

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, June 5, 2017

7:00 p.m.

MEETING #5068

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Consideration of the Adoption of (1) An Amended STAR Bond District Plan and (2) A STAR Bond Project Plan (Power Center Area 1) within a STAR Bond District previously created within the City.

Ordinance No. 3661: An Ordinance Adopting an Amended STAR Bond District Plan and a STAR Bond Project Plan (Power Center Area 1)

Ordinance No. 3662: An Ordinance Authorizing the Issuance of Taxable Sales Tax Special Obligation Revenue Bonds (Power Center Area 1) in an Aggregate Original Principal Amount not to Exceed \$11,000,000 for the Purpose of Providing Funds to Finance Certain Costs Relating to the Power Center Area 1 Project Plan; Authorizing and Approving the Execution of Certain Documents in Connection with the Issuance of Said Bonds; and Authorizing Certain Other Actions in Connection with the Issuance of Said Bonds.

Approval of Agreement with Sutherlands

Approval of Option Agreement to Purchase Assembly of God Land.

Approval of Option to Purchase Farm Credit Land.

Approval of Option to Purchase Dodge City Community College land.

2. Consider the Advisability of Creating a Community Improvement District (McDonalds on Wyatt Earp).

Ordinance No. 3663: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Making Certain Findings as to the Advisability of Creating a Community Improvement District (McDonalds at 703 W. Wyatt Earp Blvd).

3. Consider the Establishment of a rural Housing Incentive District and the Adoption of the Plan (Summerlon V).

Ordinance No. 3664: 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 V).

4. Consider the Establishment of a Rural Housing Incentive District and Adoption of the Plan (Wagon Wheel II).

Ordinance No. 3665: 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 (Wagon Wheel II).

PETITIONS & PROCLAMATIONS

100th Anniversary of City Management in Kansas

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).

Presentation of American Public Works Association (APWA) Awards

CONSENT CALENDAR

1. Approval of City Commission Work Session Minutes, May 15, 2017;
2. City Commission Meeting Minutes, May 15, 2017;
3. City Commission Special Meeting Minutes, May 30, 2017;
4. Appropriation Ordinance No. 11, June 5, 2017;
5. Cereal Malt Beverage License:
 - a. Pizza Hut, 110 Frontview;
 - b. Rodeo Bar & Grill, 102 W. Wyatt Earp Blvd.;
 - c. Loves Travel Stops, 400 E Wyatt Earp Blvd;
 - d. El Charro of DC, LLC, 1209 W. Wyatt Earp Blvd;
6. Approval of Change Order for Fire Station #1 Roof Repair.
7. Approval of temporarily authorizing sale and consumption of Alcoholic Beverages at the Long Branch Lagoon.

ORDINANCES & RESOLUTIONS

Ordinance No. 3658: An Ordinance Vacating Alley Right-of-Way South of Division Street, Between Central Avenue and Avenue A. Report by Planning & Zoning Administrator, Nathan Littrell.

Ordinance No. 3659: An Ordinance Vacating a Portion of Utility Easement Located on Block 7 of Correction Map Replat of a Portion of Haggards Addition. Report by Planning & Zoning Administrator, Nathan Littrell.

Ordinance No. 3660: An Ordinance Vacating a Portion of Utility Easement Located on Lots 1 & 2, Block 2 of Centennial Addition (703 W. Wyatt Earp Blvd). Report by Planning & Zoning Administrator, Nathan Littrell.

Resolution No. 2017-20: A Resolution for the Temporary Suspension and Waiver of Certain Provisions of Ordinance No. 2838 and the 2009 International Fire Code Pertaining to the Discharge of Fireworks Within the City Limits of the City of Dodge City, Kansas. Report by Fire Chief, Robert Heinz.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Quotes for the South 2nd Avenue Pavement Markings. Report by Director of Engineering, Ray Slattery.
2. Approval of YMCA Agreement. Report by Assistant to City Manager/Assistant Finance Director Ernestor De La Rosa.

OTHER BUSINESS

ADJOURNMENT

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
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www.dodgecity.org

Memorandum

To: City Commission
From: Cherise Tieben
Date: June 1, 2017
Subject: Amended STAR Bond District Plan and STAR Bond Project Plan (Power Center Area 1)
Agenda Item: Public Hearing, Ordinances and New Business

I and other staff members, bond counsel, real estate developer and many others have worked long and hard to adopt an Amended STAR Bond District Plan and a STAR Bond Project Plan (Power Center Area 1) within a STAR Bond District previously created within the City. At the May 1st meeting of the City Commission, a Resolution was adopted to set a public hearing for June 5 to accomplish this goal. On the June 5th meeting, there are several items included that will accomplish the goal of adopting the STAR Bond Plan and Authorizing STAR bonds towards that end.

The format of the meeting will be as follows:

The Public Hearing will be the first item on the Agenda. The Mayor will open the public hearing for consideration of the Adoption of (1) An Amended STAR Bond District Plan and (2) A STAR Bond Project Plan (Power Center Area 1) within a STAR Bond District previously created within the City. At that time there will be a presentation that shows the project boundaries and description of the project. After the presentation, the public will be heard and any questions answered regarding the plan. After the comments are complete, the Mayor will close the public hearing.

All documents related to this STAR Bond plan will be presented and action taken. The documents to be approved are:

1. Ordinance No. 3661 – An Ordinance Adopting and Amended STAR Bond District Plan and a STAR Bond Project Plan (Power Center Area 1)
2. Ordinance No. 3662 – An Ordinance Authorizing the Issuance of Taxable Sales Tax Special Obligation Revenue Bond. This ordinance gives us the authority to issue the bonds.
3. Agreement with Sutherlands
4. Option Agreement to purchase Assembly of God land.
5. Option Agreement to purchase Farm Credit land.
6. Option Agreement to purchase Dodge City Community College land.

The approval of these documents will get us on our way to begin the development to complete the STAR Bond Project in this area.

ORDINANCE NO. 3661

AN ORDINANCE ADOPTING AN AMENDED STAR BOND DISTRICT PLAN AND A STAR BOND PROJECT PLAN (POWER CENTER AREA 1).

WHEREAS, the City of Dodge City, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by authorizing cities and counties to acquire certain property and to issue sales tax and revenue (STAR) bonds for the financing of STAR bond projects pursuant to the provisions of K.S.A. 12-17,160 *et seq.*, as amended (the “Act”); and

WHEREAS, pursuant to the Act the City is authorized to establish STAR bond project districts within eligible areas of the City, as said terms are defined in the Act, to approve STAR bond project district plans for the completion of STAR bond projects within such STAR bond project district, and to finance all or a portion of STAR bond project costs from state and local sales revenues derived from the STAR bond project district, other revenues described in the Act, or a combination thereof or from the proceeds of special obligation tax increment bonds of the City payable from such described revenues; and

WHEREAS, upon the creation of a STAR bond project district pursuant to the Act, the City may propose to undertake one or more STAR bond projects and shall prepare a STAR bond project plan, which may be implemented in separate development stages, in consultation with the City’s planning commission; and

WHEREAS, after a public hearing after notice in accordance with the Act, the City Commission on March 19, 2012, adopted Ordinance No. 3527 creating a STAR Bond Project District; and

WHEREAS, after a public hearing after notice in accordance with the Act, the City Commission on October 23, 2014, adopted Ordinance No. 3594 expanding the STAR Bond Project District to include additional property in the Heritage Area; and

WHEREAS, the City in consultation with the City’s Planning Commission prepared a STAR Bond Project Plan for the Heritage Area of the STAR Bond District dated March 10, 2015 (the “Heritage Area Project Plan”) pursuant to the Act, which Heritage Area Project Plan provides for the redevelopment of the Heritage Area of the STAR Bond District; and

WHEREAS, on March 10, 2015 the Planning Commission of the City made a finding that the Heritage Area Project Plan is consistent with the intent of the City’s comprehensive plan for the development of the City; and

WHEREAS, the City held a public hearing on April 20, 2015, after due published and mailed notice in accordance with the Act, regarding the Heritage Area Project Plan; and

WHEREAS, on March 16, 2015, the governing body of the City adopted Resolution No. 2015-05 setting a date for a public hearing with respect the Heritage Area Project Plan; and

WHEREAS, a public hearing was held on April 20, 2015, after proper notice was published in accordance with the Act, regarding the Heritage Area Project Plan; and

WHEREAS, the governing body of the City adopted Ordinance No. 3605 on April 20, 2015, adopting the Heritage Area Project Plan; and

WHEREAS, on December 5, 2016, the governing body of the City adopted Resolution No. 2016-30 establishing its intent to expand the Original STAR Bond Project District by including approximately 219 acres of additional real property in the Power Center Area (such expanded district to be referred to herein as the “STAR Bond Project District”) and setting a date for a public hearing with respect thereto; and

WHEREAS, a public hearing was held on January 5, 2017, after proper notice was published in accordance with the Act, regarding the expansion of the Original STAR Bond District; and

WHEREAS, on January 27, 2017, the Secretary determined that the expanded STAR Bond Project District is an “eligible area” under the Act; and

WHEREAS, the governing body of the City adopted Ordinance No. 3650 on February 3, 2017, which created the expanded STAR Bond Project District; and

WHEREAS, the City prepared the STAR Bond Project Plan for the Power Center Area 1 dated April 27, 2017 (the “Power Center Area 1 Project Plan”) in consultation with the City’s Planning Commission, which Project Plan provides for the redevelopment of the Power Center Area 1 of the STAR Bond Project District as described therein (the “Power Center Area 1 Project”); and

WHEREAS, the City prepared the Amended STAR Bond District Plan dated April 27, 2017 (the “Amended STAR Bond District Plan”), which Amended STAR Bond District Plan divided the land comprising the Power Center Area into the Power Center Area 1 and the Power Center Area 2 of the STAR Bond Project District, each as described therein; and

WHEREAS, on May 1, 2017, the governing body of the City adopted Resolution No. 2017-16 setting a date for a public hearing with respect the Power Center Area 1 Project Plan; and

WHEREAS, a public hearing was held on June 5, 2017, after proper notice was published in accordance with the Act, regarding the Amended STAR Bond District Plan and the Power Center Area 1 Project Plan; and

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

Section 1. The Governing Body of the City hereby approves the Amended STAR Bond District Plan in the form on file with the City Clerk, including Power Center Area 1 and Power Center Area 2.

Section 2. The Governing Body of the City hereby adopts the Power Center Area 1 Project Plan in the form on file with the City Clerk, including the relocation assistance plan.

Section 3. The Mayor, City Manager, City Clerk and other officials and employees of the City, including the City Attorney, and Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this Ordinance.

Section 4. This Ordinance shall be in force and effect from and after its passage, approval, and

publication once in the official City newspaper. The City Clerk shall transmit copies of the adopted Ordinance, a description of the land within the STAR Bond Project District, and map or plat indicating the boundaries of the STAR Bond Project District to the Ford County Clerk, Ford County Treasurer and Ford County Appraiser and to the Board of Education of Unified School District No. 443 and to the Board of County Commissioners of Ford County.

PASSED and ADOPTED by a two-thirds vote of the Governing Body of the City this 5th day of June, 2017.

Mayor

ATTEST:

City Clerk

ORDINANCE NO. 3662

AN ORDINANCE AUTHORIZING THE ISSUANCE OF TAXABLE SALES TAX SPECIAL OBLIGATION REVENUE BONDS (POWER CENTER AREA 1 PROJECT) IN AN AGGREGATE ORIGINAL PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000 FOR THE PURPOSE OF PROVIDING FUNDS TO FINANCE CERTAIN COSTS RELATING TO THE POWER CENTER AREA 1 PROJECT PLAN; AUTHORIZING AND APPROVING THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

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

WHEREAS, the City desires to promote, stimulate and develop the general and economic welfare of the City and the State of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by acquiring property and providing for the development and redevelopment thereof and the financing relating thereto; and

WHEREAS, on February 6, 2012, the governing body of the City adopted Resolution No. 2012-05 establishing its intent to create a STAR bond project district within the City (the “Original STAR Bond Project District”) and setting a date for a public hearing with respect thereto; and

WHEREAS, on February 14, 2012, the Secretary of Commerce of the State of Kansas (the “Secretary”) determined that the Original STAR Bond Project District is an “eligible area” under provisions of K.S.A. 12-17,160, *et seq.*, as amended (the “Act”); and

WHEREAS, a public hearing was held on March 19, 2012 after proper notice was published in accordance with the Act, regarding the creation of the Original STAR Bond Project District; and

WHEREAS, the governing body of the City adopted Ordinance No. 3527 on March 19, 2012, which created the Original STAR Bond Project District, which contained two project areas known as the “Heritage Area” and the “Entertainment Area”; and

WHEREAS, on September 22, 2014, the governing body of the City adopted Resolution No. 2014-23 establishing its intent to expand the Original STAR Bond Project District by including approximately 25 acres of additional real property in the Heritage Area (such expanded district to be referred to herein as the “Expanded STAR Bond Project District”) and setting a date for a public hearing with respect thereto; and

WHEREAS, on October 22, 2014, the Secretary determined that the Expanded STAR Bond Project District is an “eligible area” under the Act; and

WHEREAS, a public hearing was held on October 23, 2014, after proper notice was published in accordance with the Act, regarding the expansion of the Original STAR Bond District; and

WHEREAS, the governing body of the City adopted Ordinance No. 3594 on October 23, 2014, which created the Expanded STAR Bond Project District; and

WHEREAS, the City prepared the STAR Bond Project Plan for the Heritage Area dated March 10, 2015 (the “Heritage Area Project Plan”) in consultation with the City’s Planning Commission, which Project Plan provides for the redevelopment of the Heritage Area of the Expanded STAR Bond Project District as described therein (the “Heritage Area Project”); and

WHEREAS, on March 16, 2015, the governing body of the City adopted Resolution No. 2015-05 setting a date for a public hearing with respect the Heritage Area Project Plan; and

WHEREAS, a public hearing was held on April 20, 2015, after proper notice was published in accordance with the Act, regarding the Heritage Area Project Plan; and

WHEREAS, the governing body of the City adopted Ordinance No. 3605 on April 20, 2015, adopting the Heritage Area Project Plan; and

