	\$70.00	\$7,630.00	\$100.00	\$10,900.00	\$91.05	\$9,924.45
81	Gate Valve 4" & Box	1	LF	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$505.00	\$505.00
82	Gate Valve 6" & Box	17	LF	\$1,500.00	\$25,500.00	\$950.00	\$16,150.00	\$610.00	\$10,370.00
83	Gate Valve 8" & Box	1	LF	\$2,000.00	\$2,000.00	\$1,335.00	\$1,335.00	\$870.00	\$870.00
84	Gate Valve 10" & Box	2	LF	\$2,200.00	\$4,400.00	\$1,975.00	\$3,950.00	\$1,300.00	\$2,600.00
85	Gate Valve 12" & Box	12	LF	\$2,500.00	\$30,000.00	\$2,445.00	\$29,340.00	\$1,600.00	\$19,200.00
86	Gate Valve 14" & Box	1	LF	\$3,000.00	\$3,000.00	\$7,245.00	\$7,245.00	\$5,200.00	\$5,200.00
87	Gate Valve 16" & Box	2	LF	\$3,500.00	\$7,000.00	\$7,880.00	\$15,760.00	\$5,600.00	\$11,200.00
88	Wet Tap	1	Each	\$900.00	\$900.00	\$6,975.00	\$6,975.00	\$5,300.00	\$5,300.00
89	12"x4"x12" Tee	2	Each	\$750.00	\$1,500.00	\$725.00	\$1,450.00	\$600.00	\$1,200.00
90	12"x6"x12" Tee	19	Each	\$775.00	\$14,725.00	\$735.00	\$13,965.00	\$500.00	\$9,500.00
91	12"x8"x12" Tee	1	Each	\$800.00	\$800.00	\$765.00	\$765.00	\$650.00	\$650.00
92	10"x12"x10" Tee	1	Each	\$800.00	\$800.00	\$900.00	\$900.00	\$925.00	\$925.00
93	12"x14"x12" Tee	1	Each	\$900.00	\$900.00	\$1,140.00	\$1,140.00	\$1,100.00	\$1,100.00
94	12"x16"x12"x16" Cross	1	Each	\$1,000.00	\$1,000.00	\$1,525.00	\$1,525.00	\$1,400.00	\$1,400.00
95	12" 45° Bend	8	Each	\$500.00	\$4,000.00	\$685.00	\$5,480.00	\$705.00	\$5,640.00
96	12" 22.5° Bend	10	Each	\$500.00	\$5,000.00	\$660.00	\$6,600.00	\$560.00	\$5,600.00
97	Connect to Existing	13	Each	\$1,500.00	\$19,500.00	\$3,385.00	\$44,005.00	\$1,955.00	\$17,615.00
98	3-Way 5 1/4" Fire Hydrant Assembly	15	Each	\$3,500.00	\$52,500.00	\$3,225.00	\$48,375.00	\$4,260.00	\$63,900.00
99	Service Connections	62	Each	\$500.00	\$31,000.00	\$965.00	\$59,830.00	\$430.00	\$26,660.00
100	Pipe Boring	213	LF	\$150.00	\$31,950.00	\$76.00	\$16,188.00	\$86.50	\$18,424.50
101	Pipe Casing	93	LF	\$100.00	\$9,300.00	\$155.00	\$14,415.00	\$210.00	\$19,530.00
102	Tracing Wire	4767	LF	\$0.30	\$1,430.10	\$1.75	\$8,342.25	\$0.30	\$1,430.10
103	Rock Excavation (Pavement Removal)	140	CY	\$15.00	\$2,100.00	\$38.75	\$5,425.00	\$87.75	\$12,285.00
104	Curb & Gutter Removal	127	LF	\$10.00	\$1,270.00	\$0.70	\$88.90	\$10.35	\$1,314.45
105	Concrete Pavement 9" Uniform (AE)(Plain)	557	SY	\$75.00	\$41,775.00	\$44.25	\$24,647.25	\$47.50	\$26,457.50
106	Combined Curb & Gutter	127	LF	\$18.00	\$2,286.00	\$26.15	\$3,321.05	\$23.50	\$2,984.50
					Project Sub-Total (Base Bid) =	\$3,451,899.70	\$3,053,473.50		\$3,624,375.62
					Add Alternates				
1A	Existing Street Brick Inlay	4149	SY	\$75.00	\$311,175.00	\$26.15	\$108,496.35	\$20.40	\$84,639.60
1B	Stockpiling of Leftover Brick	1	LS	\$15,000.00	\$15,000.00	\$14,850.00	\$14,850.00	\$7,600.00	\$7,600.00
					Add Alternate 1 Sub-Total =	\$326,175.00	\$123,346.35		\$92,239.60
3A	Topsoil, Seed & Mulch 1C	2909	SY	\$9.50	\$27,635.50	\$6.00	\$17,454.00	\$3.80	\$11,054.20
3B	Stockpiling of Leftover Brick	1	LS	\$40,000.00	\$40,000.00	\$6,225.00	\$6,225.00	\$15,200.00	\$15,200.00
					Add Alternate 3 Sub-Total =	\$67,635.50	\$23,679.00		\$26,254.20