WHEREAS, on December 5, 2016, the governing body of the City adopted Resolution No. 2016-30 establishing its intent to further expand the Expanded STAR Bond Project District by including approximately 219 acres of additional real property in the “Power Center Area” (such further expanded district to be referred to herein as the “STAR Bond Project District”) and setting a date for a public hearing with respect thereto; and

WHEREAS, a public hearing was held on January 5, 2017, after proper notice was published in accordance with the Act, regarding the further expansion of the Expanded STAR Bond District; and

WHEREAS, on January 27, 2017, the Secretary determined that the further expanded STAR Bond Project District is an “eligible area” under the Act; and

WHEREAS, the governing body of the City adopted Ordinance No. 3650 on February 3, 2017, which created the further expanded STAR Bond Project District; and

WHEREAS, the City prepared the Amended STAR Bond District Plan dated April 27, 2017 (the “Amended STAR Bond District Plan”), which Amended STAR Bond District Plan divided the land comprising the Power Center Area into the Power Center Project Area 1 and the Power Center Project Area 2 of the STAR Bond Project District, each as described therein; and

WHEREAS, the City prepared the STAR Bond Project Plan for the Power Center Area 1 dated April 27, 2017 (the “Power Center Area 1 Project Plan”) in consultation with the City’s Planning Commission, which Project Plan provides for the redevelopment of the Power Center Project Area 1 of the STAR Bond Project District as described therein (the “Power Center Area 1 Project”); and

WHEREAS, on May 1, 2017, the governing body of the City adopted Resolution No. 2017-16 setting a date for a public hearing with respect the Power Center Area 1 Project Plan; and

WHEREAS, a public hearing was held on June 5, 2017, after proper notice was published in accordance with the Act, regarding the Amended STAR Bond District Plan and the Power Center Area 1 Project Plan; and

WHEREAS, the governing body of the City adopted Ordinance No. ____ on June 5, 2017, approving the Amended STAR Bond District Plan and approving the Power Center Area 1 Project Plan; and

WHEREAS, on _____, 2017, the Secretary (a) approved the Power Center Area 1 Project as a “STAR bond project” within the meaning of the Act and (b) approved the issuance of up to \$[__10,500,000__] (exclusive of approved financing costs) of STAR Bonds to be issued to finance the Power Center Area 1 Project; and

WHEREAS, pursuant to the Act, the City is authorized to issue its Taxable Sales Tax Special Obligation Revenue Bonds (Power Center Area 1 Project) (the “Bonds”) in the aggregate original principal amount not to exceed \$11,000,000 under the hereinafter described Bond Indenture, for the purpose of implementing the Power Center Area 1 Project Plan by providing funds to (a) finance a portion of the Costs of the Project (as defined in the Bond Indenture) and (b) pay certain costs related to the issuance of the Bonds; and

WHEREAS, the governing body of the City hereby finds and determines that the issuance of the Bonds to provide funds for the purposes described herein in the manner provided in the Act and pursuant to the provisions of the Bond Indenture, will serve one or more of the public purposes set forth in the Act and will promote, stimulate and develop the general and economic welfare of the City; and

WHEREAS, the governing body of the City further finds and determines that it is necessary and desirable in connection with the issuance of the Bonds that the City enter into certain agreements, and that the City take certain other actions and approve the execution of certain other documents as herein provided.

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

Section 1. Authorization of the Bonds. The City is hereby authorized to issue and sell the Bonds in an aggregate original principal amount not to exceed \$11,000,000, the proceeds of which will be used to (a) pay Costs of the Project and (b) pay certain costs related to the issuance of the Bonds. The Bonds shall be issued and secured pursuant to the herein authorized Bond Indenture and shall bear such dates, shall be in such denominations, shall be in such forms, shall mature on the dates and in the principal amounts and maturity amounts, shall bear interest at rates not to exceed the maximum rate permitted by law and shall be subject to redemption on the dates and in the principal amounts as provided in the Bond Indenture and Bond Purchase Agreement (as hereinafter defined), and shall have such other terms and provisions, shall be issued, executed, authenticated and delivered in such manner and shall be subject to such provisions, covenants and agreements, as are set forth in the Bond Indenture. The Bonds shall be sold and delivered to the order of the purchasers thereof in accordance with the terms and conditions of the Bond Purchase Agreement, at such prices as are set forth therein.

The Bonds, together with interest and premium, if any, thereon are not general obligations of the City but are limited obligations payable solely from the trust estate pledged to the payment thereof under the Bond Indenture and shall be a valid claim of the respective holders thereof only against the trust estate and other moneys held by the Trustee and the revenues so pledged as aforesaid. In no event shall the Bonds be payable out of any funds or properties other than those pledged or acquired under the Bond Indenture, and the Bonds shall not be deemed to constitute a debt or liability of the State, the City or of any political subdivision thereof and the issuance of the Bonds shall not, directly, indirectly or contingently, obligate the City, the State or any political subdivision thereof to levy any form of taxation therefor or to budget or make any appropriation for their payment. Nothing in the Bonds, the Bond Indenture, the proceedings of the City authorizing the Bonds or the Act shall be construed to be a debt or loan of credit of the City, the State or

any political subdivision thereof within the meaning of any constitutional or statutory debt limitation or restriction.

Section 2. Authorization and Approval of Documents. The following documents are hereby approved in substantially the forms presented to the governing body of the City at this meeting, and the City is hereby authorized to execute and deliver each of such documents (the “City Documents”) with such changes therein as shall be approved by the officer or officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval and the City's approval thereof:

(a) Bond Trust Indenture dated as of the date stated therein (the “Bond Indenture”), between the City and Security Bank of Kansas City, Kansas City, Kansas, as trustee (the “Trustee”), authorizing the issuance of the Bonds.

(b) Bond Purchase Agreement dated as of the date stated therein (the “Bond Purchase Agreement”), between the City and the purchaser of the Bonds, relating to the purchase of the Bonds.

(c) Tax Distribution Agreement dated as of the date set forth therein (the “Tax Distribution Agreement”) among the City, the Trustee and the other parties named therein, which provides for certain distributions of tax revenues for the benefit of the Bonds.

Section 3. Execution of Bonds and Documents. The Mayor of the City is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the City in the manner provided in the Bond Indenture. The Mayor of the City is hereby authorized and directed to execute the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, with such changes as the Mayor deems necessary or appropriate, for and on behalf of and as the act and deed of the City. The Clerk of the City is hereby authorized and directed to attest to and affix the seal of the City to the Bonds, the City Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 4. Further Authority. The City shall, and the officers, employees and agents of the City are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments, documents necessary to obtain approvals of the Secretary as required by law, and any agreements with respect to the investment of funds held under the Bond Indenture, as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the City with respect to the Bonds and the City Documents.

Section 5. Severability. The provisions of this Ordinance shall not be severable.

Section 6. Effective Date. This Ordinance shall take effect and be in full force after its adoption by the City and publication once in the official newspaper of the City.

PASSED by the governing body of the City this 5th day of June, 2017.

Mayor

(Seal)

ATTEST:

City Clerk

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date: May 31, 2017
Subject: Public Hearing – Advisability of Creating a Community Improvement District
Ordinance No. 3663 – Making Certain Finding on the Advisability of Creating a Community Improvement District

Agenda Item Public Hearing and Ordinances and Resolutions

Recommendation: I recommend the City Commission open the Public Hearing and hear any comments from the public. If after the public hearing, the Commission finds it advisable to create the Community Improvement District, adopt Ordinance No. 3663.

Background: A petition was filed for the establishment of a community improvement district at the location of the McDonalds on Wyatt Earp. The McDonalds that has been in the same location for a number of years was recently demolished and a new McDonalds building will be built in the same location. A Petition was filed in April, 2017 to establish a CID in the location of the new McDonalds Restaurant.

The City Commission adopted Resolution No. 2017-19, on May 15, 2017, that directed that a public hearing be held to consider the advisability of creating a community improvement district and required the City Clerk to give notice of such public hearing. A notice was published in the Dodge City Daily Globe for 2 consecutive weeks, at least 7 days prior to the June 5th meeting notifying the public of consideration of the CID. A notice was also sent to the property owner that filed the petition.

After the public hearing is complete, the Commission will consider the Ordinance. This ordinance states that the governing body of the City of Dodge City finds and determines it to be advisable to create the proposed community improvement district, authorizes the project, approves the estimated cost of the project, sets forth the boundaries of the district, levies the community improvement district sales tax, and approves the method of financing.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer. The additional sales tax collected in the improvement district is the only amount reimbursed to the developer.

Financial Considerations: none

Purpose/Mission: We value progress and business growth for the community.

Legal Considerations: All legal considerations are being met with the public hearing and adoption of the ordinance. The ordinance will be forwarded to the Director of Taxation for the State of Kansas

Attachments: Ordinance No. 3663.

ORDINANCE NO. 3663

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, MAKING CERTAIN FINDINGS AS TO THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of the Community Improvement District Act, K.S.A. 12-6a26 et seq. (the "Act") cities are authorized to establish community improvement districts, to authorize the performance of community improvement district projects, and to authorize the financing of such projects from the imposition of a community improvement district sales tax to be levied on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district in accordance with the Act; and

WHEREAS, the Governing Body of the City of Dodge City, Kansas determined to consider the advisability of creating a community improvement district as described in a petition (the "Petition") filed for the establishment of a community improvement district in accordance with the Act, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Petition was signed by the owners of record of more than fifty-five percent (55%) of the total land area and total assessed value of property within the proposed community improvement district; and

WHEREAS, pursuant to the Act, the Governing Body of the City of Dodge City, Kansas, by Resolution No. 2017-19, adopted on May 15, 2017, directed that a public hearing be held to consider the advisability of creating a community improvement district and requiring the City Clerk to give notice of such public hearing as set forth in the Act; and

WHEREAS, the Governing Body of the City of Dodge City, Kansas hereby finds and determines it to be advisable to create the proposed community improvement district, authorize the project, approve the estimated cost of the project, set forth the boundaries of the district, levy the community improvement district sales tax, and approve the method of financing.

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

Section 1. Authorization of the Project. The project set forth in Exhibit B, attached hereto and incorporated herein by reference, is hereby authorized.

Section 2. Approval of the Estimated Cost of the Project. The estimated cost of the project, Three Hundred Eighty Thousand Dollars (\$380,000.00), is hereby approved.

Section 3. Legal Description and Map of District. The community improvement district created hereunder is described and depicted in a legal description and map exhibit, attached hereto, and incorporated herein by reference, in Exhibit C and Exhibit D, respectively.

Section 4. Levy of Community Improvement District Sales Tax. A one-half percent (1/2%) community improvement district sales tax is hereby levied within the community improvement district in accordance with the Act on the sale of tangible personal property or rendering or furnishing of taxable services within the community improvement district.

Section 5. Approval of Method of Financing. The proposed method of financing for the community improvement district by pay as you go financing, the issuance of special assessments, or a combination of these two methods, is hereby approved.

Section 6. Effective Date. This ordinance shall take effect from and after its passage by the Governing Body of the City of Dodge City, Kansas and publication in the official City newspaper. This ordinance shall also be filed in the Office of the Register of Deeds in Ford County, and a copy of this ordinance shall be provided to the Director of Taxation of the State of Kansas in accordance with the Act.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 5thth day of June, 2017.

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Special Projects/Housing*

Date: May 31, 2017

Subject: RHID

Agenda Item: Ordinance No. 3664

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Summerlon Properties LLC and the approval of Ordinance No. 3664 which includes the approval of the Development Plan.

Background: In 2010, the 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. Summerlon Properties LLC will provide 26 duplexes, 1 triplex, and 3 quadplex with a market value of 160,000 – 170,000 for each individual unit for a total of 65 units. Each unit will consist of 2 – 3 bedroom, laundry hookups, cable TV hookups, and garages.

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 developer purchasing the Special Obligation Bonds that funds the infrastructure and other approved costs reimbursed by the RHID. 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.

Legal Considerations: None

Attachments: Ordinance No. 3664, Development Agreement and Development Plan

ORDINANCE NO. 3664

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 V)

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 60,000 located in a county with a population of less than 80,000, 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 27,340, is located in Ford County, Kansas, which has an estimated population of approximately 33,848, 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 2015 (the “Needs 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. 2017-08 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 April 13, 2017, 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 September 6, 2016 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. 2017-14 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 June 5, 2017 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on June 5, 2017, after duly 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.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Dodge City, Kansas as follows:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted June 5, 2017 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:

Lots 1-7 of Block 1, Lots 1-21 of Block 2, Replat of Summerlon Addition,
Phase V, City of Dodge City, Ford County, Kansas

The boundaries of the District do not contain any property not referenced in Resolution No. 2016-21, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of 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 June 5, 2017, 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. 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. This Ordinance supercedes the findings and actions set forth in Ordinance No. 3579 passed March 17, 2014 pertaining to the establishment of a Rural Housing Incentive District for the property described in Section 2 hereof, the creation of which was invalid due to procedural errors.

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PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on June 5, 2017.

[SEAL]

Rick Sowers, Mayor

Nannette Pogue, City Clerk

**DEVELOPMENT PLAN
SUMMERLON PROPERTIES, LLC – SUMMERLON PHASE V RURAL HOUSING
INCENTIVE DISTRICT OF THE CITY OF DODGE CITY, KANSAS**

May 1, 2017

INTRODUCTION

On March 20, 2017 the Governing Body of the City of Dodge City, Kansas (the “City”) adopted Resolution 2017-08 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 2017-08, a certified copy of said Resolution 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 April 13, 2017, the Secretary of Commerce provided written confirmation, approving the establishment of Summerlon Properties, LLC – Summerlon Phase V Rural Housing Incentive District (the “District”) (Resolution 2017-08, Exhibit A-21).

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.

DEVELOPMENT PLAN

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

1. The legal description of the Summerlon Properties, LLC – Summerlon Phase V Rural Housing Incentive District is:

Lots 1-7 of Block 1, Lots 1-21 of Block 2, Replat of Summerlon Addition, Phase V, City of Dodge City, Ford County, Kansas

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 2017 is \$58,660. There are no existing structures on the real estate within the District.

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 twenty-six (26) duplex residences, one (1) tri-plex, and three (3) quad-plexes. The housing facilities will consist of a variety of 2 and 3 bedroom duplexes. Each individual family unit will have laundry hook-ups, cable television hook-ups and garages.

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. These improvements will be constructed concurrently with the project.

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, LLC
(Site Work and Infrastructure) P.O. Box 608
Dodge City, KS 67801

Individuals with Specific Interest: Summerlon Properties, LLC Members
Greg Gaskill and James Coffin
P.O. Box 608
Dodge City, KS 67801

6. The Governing Body of the City entered into a Development Agreement with Summerlon Properties, LLC, a Kansas limited liability corporation, (the “Developer”) in June of 2017. The 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. The complete 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 provided by the Developer, 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 financing the public infrastructure. The revenue stream is compared to the estimated debt service of any bonds needed to finance the project. The estimated costs of the improvements and the costs of the financing is compared to the estimated revenue stream. The estimates indicate that the estimated revenue realized from the project would be adequate to pay the costs of the public infrastructure.

DEVELOPMENT PLAN - EXHIBIT A

**MAP OF THE SUMMERLON PROPERTIES, LLC – SUMMERLON PHASE V
RURAL HOUSING IMPROVEMENT DISTRICT**



DEVELOPMENT PLAN - EXHIBIT B
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), entered into this 5th day of June, 2017, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation, (the “City”), and **SUMMERLON PROPERTIES, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (the “Developer”).

RECITALS

- A. **WHEREAS**, the City and the Developer (the “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of multi-family residential development to be known as “Summerlon Phase V” (the “Development”); and,
- B. **WHEREAS**, the Developer is the titled owner of real property located within the boundaries of the City and described in *Exhibit A*, attached hereto and incorporated herein by reference (the “Property”); and,
- C. **WHEREAS**, the 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**, the City has determined that the construction of the Development will foster the economic development of the 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 1

DEFINITIONS

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

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

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 the 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 facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

“**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 the City, attached hereto as *Exhibit C* 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 this reference.

“**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, 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/her 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 the 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

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

- 2.1 Preliminary Resolution.** The Governing Body has heretofore adopted Resolution No. 2017-08 (the “Resolution”) on March 20, 2017, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish Rural Housing Incentive Districts within the City, which would include the Property.
- 2.2 Department of Commerce Finding.** Pursuant to the Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same, along with the Resolution, to the Kansas Secretary of Commerce. On April 13, 2017, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City’s ability to establish a Rural Housing Incentive District.
- 2.3 Further Proceedings Regarding Special Assessments.** Developer has petitioned the City for special assessment financing for infrastructure improvements as reflected in *Exhibit D*. Said special assessment charges will be eligible costs to be paid by Rural Housing Incentive District incremental proceeds.
- 2.4 Further Proceedings Regarding the Rural Housing Incentive District Act.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an Ordinance approving the Development Plan, this Agreement, establish a Rural Housing Incentive District that includes the Property and adopt a Resolution establishing a benefit district for the financing of certain internal improvements within 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.** The Developer shall commence construction of the Development Project and Public Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. The 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 the 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. The Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. The Developer, in coordination with the City and at the cost of the City, has had prepared a Concept Site Plan and the same is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, the 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 the Developer to enhance the economic viability of the Development Project provided, however, that the 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 the City.

3.4 Construction Public Improvements. The Developer shall construct, at its cost, the Public Improvements in a good and workman like manner in accordance with the Plans and Specifications approved by the City consistent with the construction of the Development Project so that the Substantial Completion of the Public Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

- a **Acquisition of Easements, Permits.** The Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the External or Internal Infrastructure Improvements and the City will cooperate with the 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. The City shall cooperate with the Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.
- b **Construction Contracts; Insurance.** The Developer may enter into one or more construction contracts to complete the Work for the Public Improvements. Prior to the commencement of construction of the Public Improvements, each Party 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 the City. Each Party shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Public Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If the Developer serves as general contractor for the Internal Infrastructure Improvements, the Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

- c **Certification of Substantial Completion.** Promptly after Substantial Completion of the Work with respect to the Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion in the form attached hereto as **Exhibit E**. The 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 the City unless, prior to the end of such thirty (30) day period after delivery to the City of each Certificate of Substantial Completion, the City furnishes to the 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 Public Improvements, the Developer will dedicate to the City, and the City will accept, title to the Internal Infrastructure Improvements designated on **Exhibit D**. Following said dedication, the 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 the City. Notwithstanding the foregoing, the 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 Property acquisition and payment for the Public Improvements shall be the sole responsibility of the Developer. 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 account (the "Account") Funds from said Account shall be used to reimburse the Developer for all or a portion of eligible costs of the Property acquisition and Public Improvements.

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

1. Reimbursements due to Developer shall be made within thirty (30) days following the receipt of the annual Increment payment from the County Treasurer beginning in 2017 and continuing until such time as the eligible Developer Costs as described in *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 portion of eligible costs not covered by payments made from the Account.

2. Within 60 days following adoption of the RHID Ordinance by the City, Developer shall purchase and acquire title to the Property as described in Exhibit A. The purchase price paid by the Developer shall include the price of the acquisition of the Property.

3. At the written request of the Developer the City, in its sole discretion, may issue special obligation bonds for payment of the eligible Developer costs pursuant to the provisions of K.S.A. 12-5248, and pledge revenues of the Account to the repayment of such special obligation bonds. The maximum maturity on such bonds shall not exceed 15 years.

4. Once all eligible Project costs have been fully paid, all reimbursable costs to Developer fully satisfied, all special obligation bonds, if any, have been redeemed 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).

ARTICLE V

GENERAL PROVISIONS

5.1 City's Right to Terminate. In addition to all other rights of termination as provided herein, the City may terminate this Agreement at any time if the 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 the City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, the Developer may terminate this Agreement at any time if the 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 the 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 the 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 the City.
- c Until Substantial Completion of the Development Project has occurred, the obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by the 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, the Developer may be permitted to subcontract the construction of any portion of the Development Project except for Public Improvements without the consent of City as long as the Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in this 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 the Developer to assign the Developer's rights, duties and obligations under this Agreement to a Related Party; or (c) the right of the 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 the 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 the Developer's and the 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, 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 the City nor the 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 the Developer, and further provided that the Developer notifies the 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,

a In the case of the Developer, to:

Summerlon Properties, LLC

P.O. Box 608
Dodge City, KS 67801
Attention: Greg Gaskill
Phone: (620) 225-2858

b In the case of the 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 the City's government who has any power of review or approval of any of the Developer's undertakings, or of the 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. The City represents to the Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

- a The 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 the City, shall furnish the 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 the City shall be protected in accordance with a clause in form and content satisfactory to the 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 the 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 thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

5.9 Inspection. The Developer shall allow authorized representatives of the 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 the City, prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the 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 the City determines is reasonable and necessary to verify the 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 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 the City shall be personally liable to the 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 the 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, the Developer may, at the Developer's option but only with the City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which the Developer has assumed the defense) with counsel of the 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 the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the 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 shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16(g)* of this Agreement.

- a Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable to the 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.
- b The Developer releases from, agrees to indemnify and hold harmless the City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that the 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 attorney fees, except for those matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.

- c The 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 the 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 the City and its Governing Body members, officers, agents, servants and employees.
- d All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.
- e No official, employee or representative of the City shall be personally liable to the Developer in the event of a default or breach by any Party to this Agreement.
- f The Developer releases from and covenants and agrees that the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the 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 the Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by the 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 the 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 the City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by the City following termination of this Agreement as the Development Project or portion thereof.
- g Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in this Section, the Developer shall have no obligation to indemnify the 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 the Developer shall hereby be released for any and all claims otherwise referenced in this Section 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 the City for all legal and professional costs, fees and expenses incurred by the 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 the 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. The 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 the City, enforceable in accordance with its terms.

6.2 Representations of Developer. The 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 the Developer, enforceable in accordance with its terms.

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

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

Dated: June 5, 2017

ATTEST: (SEAL)

Nannette Pogue, City Clerk

SUMMERLON PROPERTIES, LLC

By: _____
Greg Gaskill, Member

Dated: June 5, 2017

By: _____
James Coffin, Member

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

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

EXHIBIT A
PROPERTY DESCRIPTION

A-21

Lots 1-7 of Block 1, Lots 1-21 of Block 2, Replat of Summerlon Addition, Phase V, City of Dodge City, Ford County, Kansas

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR SUMMERLON PHASE V DEVELOPMENT PROJECT**



EXHIBIT C

SUMMERLON PHASE V SITE DEVELOPMENT PLAN

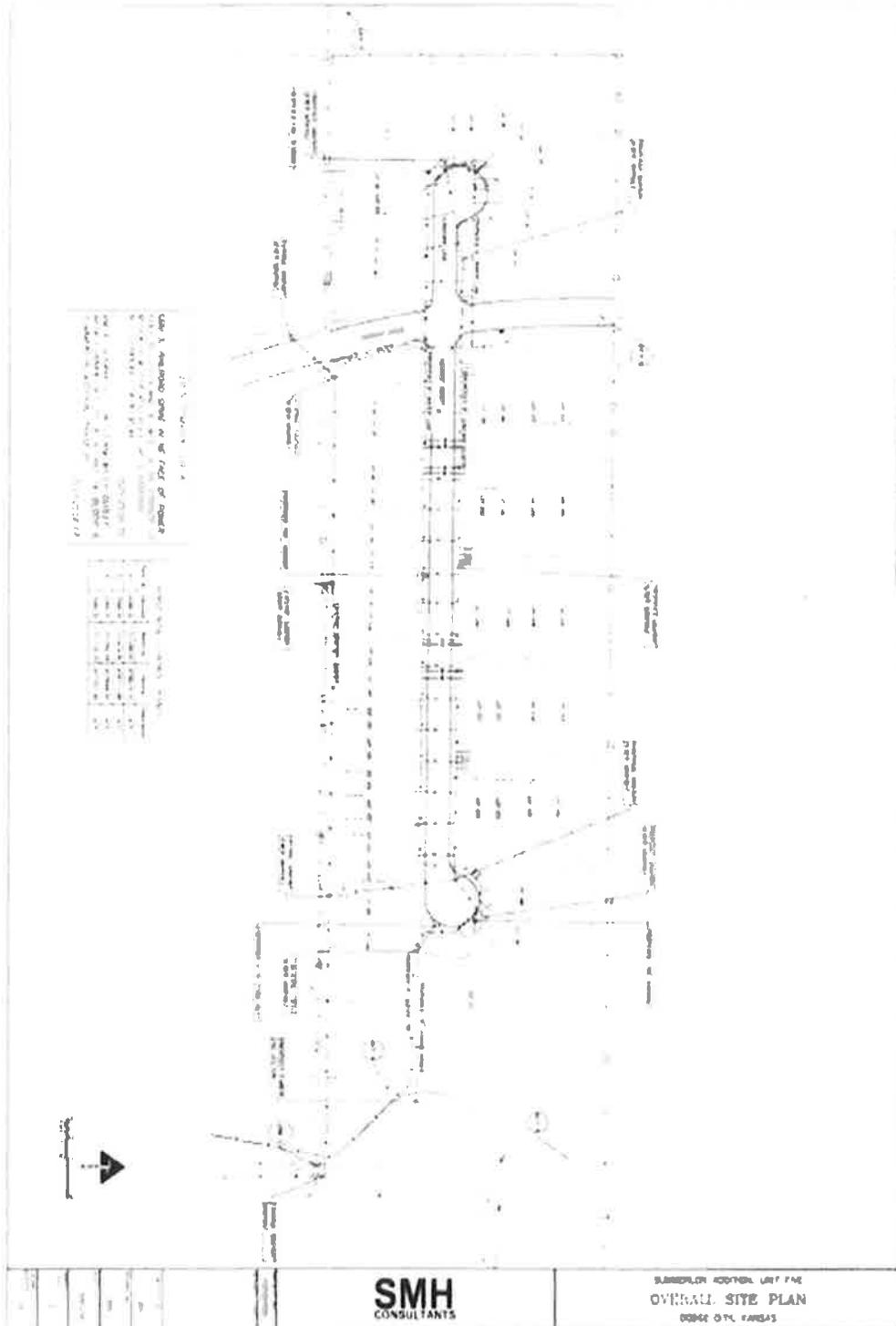


EXHIBIT D

**ELIGIBLE COSTS FOR
SUMMERLON PHASE V DEVELOPMENT PROJECT**

EXPENSES ELIGIBLE FOR RHID REIMBURSEMENT	
LAND COST	\$1,124,500
INFRASTRUCTURE	\$751,100
SITE PREP	\$14,300
ENGINEERING	\$28,100
SHORT TERM INTEREST	\$160,000
LEGAL	\$24,000
TOTAL ELIGIBLE COSTS	\$2,102,000

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

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Summerlon Properties, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of June 5, 2017 by and among the City of Dodge City, Kansas, and the Developer (the “Development Agreement), hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in the 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 (4) 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: City Manager
City Commissioners*

*From: Mollea Wainscott
Special Projects/Housing*

Date: May 31, 2017

Subject: RHID

Agenda Item: Ordinance No. 3665

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Volz Builders, LLC, and the approval of Ordinance No. 3665 which includes the approval of the Development Plan.

Background: In 2010, the 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. Volz Builders LLC will provide 60 single family units with a market value of 155,000-160,000

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 history of Rural Housing Incentive Districts with this developer.

Purpose/Mission: We value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: None

Attachments: Ordinance No. 3665, Development Agreement and Development Plan

ORDINANCE NO. 3665

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 (WAGON WHEEL II)

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 60,000 located in a county with a population of less than 80,000, 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 27,340, is located in Ford County, Kansas, which has an estimated population of approximately 33,848, 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 2015 (the “Needs 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. 2017-07 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 April 13, 2017, 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 September 6, 2016 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. 2017-15 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 June 5, 2017 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on June 5, 2017, 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.

THEREFORE, BE IT ORDAINED by the Governing Body of the City of Dodge City, Kansas as follows:

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted June 5, 2017 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:

A tract of land in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 9, Wagon Wheel Addition, City of Dodge City, Ford County, Kansas; thence

N00°28'57"W 551.22 feet to a point on the South Line of Kliesen Hills Addition, City of Dodge City, Ford County, Kansas; thence

S89°41'14"E 853.00 feet along the South Line of the said Kliesen Hills Addition and the South Line of Kliesen Subdivision, City of Dodge City, Ford County, Kansas; thence

S00°28'58"E 1194.15 feet; thence

N89°43'15"W 853.00 feet to the Southeast Corner of Lot 4, Wagon Wheel Addition, City of Dodge City, Ford County, Ks; thence

N00°28'57"W 643.43 feet to the point of beginning, containing 23.4 acres.

Subject to easements and restrictions of record.

The boundaries of the District do not contain any property not referenced in Resolution No. 2016-21, which provided notice of public hearing on the creation of the District and adoption of the Plan.

Section 3. Approval of 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 June 5, 2017, 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. 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.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on June 5, 2017.

[SEAL]

Rick Sowers, Mayor

Nannette Pogue, City Clerk

**DEVELOPMENT PLAN
VOLZ BUILDERS, LLC – WAGON WHEEL II RURAL HOUSING INCENTIVE
DISTRICT OF THE CITY OF DODGE CITY, KANSAS**

May 1, 2017

INTRODUCTION

On March 6, 2017 the Governing Body of the City of Dodge City, Kansas (the “City”) adopted Resolution 2017-07 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/and 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 2017-07, a certified copy of said Resolution 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 April 13, 2017, the Secretary of Commerce provided written confirmation, approving the establishment of Volz Builders, LLC – Wagon Wheel II Rural Housing Incentive District (the “District”) (Resolution 2017-07, Exhibit A-20).

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.

DEVELOPMENT PLAN

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

1. The legal description of the Volz Builders, LLC – Wagon Wheel II Rural Housing Incentive District is:

A tract of land in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 9, Wagon Wheel Addition, City of Dodge City, Ford County, Kansas; thence

N00°28'57"W 551.22 feet to a point on the South Line of Kliesen Hills Addition, City of Dodge City, Ford County, Kansas; thence

S89°41'14"E 853.00 feet along the South Line of the said Kliesen Hills Addition and the South Line of Kliesen Subdivision, City of Dodge City, Ford County, Kansas; thence

S00°28'58"E 1194.15 feet; thence

N89°43'15"W 853.00 feet to the Southeast Corner of Lot 4, Wagon Wheel Addition, City of Dodge City, Ford County, Ks; thence

N00°28'57"W 643.43 feet to the point of beginning, containing 23.4 acres.

Subject to easements and restrictions of record.

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 2017 is \$2,830.00. There are no existing structures on the real estate within the District.
3. The name and address of the owner of record for the real estate within the District is:

Volz Builders, LLC
11170 Kliesen
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 sixty (60) single family residences with an assessed evaluation of not less than One Hundred Seventy Five Thousand Dollars (\$155,000.00) each. The housing facilities will be constructed as one project, in two phases.

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. These improvements will be constructed concurrently with the project.

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: Volz Builders, LLC
11170 Kliesen
Dodge City, KS 67801

Developer: Volz Builders, LLC
(Site Work and Infrastructure) 11170 Kliesen
Dodge City, KS 67801

Individuals with Specific Interest: Volz Builders, LLC Members
Timothy E. Volz
11170 Kliesen
Dodge City, KS 67801

6. The Governing Body of the City entered into a Development Agreement with Volz Builders, LLC, a Kansas limited liability corporation, (the “Developer”) in June of 2017. The 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. The complete 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 provided by the Developer, 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 financing the public infrastructure. The revenue stream is compared to the estimated debt service of any bonds needed to finance the project. The estimated costs of the improvements and the costs of the financing is compared to the estimated revenue stream. The estimates indicate that the estimated revenue realized from the project would be adequate to pay the costs of the public infrastructure.

DEVELOPMENT PLAN - EXHIBIT A

**MAP OF THE VOLZ BUILDERS, LLC – WAGON WHEEL II
RURAL HOUSING IMPROVEMENT DISTRICT**



DEVELOPMENT PLAN - EXHIBIT B

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Current Property Tax		Estimated Value	Property Class	Mill Levy	Est. Property Tax	Less State 1.5 Mile	Less Mill 20 Mile	Prop. Tax Less Am/Non Elective	Annual Increment	Annual Cumulative	Year 1	Year 2	Year 3	Year 4	Year 5	Fiscal Year	Total for Life of Project
A: 100% financing going to pay off infrastructure costs																	
Lot 1	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	2,989.33	2,989.33	5,978.66	8,968.00	11,957.33	14,946.67	17,936.00	38,879.23
Lot 2	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	5,978.66	8,968.00	11,957.33	14,946.67	17,936.00	20,925.33	23,914.67	38,879.23
Lot 3	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	8,968.00	11,957.33	14,946.67	17,936.00	20,925.33	23,914.67	26,904.00	38,879.23
Lot 4	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	11,957.33	14,946.67	17,936.00	20,925.33	23,914.67	26,904.00	29,893.33	38,879.23
Lot 5	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	14,946.67	17,936.00	20,925.33	23,914.67	26,904.00	29,893.33	32,882.67	38,879.23
Lot 6	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	17,936.00	20,925.33	23,914.67	26,904.00	29,893.33	32,882.67	35,872.00	38,879.23
Lot 7	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	20,925.33	23,914.67	26,904.00	29,893.33	32,882.67	35,872.00	38,861.33	38,879.23
Lot 8	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	23,914.67	26,904.00	29,893.33	32,882.67	35,872.00	38,861.33	41,850.67	38,879.23
Lot 9	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	26,904.00	29,893.33	32,882.67	35,872.00	38,861.33	41,850.67	44,840.00	38,879.23
Lot 10	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	29,893.33	32,882.67	35,872.00	38,861.33	41,850.67	44,840.00	47,829.33	38,879.23
Lot 11	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	32,882.67	35,872.00	38,861.33	41,850.67	44,840.00	47,829.33	50,818.67	38,879.23
Lot 12	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	35,872.00	38,861.33	41,850.67	44,840.00	47,829.33	50,818.67	53,808.00	38,879.23
Lot 13	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	38,861.33	41,850.67	44,840.00	47,829.33	50,818.67	53,808.00	56,797.33	38,879.23
Lot 14	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	41,850.67	44,840.00	47,829.33	50,818.67	53,808.00	56,797.33	59,786.67	38,879.23
Lot 15	Block 1	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	44,840.00	47,829.33	50,818.67	53,808.00	56,797.33	59,786.67	62,776.00	38,879.23
Lot 16	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	47,829.33	50,818.67	53,808.00	56,797.33	59,786.67	62,776.00	65,765.33	38,879.23
Lot 17	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	50,818.67	53,808.00	56,797.33	59,786.67	62,776.00	65,765.33	68,754.67	38,879.23
Lot 18	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	53,808.00	56,797.33	59,786.67	62,776.00	65,765.33	68,754.67	71,744.00	38,879.23
Lot 19	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	56,797.33	59,786.67	62,776.00	65,765.33	68,754.67	71,744.00	74,733.33	38,879.23
Lot 20	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	59,786.67	62,776.00	65,765.33	68,754.67	71,744.00	74,733.33	77,722.67	38,879.23
Lot 21	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	62,776.00	65,765.33	68,754.67	71,744.00	74,733.33	77,722.67	80,712.00	38,879.23
Lot 22	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	65,765.33	68,754.67	71,744.00	74,733.33	77,722.67	80,712.00	83,701.33	38,879.23
Lot 23	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	68,754.67	71,744.00	74,733.33	77,722.67	80,712.00	83,701.33	86,690.67	38,879.23
Lot 24	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	71,744.00	74,733.33	77,722.67	80,712.00	83,701.33	86,690.67	89,680.00	38,879.23
Lot 25	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	74,733.33	77,722.67	80,712.00	83,701.33	86,690.67	89,680.00	92,669.33	38,879.23
Lot 26	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	77,722.67	80,712.00	83,701.33	86,690.67	89,680.00	92,669.33	95,658.67	38,879.23
Lot 27	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	80,712.00	83,701.33	86,690.67	89,680.00	92,669.33	95,658.67	98,648.00	38,879.23
Lot 28	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	83,701.33	86,690.67	89,680.00	92,669.33	95,658.67	98,648.00	101,637.33	38,879.23
Lot 29	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	86,690.67	89,680.00	92,669.33	95,658.67	98,648.00	101,637.33	104,626.67	38,879.23
Lot 30	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	89,680.00	92,669.33	95,658.67	98,648.00	101,637.33	104,626.67	107,616.00	38,879.23
Lot 31	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	92,669.33	95,658.67	98,648.00	101,637.33	104,626.67	107,616.00	110,605.33	38,879.23
Lot 32	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	95,658.67	98,648.00	101,637.33	104,626.67	107,616.00	110,605.33	113,594.67	38,879.23
Lot 33	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	98,648.00	101,637.33	104,626.67	107,616.00	110,605.33	113,594.67	116,584.00	38,879.23
Lot 34	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	101,637.33	104,626.67	107,616.00	110,605.33	113,594.67	116,584.00	119,573.33	38,879.23
Lot 35	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	104,626.67	107,616.00	110,605.33	113,594.67	116,584.00	119,573.33	122,562.67	38,879.23
Lot 36	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	107,616.00	110,605.33	113,594.67	116,584.00	119,573.33	122,562.67	125,552.00	38,879.23
Lot 37	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	110,605.33	113,594.67	116,584.00	119,573.33	122,562.67	125,552.00	128,541.33	38,879.23
Lot 38	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	113,594.67	116,584.00	119,573.33	122,562.67	125,552.00	128,541.33	131,530.67	38,879.23
Lot 39	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	116,584.00	119,573.33	122,562.67	125,552.00	128,541.33	131,530.67	134,520.00	38,879.23
Lot 40	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	119,573.33	122,562.67	125,552.00	128,541.33	131,530.67	134,520.00	137,509.33	38,879.23
Lot 41	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	122,562.67	125,552.00	128,541.33	131,530.67	134,520.00	137,509.33	140,498.67	38,879.23
Lot 42	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	125,552.00	128,541.33	131,530.67	134,520.00	137,509.33	140,498.67	143,488.00	38,879.23
Lot 43	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	128,541.33	131,530.67	134,520.00	137,509.33	140,498.67	143,488.00	146,477.33	38,879.23
Lot 44	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	131,530.67	134,520.00	137,509.33	140,498.67	143,488.00	146,477.33	149,466.67	38,879.23
Lot 45	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	134,520.00	137,509.33	140,498.67	143,488.00	146,477.33	149,466.67	152,456.00	38,879.23
Lot 46	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	137,509.33	140,498.67	143,488.00	146,477.33	149,466.67	152,456.00	155,445.33	38,879.23
Lot 47	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	140,498.67	143,488.00	146,477.33	149,466.67	152,456.00	155,445.33	158,434.67	38,879.23
Lot 48	Block 2	155,000	11.50%	188.709	3,381.56	26.74	356.50	2,989.33	2,989.33	143,488.00	146,477.33	149,466.67	152,456.00	155,445.33	158,434.67	161,424.00	38,879.23

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), entered into this 5th day of June, 2017, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation, (the “City”), and **VOLZ BUILDERS, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (the “Developer”).

RECITALS

- A. **WHEREAS**, the City and the Developer (the “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of multi-family residential development to be known as “Wagon Wheel II” (the “Development”); and,
- B. **WHEREAS**, the Developer is the titled owner of real property located within the boundaries of the City and described in *Exhibit A*, attached hereto and incorporated herein by reference (the “Property”); and,
- C. **WHEREAS**, the Developer desires to develop the Property by construction of multi-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, the City has determined that the construction of the Development will foster the economic development of the 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 1

DEFINITIONS

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

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

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

“Concept Site Plan” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to the City, attached hereto as *Exhibit C* 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 Volz Builders, 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 this reference.

“Development Project” means construction of not less than sixty (60) quality residences in the Development Area in accordance with the Concept Site Plan.

“External Infrastructure Improvements” means the extension of sanitary sewer or water to the Development Area and the extension of the City water from the present location to the Development Area.

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

“Internal Infrastructure Improvements” means the water, sanitary sewer, electric, 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/her 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 the 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 External and 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 the Developer can occupy or utilize the Work for its intended purpose.

“Unit” means each individual single-family residence in the 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 not less than sixty (60) single-family residential structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

- 2.1 Preliminary Resolution.** The Governing Body has heretofore adopted Resolution No. 2017-07 (the “Resolution”) on March 6, 2017, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish Rural Housing Incentive Districts within the City, which would include the Property.
- 2.2 Department of Commerce Finding.** Pursuant to the Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same, along with the Resolution, to the Kansas Secretary of Commerce. On April 13, 2017, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City’s ability to establish a Rural Housing Incentive District.
- 2.3 Further Proceedings Regarding Special Assessments.** Developer has petitioned the City for special assessment financing for infrastructure improvements as reflected in *Exhibit D*. Said special assessment charges will be eligible costs to be paid by Rural Housing Incentive District incremental proceeds.
- 2.4 Further Proceedings Regarding the Rural Housing Incentive District Act.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an Ordinance approving the Development Plan, this Agreement, establish a Rural Housing Incentive District that includes the Property and adopt a Resolution establishing a benefit district for the financing of certain internal improvements within 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.** The Developer shall commence construction of the Development Project and Public Improvements within the Development Area, not more than sixty (60) days after the Rural Housing Incentive District ordinance is passed by the Governing Body. The 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 the 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. The Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. The Developer, in coordination with the City and at the cost of the City, has had prepared a Concept Site Plan and the same is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, the 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 the Developer to enhance the economic viability of the Development Project provided, however, that the 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 the City.

3.4 Construction Public Improvements. The Developer and the City shall be financially responsible for the Public Improvements as delineated on *Exhibit D*. The Developer shall allow the City to contract with and direct the work of an agreed upon contractor to construct portions of the Public Improvements. The Developer and the City shall assure that their respective Public Improvements are completed in a good and workmanlike manner in accordance with the Plans and Specifications approved by the City consistent with the construction of the Development Project so that the Substantial Completion of the Public Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

- a **Acquisition of Easements, Permits.** The Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the External or Internal Infrastructure Improvements and the City will cooperate with the 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. The City shall cooperate with the Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

- b **Construction Contracts; Insurance.** Each party may enter into one or more construction contracts to complete the Work for the Public Improvements. Prior to the commencement of construction of the Public Improvements, each Party 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 the City. Each Party shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Public Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If the Developer serves as general contractor for the Internal Infrastructure Improvements, the Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

- c **Certification of Substantial Completion.** Promptly after Substantial Completion of the Work with respect to the Public Improvements, or a phase thereof, in accordance with the provisions of this Agreement, the Developer will furnish to the City a Certificate of Substantial Completion in the form attached hereto as *Exhibit E*. The 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 the City unless, prior to the end of such thirty (30) day period after delivery to the City of each Certificate of Substantial Completion, the City furnishes to the 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 Public Improvements, the Developer will dedicate to the City, and the City will accept, title to the Internal Infrastructure Improvements designated on *Exhibit D*. Following said dedication, the 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 the City. Notwithstanding the foregoing, the 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*. The 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*. 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.

- a Funds from the Assessment Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:
 - i The Developer shall be responsible for and shall upon request reimburse the 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 the Developer within thirty (30) days of receipt from the City of written request for payment accompanied by documentation of such advance payments;
 - ii The 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 the Developer for payments made by the Developer pursuant to paragraph (1) above to reimburse the City for advance payments made by the City, and/or to reimburse the Developer for other eligible Internal Infrastructure Improvement costs incurred by the Developer and not paid from the Bond proceeds.
 - iii Once all Bond obligations have been fully paid and all reimbursable costs to the 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 K.S.A. 12-5250(b)(2)(B).
- b Payments due to the Developer, if any, shall be made within thirty (30) days following the annual Bond Payment by the City beginning in 2017 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 the 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 the 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). The 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, the City may terminate this Agreement at any time if the 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 the City of such default or breach.

5.2 Developer's Right to Terminate. In addition to all other rights of termination as provided herein, the Developer may terminate this Agreement at any time if the 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 the 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 the 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 the City.
- c Until Substantial Completion of the Development Project has occurred, the obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by the 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, the Developer may be permitted to subcontract the construction of any portion of the Development Project except for Public Improvements without the consent of City as long as the Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in this 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 the Developer to assign the Developer's rights, duties and obligations under this Agreement to a Related Party; or (c) the right of the 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 the 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 the Developer's and the 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, 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 the City nor the 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 the Developer, and further provided that the Developer notifies the 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,

a In the case of the Developer, to:

Volz Builders, LLC
11170 Kliesen
Dodge City, KS 67801
Attention: Tim Volz
Phone: (620) 225-3127

b In the case of the 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 the City's government who has any power of review or approval of any of the Developer's undertakings, or of the 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. The City represents to the Developer that no such conflicts of interest exist as of the date hereof.

5.8 Insurance; Damage or Destruction of Development Projects.

- a The 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 the City, shall furnish the 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 the City shall be protected in accordance with a clause in form and content satisfactory to the 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 the 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 thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

5.9 Inspection. The Developer shall allow authorized representatives of the 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 the City, prior to the completion of the Work for reasonable inspection thereof. The Developer shall also allow the 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 the City determines is reasonable and necessary to verify the 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 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 the City shall be personally liable to the 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 the 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, the Developer may, at the Developer's option but only with the City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which the Developer has assumed the defense) with counsel of the 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 the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the 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 shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16(g)* of this Agreement.
- a Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall

not be liable to the 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.

- b The Developer releases from, agrees to indemnify and hold harmless the City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that the 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 attorney fees, except for those matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.
- c The 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 the 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 the City and its Governing Body members, officers, agents, servants and employees.
- d All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.
- e No official, employee or representative of the City shall be personally liable to the Developer in the event of a default or breach by any Party to this Agreement.
- f The Developer releases from and covenants and agrees that the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the 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 the Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance

by the 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 the 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 the City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by the City following termination of this Agreement as the Development Project or portion thereof.

- g Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in this Section, the Developer shall have no obligation to indemnify the 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 the Developer shall hereby be released for any and all claims otherwise referenced in this Section 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 the City for all legal and professional costs, fees and expenses incurred by the 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 the 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. The 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 the City, enforceable in accordance with its terms.

6.2 Representations of Developer. The 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 the Developer, enforceable in accordance with its terms.

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

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

Dated: June 5, 2017

ATTEST: (SEAL)

Nannette Pogue, City Clerk

VOLZ BUILDERS, LLC

By: _____
Tim Volz

Dated: June 5, 2017

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

- | | |
|-----------|---|
| Exhibit A | Property Description |
| Exhibit B | Map of Rural Housing Improvement District Boundaries for Wagon Wheel II Development Project |
| Exhibit C | Wagon Wheel II Site Development Plan |
| Exhibit D | Eligible Costs for Wagon Wheel II Development Project |
| Exhibit E | Certification of Substantial Completion Form |

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in the Southwest Quarter of Section 13, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at the Northeast Corner of Lot 9, Wagon Wheel Addition, City of Dodge City, Ford County, Kansas; thence

N00°28'57"W 551.22 feet to a point on the South Line of Kliesen Hills Addition, City of Dodge City, Ford County, Kansas; thence

S89°41'14"E 853.00 feet along the South Line of the said Kliesen Hills Addition and the South Line of Kliesen Subdivision, City of Dodge City, Ford County, Kansas; thence

S00°28'58"E 1194.15 feet; thence

N89°43'15"W 853.00 feet to the Southeast Corner of Lot 4, Wagon Wheel Addition, City of Dodge City, Ford County, Ks; thence

N00°28'57"W 643.43 feet to the point of beginning, containing 23.4 acres.

Subject to easements and restrictions of record.

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR WAGON WHEEL II DEVELOPMENT PROJECT**



EXHIBIT C

WAGON WHEEL II SITE DEVELOPMENT PLAN

EXHIBIT D

**ELIGIBLE COSTS FOR
WAGON WHEEL II DEVELOPMENT PROJECT**

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Volz Builders, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of April 17, 2017 by and among the City of Dodge City, Kansas, and the Developer (the “Development Agreement), hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

1. The Work with respect to the Internal Infrastructure Improvements in the 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 (4) 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: _____

VOLZ BUILDERS, LLC

By: _____

Name: Tim Voltz

Title:

PROCLAMATION

WHEREAS, the year 2017 is the 100th anniversary of city management in Kansas; and

WHEREAS, on February 17, 1917, Kansas Governor Arthur Capper signed the bill authorizing adoption of the city manager form of government by Kansas cities; and

WHEREAS, on March 9, 1917, electors in Wichita and El Dorado voted to adopt the city manager form and respectively installed their first city managers on June 18 and July 1, 1917; and

WHEREAS, today the city or county manager form of government has been adopted by voters in 73 Kansas cities and two counties and serves 24 percent of the state's municipal population; and

WHEREAS, in addition to the city manager form of government, cities in Kansas have an additional 97 cities and 20 counties with professional administrators serving over 67 percent of the State's municipal population; and

WHEREAS, the Kansas Association of City/County Management is the professional association representing more than 192 local government administrators who serve Kansas cities and counties and who promote strengthening the quality of local government through professional management; and

WHEREAS, the School of Public Affairs and Administration at the University of Kansas, the Hugo Wall School of Public Affairs at Wichita State University, and the Master of Public Administration program at Kansas State University prepare graduate students to work as professional city managers, city administrators, county managers and county administrators.

NOW, THEREFORE, by virtue of the authority vested in me as Mayor of the City of Dodge City, do hereby proclaim June 18, 2017 as the

100th ANNIVERSARY OF CITY MANAGEMENT IN KANSAS

day in Dodge City, as evidence of our admiration for professional city managers, city administrators, county managers, and county administrators and in expression of our very best wishes for their continued success.

Rick Sowers, Mayor

Nannette Pogue, City Clerk

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, May 15, 2017

5:30 p.m.

CALL TO ORDER: Mayor Rick Sowers, Commissioners Brian Delzeit, Joyce Warshaw, Kent Smoll and Jan Scoggins

EXECUTIVE SESSION

Commissioner Brian Delzeit moved to recess into executive session pursuant to the “personnel matters of non-elected personnel” exception found in K.S.A. 75-4319(b)(1). The justification for closing the meeting is to protect the privacies of the individuals to be discussed. The executive session will include the City Manager, and the Finance Director. The open meeting will resume in the City Commission Chamber in 35 minutes at 6:05 p.m. The Commission will not take action upon returning to open session. Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

The regular meeting reconvened at 6:05.

Discussion of Honey Bees inside City Limits. Nathan Littrell, Planning and Zoning Coordinator presented information that he had researched from other cities. The City Commission was in favor of looking into allowing beekeeping in the city limits further. Nathan will bring back an ordinance to the City Commission.

Discussion of Pen Air. Corey Keller, Public Works Superintendent reported on the City’s air carrier, Pen Air.

ADJOURNMENT – Joyce Warshaw moved to adjourn the meeting, Kent Smoll seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

May 15, 2017

Monday, 7:00 p.m.

MEETING #5067

CALL TO ORDER

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

INVOCATION by Virgil Winkler of Jail Ministry

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

The Salvation Army Week Proclamation was presented by Lt. Enrique. Lt. Enrique gave the background on the Salvation Army Week. There will be an Open House at 1100 Avenue E on Wednesday from 8:00 a.m. to 10:00 a.m. Mayor Rick Sowers proclaimed May 15 – 21 as Salvation Army Week in Dodge City, KS.

The National Public Works Week Proclamation was presented by Corey Keller, Public Works Superintendent. Corey publicly thanked all of the Public Works employees including all of the Park and Buildings and Grounds employees for all of their hard work and dedication to the citizens of Dodge City. He invited all of the Commissioners to a lunch on May 25 from 11:30 – 1:00 at Mariah Hills Club House.

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

CONSENT CALENDAR

1. Approval of City Work Session Minutes, May 1, 2017;
2. Approval of City Commission Meeting Minutes, May 1, 2017;
3. Joint City/County Commission Meeting Minutes, May 8, 2017;
4. Appropriation Ordinance No. 10, May 15, 2017;
5. Approval of Agreement with Pinegar & Smith;
6. Approval of Disadvantage Business Enterprise Program (DBE) for airport projects.

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

ORDINANCES & RESOLUTIONS

The Director of Finance reported that pursuant to the Notice of Bond Sale heretofore duly given, bids for the purchase of General Obligation bonds, Series 2017-A, dated June 1, 2017 of the City had been received. Pursuant to the authority granted by Resolution No. 2017-13 and the Notice of Bond Sale, the Director of Finance found and determined that the bid of COMMERCE BANK, KANSAS CITY, MISSOURI, was the best bid for the Bonds, and awarded the sale of the bonds to the best bidder.

Ordinance No. 3657: An Ordinance Authorizing and Providing for the Issuance of General Obligation Bonds, Series 2017-A, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax for the Purpose of Paying the Principal of and Interest on said Bonds as They Become Due; Authorizing Certain Other Documents and Actions in Connection Therewith; and Making Certain Covenants with Respect Thereto.

Resolution No. 2017-18: A Resolution Prescribing the Form and Details of and Authorizing and Directing the Sale and Delivery of General Obligation Bonds, Series 2017-A, of the City of Dodge City, Kansas, Previously Authorized by Ordinance No. 3657 of the Issuer; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith.

Thereupon, Commissioner Brian Delzeit moved that: (a) the award of the sale of the bonds to the best bidder by the Director of Finance be ratified; (b) the Ordinance be passed; and (c) the Resolution be adopted. The motion was seconded by Commissioner Jan Scoggins. Said motion was carried by a unanimous vote.

Resolution No. 2017-19: A Resolution of the Governing Body of the City of Dodge City, Kansas Giving Notice of a Public Hearing on the Advisability of Creating a Community Improvement District was approved on a motion by Commissioner Kent Smoll. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Joyce Warshaw moved to approve the bid from Malm Construction Co. in the amount of \$222,833.78 for the rough grading of 6th Avenue from Ross Blvd. to the City Limits. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Cherise Tieben City Manager

- She has no plans yet to return to Kansas City this week, so will be in the office all week.

- Pizza Hut had a fundraiser for the fireworks last week which was very successful and raised \$990 for fireworks.
- She has had a request for No Smoking at outdoor facilities and wants the Commissions thoughts on the subject.
- At the next meeting there will be a public hearing for the STAR Bond project. There will also be several other public hearings as well.
- There has been some reports of possible scamming going on in the community regarding roofers. Please be aware and call the Inspection Department to make sure any contractor that you hire is licensed.
- Reminded the Commission that there will be a retirement reception for Alan Cunningham on May 18 at 4 – 6:30 at the Learning Center.

Kent Smoll

- He provided the Welcome for the KDOT District 1 meeting held in Dodge City. It was well attended and was able to meet and talk with the Secretary of Transportation
- Shop local and shop often.
- Please send any fireworks donations to City Hall. It is the largest fireworks show provided for the community in this area.

Jan Scoggins

- Wanted to acknowledge two groups that don't often get acknowledged. The first group is Animal Control. They are very responsive and do a great job in the community. The 2nd group is Dr. Richard and Peggy Stein who started the Pop Art Program. She wanted to publicly thank both of those groups.

Joyce Warshaw

- Reminded everyone that May 24 is the last day of school in Dodge City.
- There will be an open house at the Salvation Army on May 17.
- Thanked all of the Public Works employees

Commissioner Kent Smoll moved to recess into executive session pursuant to the “preliminary discussion prior to acquisition of real estate” exception found in K.S.A. 75-4319(b)(6). The justification for closing the meeting is to protect the privacy of the real estate to be discussed. The executive session will include the City Manager, and the Finance Director. The open meeting will resume in the City Commission Chamber in 20 minutes at 8:05 p.m. The Commission will not take action upon returning to open session and prior to adjournment. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

At 8:05 Commissioner Joyce Warshaw moved to extend the Executive Session by 5 minutes to 8:10.

At 8:10 the regular session reconvened

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

ATTEST:

Mayor

City Clerk, Nannette Pogue

SPECIAL CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Tuesday, May 30, 2017

8:00 a.m.

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Brian Delzeit, and Kent Smoll. Joyce Warshaw and Jan Scoggins were reported absent.

NEW BUSINESS

Commissioner Kent Smoll moved to approve the Interconnect, Operating and Reimbursement Agreement with Northern National Gas Contract for the Bio Gas Project. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 3-0.

Mayor

ATTEST:

City Clerk, Nannette Pogue

Liquor License
71847 104-6280

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES \$225.00

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

Return to Kami

City or County of 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 checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name of Corporation <u>High Plains Pizza, Inc.</u>		Principal Place of Business <u>High Plains Pizza, INC.</u>	
Corporation Street Address <u>7 W. Parkway Blvd.</u>		Corporation City <u>Liberal</u>	State <u>Ks</u> Zip Code <u>67901</u>
Date of Incorporation <u>09-01-1966</u>		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name		Phone No. <u>620-624-5638</u>	
Residence Street Address		City	State Zip Code

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Pizza Hut # 104</u>		Name <u>High Plains Pizza, INC.</u>	
Business Location Address <u>110 Frontview</u>		Address <u>PO Box 2438</u>	
City <u>Dodge City</u> State <u>Ks</u> Zip <u>67801</u>	City <u>Liberal</u> State <u>Ks</u> Zip <u>67905</u>	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.	
Business Phone No. <u>620-225-2286</u>		Business Location Owner Name(s)	

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 <u>See Attached</u>		Position		Date of Birth
Residence Street Address		City	State	Zip Code
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 _____

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

SECTION 2 – APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): <u>004-K09493341F-07</u>			
Name <u>Maria C Medrano Gutierrez</u>	Phone No. <u>(620) 390 8650</u>	Date of Birth <u>4-27-63</u>	
Residence Street Address <u>1310 Ave Gen Apt. 1</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>	
Applicant Spousal Information			
Spouse Name	Phone No.	Date of Birth	
Residence Street Address	City	Zip Code	

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Rodas Barand Grill</u>	Name <u>Maria C Medrano Gutierrez</u>	Address <u>1310 Central Avenue Apt 1</u>	
Business Location Address <u>102 W. Wyatt Earp Blvd</u>	City <u>Dodge City KS</u>	State <u>KS</u>	Zip <u>67801</u>
City <u>Dodge City KS</u>	State <u>KS</u>	Zip <u>67801</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 Phone No. <u>(620) 801 5205</u>	Business Location Owner Name(s)		

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>8</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 type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of City of 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):			
Name of Corporation Love's Travel Stops & Country Stores, Inc.		Principal Place of Business	
Corporation Street Address 10601 North Pennsylvania Avenue		Corporation City Oklahoma City	State OK
		Zip Code 73120-4108	
Date of Incorporation December 29, 1986		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Resident Agent Name CT Corporation		Phone No. (785) 233-0593	
Residence Street Address 515 S. Kansas Avenue		City Topeka	State KS
		Zip Code 66603	

SECTION 3 – LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Love's Travel Stop #62		Name Love's Travel Stops & Country Stores, Inc.	
Business Location Address 400 E. Wyatt Earp		Address Attn: Store Licensing, P.O. Box 26210	
City Dodge City	State KS	City Oklahoma City	State OK
Zip 67801		Zip 73126-0210	
Business Phone No. (405) 463-8891		<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) Love's Travel Stops & Country Stores, Inc.			

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 Thomas Eugene Love		Position Executive Chairman	
Residence Street Address 6824 N.W. Grand Blvd.		City Oklahoma City	State OK
		Zip Code 73116-5415	Date of Birth 10/10/1937
Spouse Name		Position	
Residence Street Address		City	State
		Zip Code	
Name Gregory Michael Love		Position Co-CEO	
Residence Street Address 7201 Nichols Road		City Oklahoma City	State OK
		Zip Code 73120-1223	Date of Birth 10/08/1961
Spouse Name		Age	
Residence Street Address		City	State
		Zip Code	
Name Judith McCarthy Love		Position Secretary	
Residence Street Address 6824 N.W. Grand Blvd.		City Oklahoma City	State OK
		Zip Code 73116-5415	Date of Birth 06/17/1937
Spouse Name		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

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 checked="" type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensee's premises.

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>45-2403005</u>		
Name <u>Catherine L Byron Rincon</u>	Phone No. <u>620-255-3499</u>	Date of Birth <u>6-22-78</u>
Residence Street Address <u>1815 Burr Plung</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Byron Rincon</u>	Phone No. <u>620-255-1108</u>	Date of Birth <u>10-20-78</u>
Residence Street Address <u>1815 Burr Plung</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>Ei charro of DC LLC</u>	Name
Business Location Address <u>1209 W. Wyatt Exp D.C. KS 67801</u>	Address
City <u>620-225-0371</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>Catherine Rincon</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)	

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>38</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

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: 2017 05 24

*Subject: Fire Station 1 Roof: Change Order
Agenda Item: Consent Calendar*

Recommendation: Staff recommends accepting the proposal from Diamond Roofing for the repair for Fire Station 1's roof as part of the roof as part of the repairs authorized by the Commission in late 2016. Fire Station 1's roof was leaking before the storm and needs replaced. This change order adds \$27,700 to the total, increasing the total to \$274,450. The insurance money will pay for the roof.

Background: In September 2016, the City Commission approved roofing repairs by Diamond Roofing. This was for all the buildings damaged by the hail storm from May of 2016. As part of that project, Diamond was had been awarded \$246,750 for the project.

Justification: The roof was in pretty bad shape before the hail storm. Fire Station 1 has experienced leaks off and on for a few years.

Financial Considerations:

See above.

Attachments: Proposal from Diamond.

Diamond Roofing
PO Box 37
Dodge City, KS 67801
Phone: 620-225-2622

May 18, 2017



Change Order Request

Owner: City of Dodge City
PO Box 880
Dodge City, KS 67801

Project: City of Dodge City Hail Claims
Purchase Order: 3247

Original Contract Sum:	\$246,750.00
CO #1: Delete Repairs to Fire Station #2	\$ <200.00>
CO #2: Install new roof at Fire Station #1	\$ 27,900.00

New Contract Total: **\$274,450.00**

Approved by: City of Dodge City

Submitted by: Diamond Roofing

Signed: _____

Signed: _____

Date: _____

Date: _____

Southwest Kansas Region:

100 McArtor Road, P.O. Box 37
Dodge City, KS 67801

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:

2720 Amherst Avenue
Manhattan, KS 66502

Phone: 785-537-8008 | Fax: 785-537-9899



May 10, 2017

City of Dodge City
C/O Ryan Reid
P.O. Box 880
Dodge City Kansas 67801

RE: Complete Roof Area Replacement - Firestation #1

We hereby submit to provide material, labor, tools and equipment to repair roofing and sheet metal per the following scope of work:

- Remove existing asphalt shingles down to wood deck
- Inspect and replace any damaged decking at \$4.00 s.f.
- Install new underlayment
- Install new style metal edge
- Install new 30 year roof system – Rustic Cedar
- Install new cap nails
- Install coil nails
- Install neva caulk pipe flashings
- Install new flue cap
- Provide owner with 2 year workmanship warranty

Total: \$27,900.00

**Shawn Mead
Vice President of Diamond Roofing**

Should you have any questions regarding the above scope of work or exclusions herein, I am available at your convenience to discuss at (620) 225-2622, or via email at shawn@diamond-roofing.com. Thank you for your consideration of Diamond Roofing.

Shawn Mead Vice President _____
Diamond Roofing Authorized Signature

To indicate acceptance of this proposal please sign and date below:

Accepted by: _____ **Date:** _____

This proposal is based upon the most recent edition of the Standard AIA Contract Document, which terms and conditions shall take precedence over any conflicting or inconsistent terms in contract/subcontract agreement.

Southwest Kansas Region:
100 McArtor Road, P.O. Box 37
Dodge City, KS 67801

Phone: 620-225-2622 | Fax: 620-225-6862

Flint Hills Region:
2720 Amherst Avenue
Manhattan, KS 66502

Phone: 785-537-8008 | Fax: 785-537-9899



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, Parks & Recreation Director 

Date: June 1, 2017

Subject: Long Branch Lagoon temporary alcohol permit

Agenda Item: Consent Calendar

RECOMMENDATION: Staff recommends authorizing sale and consumption of alcoholic beverages at Long Branch Lagoon on Friday June 16th and Saturday July 1st for concert events promoted by Leisure Hotels. Also included in this recommendation is notification that events utilizing loudspeakers will be authorized at Long Branch Lagoon on those dates from 8 pm to 11:45pm.

BACKGROUND: Leisure Hotels is promoting two concert events at Long Branch Lagoon this summer and has requested authorization to sell beer and liquor beverages for both concerts.

The concerts will be night time events after normal operating hours and are targeted towards adult audiences. The facility is being made available to Leisure for these ticketed events and the water park operator will be responsible for providing guard staff in the facility plus additional uniformed security as planned and approved by all parties. Leisure is responsible for reimbursing the cost of the additional security required.

JUSTIFICATION: This type of activity was anticipated with the Heritage STAR bond project and the related developments completed by Leisure and the City. Plans for Long Branch Lagoon included a shelter structure that could be used for concerts and public events along with pool parties, rentals and other activities. The two concert events represent a beginning for similar events that can drive tourism into the downtown area and grow the vision that was anticipated with the Heritage project.

FINANCIAL CONSIDERATIONS: The City will receive a percentage of the revenue generated off of concession sales, not including beer and alcohol.

PURPOSE/MISSION: This recommendation is consistent with the City's Core Value of working together to make Dodge City the best place to be. Working with multiple partners, a unique

entertainment option is being made available that can attract people into the community and continue to build our tourism economy.

LEGAL CONSIDERATIONS: City Code Chapter 3-102 (d) allows for the sale and consumption of cereal malt beverages and alcoholic liquor on city property when approved by Motion of the City Commission. Leisure is licensed to provide these services through their Catering License.

ATTACHMENTS: Park Use Requests

Park Events Checklist

Name of event: Casey Donahew Concert Contact Name: Rhonda Martin - Leisure Hotel

Email: rhonda.martin@leisurehotel.com Home #: (913) 220-2652 Cell #: _____

Event Date: 6/16/17 Time Begins: 7:30 pm Ends: 11:30pm

Park Closing: Park area or areas requested for event:

Wright Park:

- | | |
|--|---|
| <input type="checkbox"/> Hoover green | <input type="checkbox"/> Band shell zone |
| <input type="checkbox"/> Playground/Zoo area | <input type="checkbox"/> Second Ave. zone |
| <input type="checkbox"/> Sand VB/West zone | |
| <input type="checkbox"/> All | |

Other Park/Location: Long Branch Lagoon Water Park

- Will park gates need to be closed for event? Yes ____ No X

If park gates are to be closed, event is required to provide staffing to man 4th Street entrance to manage handicap parking and control vendor and authorized vehicle access.

- Time gates closed: _____ Gates re-opened: _____
- Will Barricades be needed for event, if so where will they be located?

Security:

- Will there be security provided for event? Yes - By agreement w/ StandGuard
- Will fencing need to be setup for event, if so where will it need to be located?
Control fencing for VIP area at stage
- Will there be vendors at the event? Alcohol sold by Leisure

Additional Services Required:

- Please indicate what additional services will be required for your event. Charges may be applied for certain services.

<input type="checkbox"/> Water	<input type="checkbox"/> Picnic Tables: # _____
<input type="checkbox"/> Power	<input type="checkbox"/> Folding Tables – 8': # _____
<input type="checkbox"/> Extra trash receptacles # <u>As needed</u>	<input checked="" type="checkbox"/> Folding Chairs: # <u>50-100</u>
<input type="checkbox"/> Personnel required for event administration/custodial care? _____	

Signature and acknowledgement: _____

Approved by Park Administration: 

Park Events Checklist

Name of event: locash Concert Contact Name: Rhonda Martin - Leisure Hotel

Email: rhonda.martin@leisurehotel.com Home #: (913) 220-2652 Cell #: _____

Event Date: 7/1/17 Time Begins: 7:30 pm Ends: 11:30pm

Park Closing: Park area or areas requested for event:

Wright Park:

- | | |
|--|---|
| <input type="checkbox"/> Hoover green | <input type="checkbox"/> Band shell zone |
| <input type="checkbox"/> Playground/Zoo area | <input type="checkbox"/> Second Ave. zone |
| <input type="checkbox"/> Sand VB/West zone | |
| <input type="checkbox"/> All | |

Other Park/Location: Long Branch Lagoon Water Park

- Will park gates need to be closed for event? Yes ____ No X

If park gates are to be closed, event is required to provide staffing to man 4th Street entrance to manage handicap parking and control vendor and authorized vehicle access.

- Time gates closed: _____ Gates re-opened: _____
- Will Barricades be needed for event, if so where will they be located?

Security:

- Will there be security provided for event? Yes - By agreement w/ StandGuard
- Will fencing need to be setup for event, if so where will it need to be located?
Control fencing for VIP area at stage
- Will there be vendors at the event? Alcohol sold by Leisure

Additional Services Required:

- Please indicate what additional services will be required for your event. Charges may be applied for certain services.

- | | |
|--|---|
| <input type="checkbox"/> Water | <input type="checkbox"/> Picnic Tables: # _____ |
| <input type="checkbox"/> Power | <input type="checkbox"/> Folding Tables – 8': # _____ |
| <input checked="" type="checkbox"/> Extra trash receptacles # <u>As needed</u> | <input checked="" type="checkbox"/> Folding Chairs: # <u>50-100</u> |
| <input type="checkbox"/> Personnel required for event administration/custodial care? _____ | |

Signature and acknowledgement: _____

Approved by Park Administration: 

Memorandum

*To: City Manager
City Commissioners*

From: Nathan Littrell

Date: June 5, 2017

*Subject: Vacation of Right-of-Way
Ordinance No. 3658*

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of this vacation ordinance, contingent upon easement acquisition.

Background: The applicant, U.S.D. 443, requested the vacation of Alley Right-Of-Way South of Division St. to allow for expansion of their facilities and parking lot. The applicant owns the properties on both sides of the existing Right-Of-Way.

Justification: All of the utility companies have been notified and they have no objection to this Right-Of-Way being vacated. There are utilities located in the Right-Of-Way and the utility companies have requested utility easements for them.

Financial Considerations: None

Purpose/Mission:

Legal Considerations: None

Attachments: Petition, Vacation Ordinances and Map

ORDINANCE NO. 3658

AN ORDINANCE VACATING ALLEY RIGHT-OF-WAY SOUTH OF DIVISION STREET,
BETWEEN CENTRAL AVENUE AND AVENUE A.

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

SECTION 1: The following described property in Dodge City, Ford County, Kansas is hereby vacated: Alley Right-Of-Way, between Central Ave. and Ave. A., beginning at the Northeast Corner of Lot 4 in Block 57, Original Town of Dodge City, Ford County, Kansas; Thence South along the West line of said 15 foot alley, 100.00 feet to the Southeast Corner of Lot 3, said Block 57; Thence East 15.00 feet to the Southwest Corner of Lot 8 in said Block 57; Thence North along the East line of said 15 foot alley, 100 feet to the Northwest Corner of Lot 7 in said Block 57; Thence West 15.00 feet to the Point of Beginning, containing 1500.35 square feet. Vacation of this Right-Of-Way is subject to utility easements being finalized.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

SECTION 4: This ordinance shall take effect, from and following its publication in the official paper, as provided by law.

SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION,
AND APPROVED BY THE MAYOR, THIS FIFTH DAY OF JUNE, 2017.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Before the Commission of The City of Dodge City, Kansas

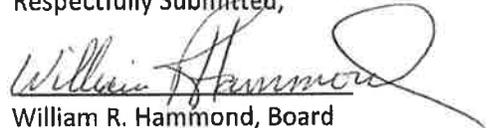
In the Matter of the
Application for the
Vacation of Platted Right-Of-Way.

Requested for Vacation of a Platted Right-Of-Way.

Come now Unified School District No. 443, owner of a tract more fully Block 57, Original Town, and Block 2, Shinn's Addition, Dodge City, Kansas, and pursuant to the provisions of K.S.A. 12-

504 requests that the City proceed, pursuant to the provisions of said statute, to cause a vacation of a platted 15 foot wide alley, described as follows: **Beginning** at the Northeast Corner of Lot 4 in Block 57, Original Town of Dodge City, Ford County, Kansas; Thence South along the West line of said 15 foot alley, 100.00 feet to the Southwest Corner of Lot 3, said Block 57; Thence East 15.00 feet to the Southeast Corner of Lot 8 in said Block 57; Thence North along the East line of said 15 foot alley, 100 feet to the Northeast Corner of Lot 7 in said Block 57; Thence West 15.00 feet to the Point of Beginning, containing 1500.35 square feet (0.034 acres). The vacation of such portion of the platted Right-Of-Way is necessary for the petitioner to allow development in the area.

Respectfully Submitted,


William R. Hammond, Board
Clerk, USD 443, Petitioner

4-24-2017

Date



Division St.

Central Ave.

Previously Vacated

Proposed Vacation

Ave. A

Elm St.



Memorandum

*To: City Manager
City Commissioners*

From: Nathan Littrell

Date: June 5, 2017

*Subject: Vacation of Right-of-Way
Ordinance No. 3659*

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of this vacation ordinance, contingent upon new easement acquisition.

Background: The applicant, Interfaith Housing, Inc., requested the vacation of a portion of utility easement to allow for the construction of a 12 unit apartment complex that is part of a larger multi-family residential development.

Justification: All of the utility companies have been notified and they have no objection to this easement being vacated. There are utilities located in the easement and a new utility easement will need to be finalized for them to be relocated.

Financial Considerations: None

Purpose/Mission:

Legal Considerations: None

Attachments: Petition, Vacation Ordinances and Map

ORDINANCE NO. 3659

AN ORDINANCE VACATING A PORTION OF UTILITY EASEMENT LOCATED ON BLOCK 7 OF CORRECTION MAP REPLAT OF A PORTION OF HAGGARDS ADDITION.

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

SECTION 1: A utility easement being part of Lots 6, 7, & 8, Block 7 Correction Map Final Plat Replat of a Portion of Haggards Addition, City of Dodge City, Ford County, Kansas is hereby vacated: Beginning at the Southwest corner of said Lot 6; Thence North 06°27'59" East along the West Boundary line of said Lot 6 for a distance of 7.53 feet; Thence South 88°55'35" East on a line parallel to the South Line of said Lots 6 & 7 for a distance of 131.83 feet; Thence South 01°22'47" West for a distance of 32.95 feet; Thence North 88°53'11" West for a distance of 7.50 feet to a point on the westernmost boundary line of said Lot 8; Thence North 01°22'47" East along said westernmost line for a distance of 25.45 feet to a point on the South boundary line of said Lot 7; Thence North 88°55'35" West along said South line and continuing onto the South line of said Lot 6 for a distance of 125.00 feet to the Point-Of-Beginning. Said easement contains 1,182 square feet or 0.027 Acres. Vacation of this easement is subject to a new utility easement being finalized.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

SECTION 4: This ordinance shall take effect, from and following its publication in the official paper, as provided by law.

SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION, AND APPROVED BY THE MAYOR, THIS FIFTH DAY OF JUNE, 2017.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Before the Commission of the City of Dodge City, Kansas

In the Matter of the
Application for the
Vacation of a Platted Easement

Requested for Vacation of a Platted Easement.

Come now Interfaith Housing, owner of a tracts more fully Lots 4-8 of Haggards
Addition replat _____,

Addition **1009 E. Brier** (numeric address), Dodge City, Kansas, and pursuant to the provisions of
K.S.A. 12-504 requests that the City proceed, pursuant to the provisions of said statute, to
cause a vacation of the As the attached survey and site plan show, we would like to
build a 12 unit apartment building where a current utility easement exists. We'd like to pay
to move said utilities and dedicate the newly formed easement to the City.

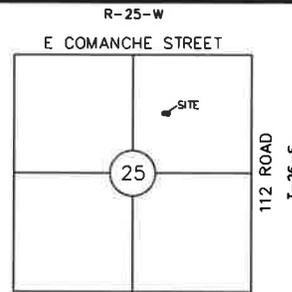
The vacation of such portion of the platted easement is necessary for the petitioner to build an
apartment complex.

Respectfully Submitted,
Clint E. Nelson
Interfaith Housing Services, Inc.

 4-25-2017
Date Signature

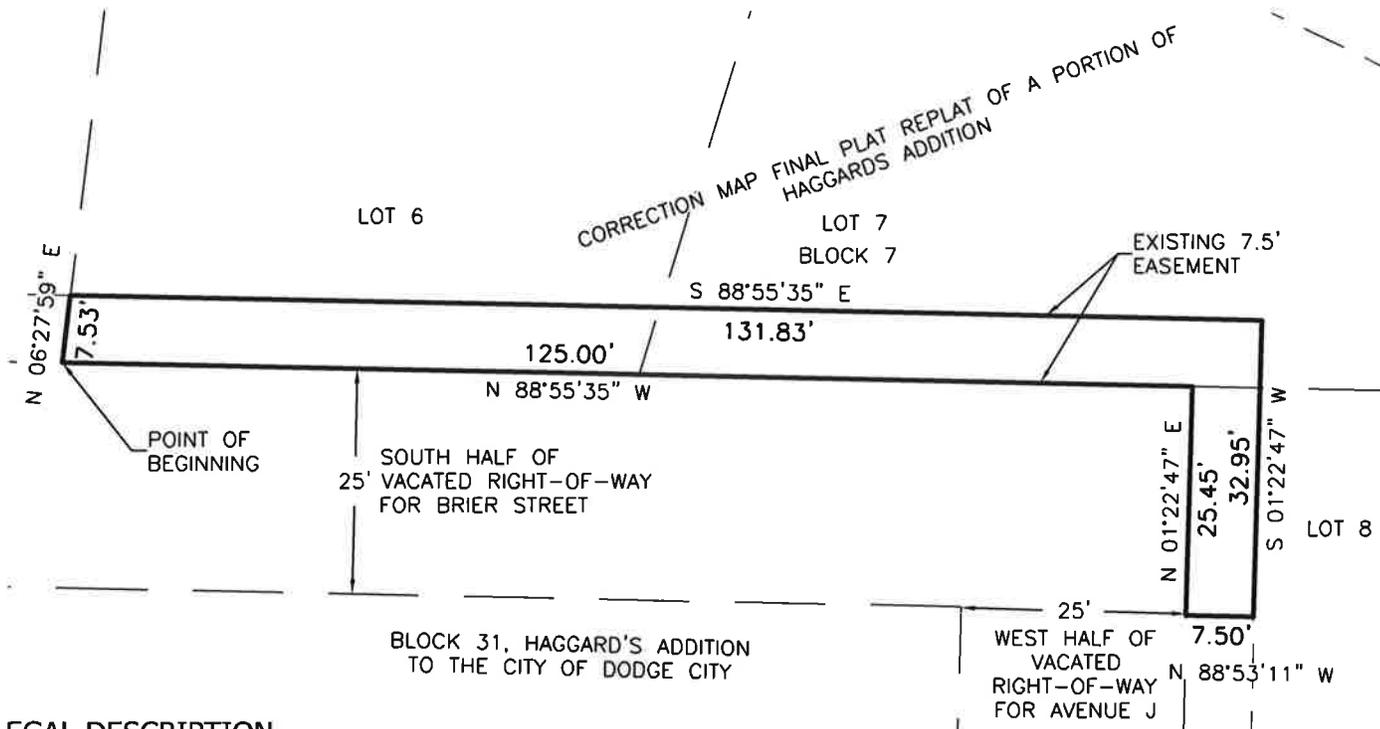
RELEASE OF EASEMENT

A PART OF LOTS 6, 7, & 8, BLOCK 7
CORRECTION MAP FINAL PLAT REPLAT
OF A PORTION OF HAGGARD'S ADDITION
CITY OF DODGE CITY, FORD COUNTY, STATE OF KANSAS



VICINITY MAP

1" = 20'



LEGAL DESCRIPTION

A TRACT OF LAND BEING A PART OF LOTS 6, 7, & 8, BLOCK 7, CORRECTION MAP FINAL PLAT REPLAT OF A PORTION OF HAGGARDS ADDITION, CITY OF DODGE CITY, FORD COUNTY, STATE OF KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 6; THENCE NORTH 06°27'59" EAST ALONG THE WEST BOUNDARY LINE OF SAID LOT 6 FOR A DISTANCE OF 7.53 FEET; THENCE SOUTH 88°55'35" EAST ON A LINE PARALLEL TO THE SOUTH LINE OF SAID LOTS 6 & 7 FOR A DISTANCE OF 131.83 FEET; THENCE SOUTH 01°22'47" WEST FOR A DISTANCE OF 32.95 FEET; THENCE NORTH 88°53'11" WEST FOR A DISTANCE OF 7.50 FEET TO A POINT ON THE WESTERNMOST BOUNDARY LINE OF SAID LOT 8; THENCE NORTH 01°22'47" EAST ALONG SAID WESTERNMOST LINE FOR A DISTANCE OF 25.45 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID LOT 7; THENCE NORTH 88°55'35" WEST ALONG SAID SOUTH LINE AND CONTINUING ONTO THE SOUTH LINE OF SAID LOT 6 FOR A DISTANCE OF 125.00 FEET TO THE POINT OF BEGINNING;

SAID EASEMENT CONTAINS 1,182 SQUARE FEET OR 0.027 ACRES;

BASIS OF BEARING USED IS THE SOUTH LINE OF LOT 6, BLOCK 7, CORRECTION MAP FINAL PLAT REPLAT OF A PORTION OF HAGGARDS ADDITION.



CHRIS A. CAUTHON
KANSAS PLS NO. 1397

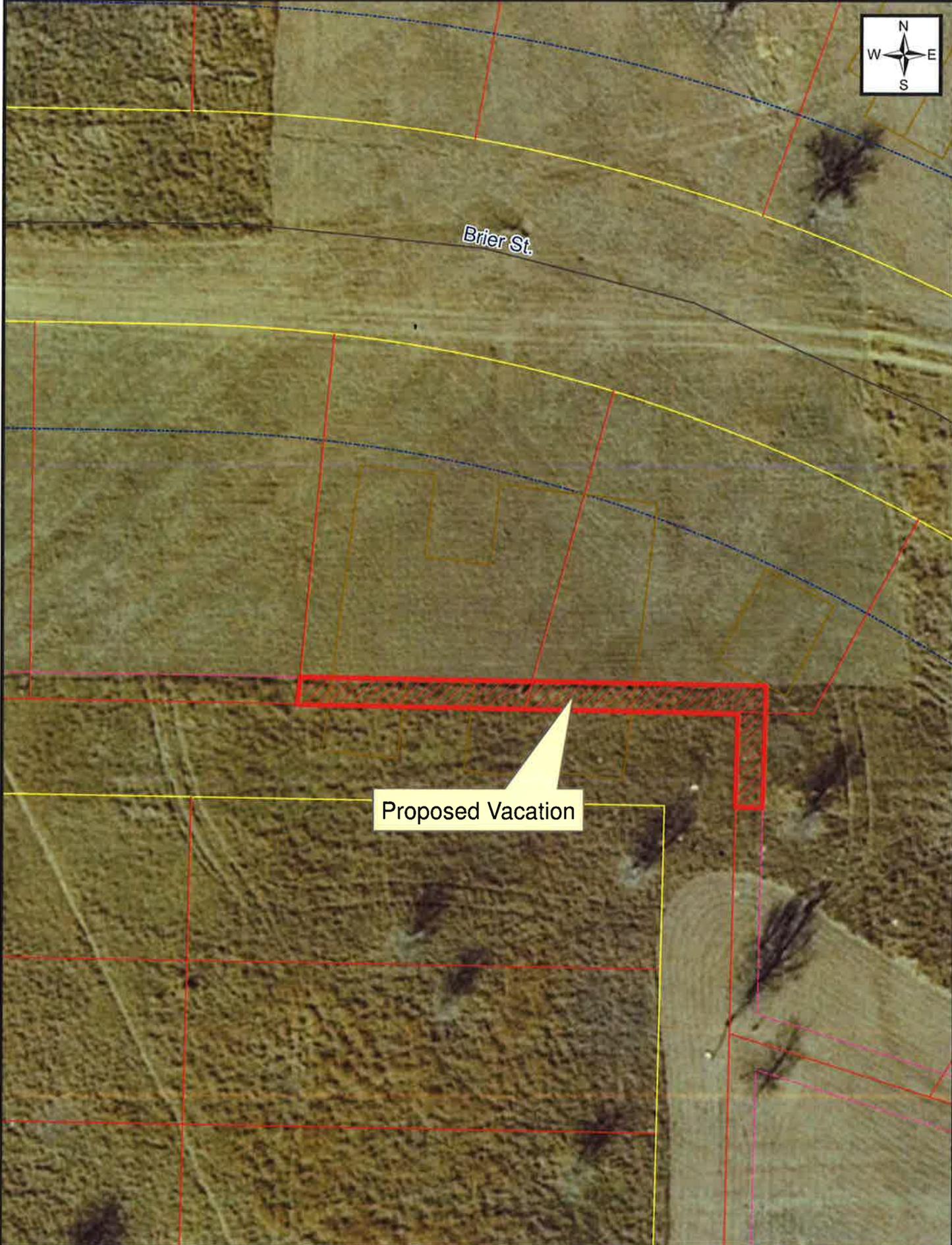
TULSA LAND SURVEYING LLC
1501 EAST 6TH STREET
TULSA, OK 74120
(918) 794-6777
LS-285
EXPIRES 12/31/2017





Brier St.

Proposed Vacation



Memorandum

*To: City Manager
City Commissioners*

From: Nathan Littrell

Date: June 5, 2017

*Subject: Vacation of Right-of-Way
Ordinance No. 3660*

Agenda Item: Ordinances and Resolutions

Recommendation: City staff recommends approval of this vacation ordinance.

Background: The applicant, McDonald's, requested the vacation of a portion of utility easement to allow for the reconstruction of the restaurant located at 703 W. Wyatt Earp Blvd. This will allow for the building to be better positioned on the lot and improve the drive through lane.

Justification: All of the utility companies have been notified and they have no objection to this easement being vacated.

Financial Considerations: None

Purpose/Mission:

Legal Considerations: None

Attachments: Petition, Vacation Ordinances and Map

ORDINANCE NO. 3660

AN ORDINANCE VACATING A PORTION OF UTILITY EASEMENT LOCATED ON
LOTS 1 & 2, BLOCK 2 OF CENTENNIAL ADDITION (703 W. WYATT EARP)

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

SECTION 1: A tract of land located in Lots 1 & 2, Block 2, Centennial Addition to the City of Dodge City, Ford County, Kansas, being more particularly described as follows:

Commencing at the Southeast corner of said lot 2; Thence on an assumed bearing of North 04°44'13" East along the east line of said Lot 2, a distance of 25.00 feet to the Point Of Beginning; Thence North 85°15'47" West parallel to the South line of said Lots 1 & 2, a distance of 334.57 feet; Thence North 41°21'52" West a distance of 28.84 feet; Thence South 85°15'47" East, parallel to said South line, a distance of 342.86 feet to a point on the North line of said Lot 2; Thence South 68°46'00" East along said North line, a distance of 13.03 feet to the Northeast corner of said Lot 2; Thence South 04°44'13" West along the East line of said Lot 2, a distance of 16.30 feet to the Point Of Beginning. Said easement contains 6,876 square feet, more or less.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

SECTION 4: This ordinance shall take effect, from and following its publication in the official paper, as provided by law.

SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION,
AND APPROVED BY THE MAYOR, THIS FIFTH DAY OF JUNE, 2017.

RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Before the Commission of The City of Dodge City, Kansas

**In the Matter of the
Application for the
Vacation of a Platted Utility Easement**

Requested for Vacation of a Platted Utility Easement

Come now McDonald's Real Estate Company, owner of a tract more fully described as Lots 1 & 2, Block 2, Centennial Addition (703 Wyatt Earp Boulevard), Dodge City, Kansas, and pursuant to the provisions of K.S.A. 12-504 requests that the City proceed, pursuant to the provisions of said statute, to cause a vacation of the property described as follows:

A TRACT OF LAND LOCATED IN LOTS 1 & 2, BLOCK 2, CENTENNIAL ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2;
THENCE ON AN ASSUMED BEARING OF N04°44'13"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;
THENCE N85°15'47"W, PARALLEL TO THE SOUTH LINE OF SAID LOTS 1 & 2, A DISTANCE OF 334.57 FEET;
THENCE N41°21'52"W A DISTANCE OF 28.84 FEET;
THENCE S85°15'47"E, PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 342.86 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;
THENCE S68°46'00"E ALONG SAID NORTH LINE, A DISTANCE OF 13.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;
THENCE S04°44'13"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 16.30 FEET TO THE POINT OF BEGINNING.
THE ABOVE DESCRIBED TRACT CONTAINS 6,876 SQUARE FEET, MORE OR LESS.

The vacation of such portion of the platted Utility Easement is necessary for the petitioner to construct a new McDonald's Restaurant building.

Respectfully Submitted,

Brian T. Sheedy

Name typed, petitioner

4/26/2017

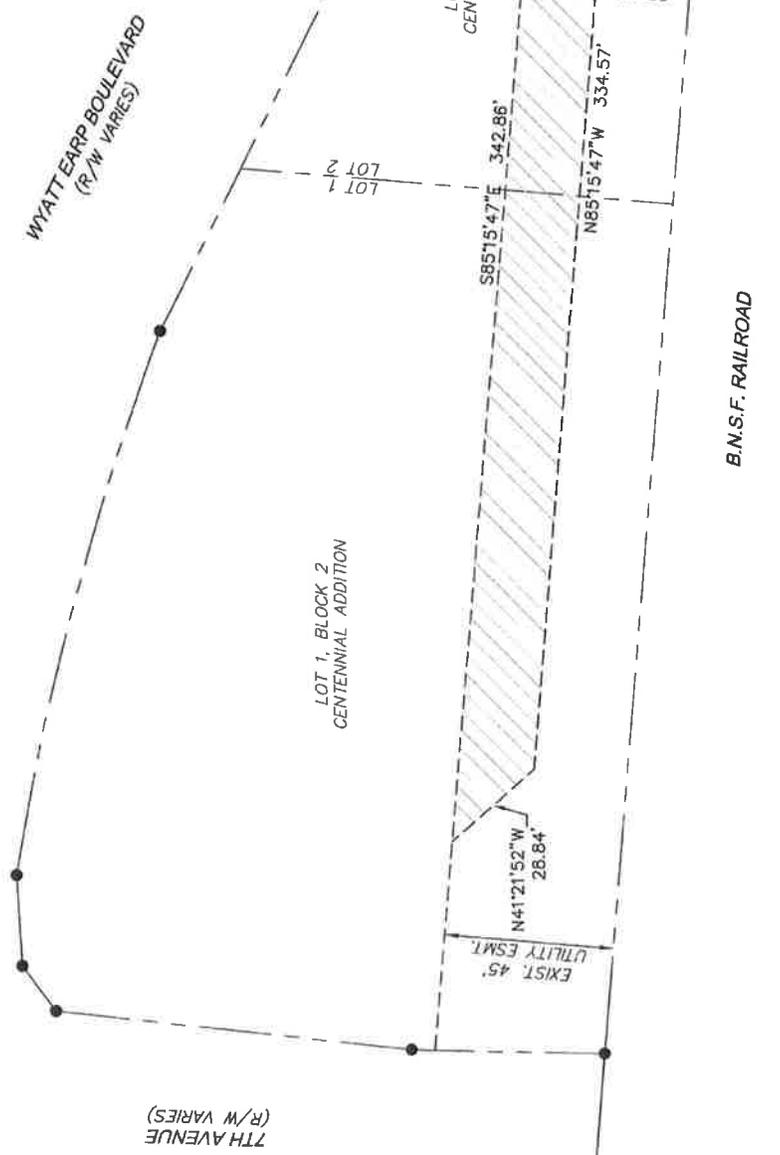
Date

Signature



LEGAL DESCRIPTION - EASEMENT VACATION

A TRACT OF LAND LOCATED IN LOTS 1 & 2, BLOCK 2, CENTENNIAL ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2; THENCE ON AN ASSUMED BEARING OF N04°44'13"E ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 25.00 FEET TO THE POINT OF BEGINNING;
 THENCE N85°15'47"W, PARALLEL TO THE SOUTH LINE OF SAID LOTS 1 & 2, A DISTANCE OF 334.57 FEET;
 THENCE N41°21'52"W A DISTANCE OF 28.84 FEET;
 THENCE S85°15'47"E, PARALLEL TO SAID SOUTH LINE, A DISTANCE OF 342.86 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 2;
 THENCE S68°46'00"E ALONG SAID NORTH LINE, A DISTANCE OF 13.03 FEET TO THE NORTHEAST CORNER OF SAID LOT 2;
 THENCE S04°44'13"W ALONG THE EAST LINE OF SAID LOT 2, A DISTANCE OF 16.30 FEET TO THE POINT OF BEGINNING.
 THE ABOVE DESCRIBED TRACT CONTAINS 6.876 SQUARE FEET, MORE OR LESS.



4/24/17 Scale: 1"=30'

LEGEND



EXISTING UTILITY EASEMENT
TO BE VACATED

**UTILITY EASEMENT
VACATION EXHIBIT**

MOLSSON
ASSOCIATES

195 S. 4th Street, Suite 110
Manhattan, Kansas 66502
TEL: 784.833.8801
FAX: 784.537.8811
www.molssonassociates.com





Front St.

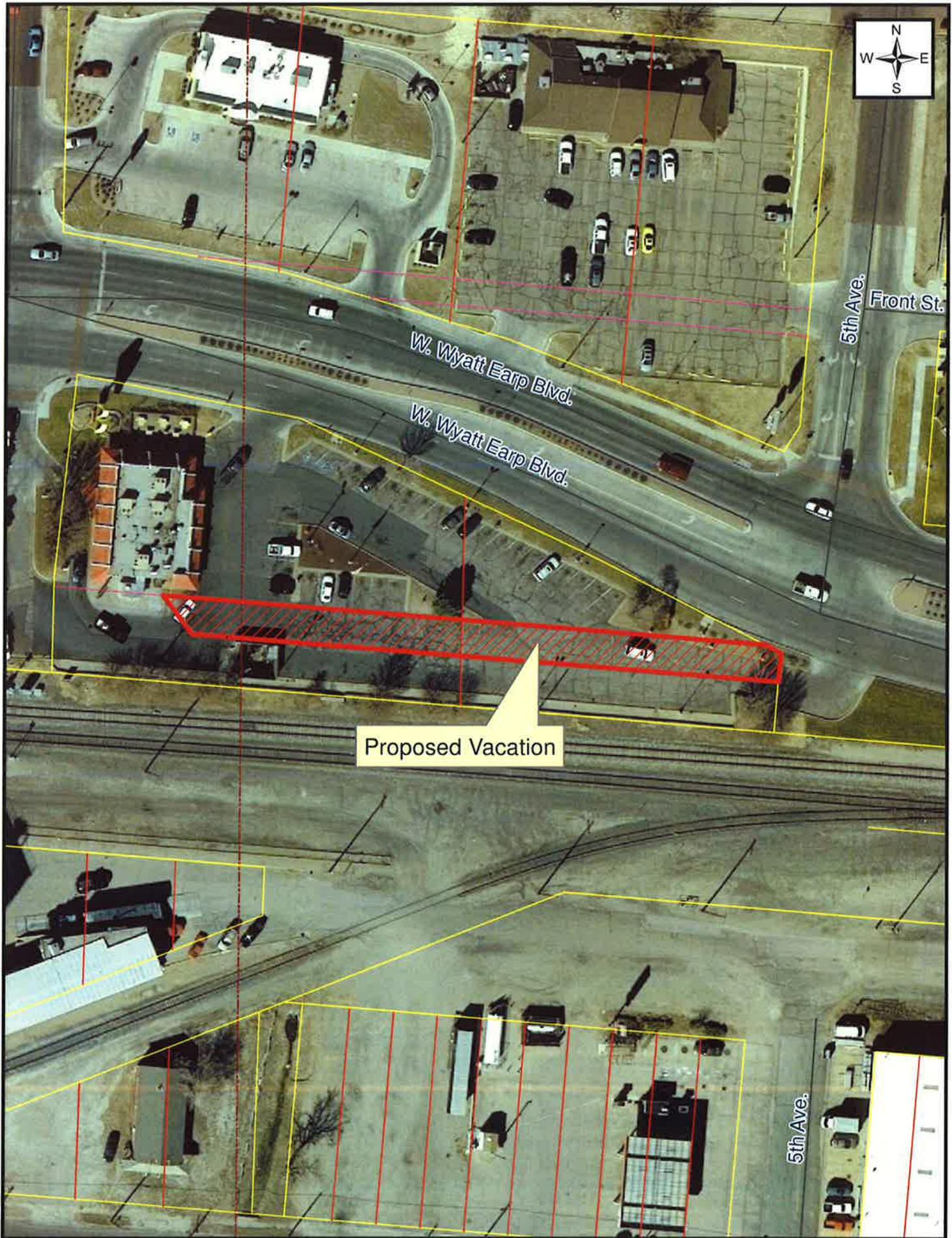
5th Ave.

W. Wyatt Earp Blvd.

W. Wyatt Earp Blvd.

Proposed Vacation

5th Ave.



Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Fire Chief, Robert Heinz

Date: 06/05/2017

*Subject: Temporary Suspension of Ord.
No.2838 (Fireworks Ban)*

Agenda Item: Ordinances and Resolutions

Recommendation: Approve resolution.

Background: This resolution is the same as those that have been approved over the last several years. The practice of temporarily suspending the ban on the discharge of fireworks in the city was originally started at the request of Ford County in an effort to reduce the amount of fireworks being discharged in their jurisdiction.

Justification: The approval of Resolution No. 2017-20 would provide a limited time for the public to discharge their fireworks in celebration of independence day. Also, because of high law enforcement calls in past years I am again requesting the ban be lifted for the days approved by city commissioners between the hours of 10:00 am to 11:00 pm.

Financial Considerations: None

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

Legal Considerations: None

Attachments: A copy of resolution no. 2017-20 is attached.

RESOLUTION NO. 2017-20

A RESOLUTION FOR THE TEMPORARY SUSPENSION AND WAIVER OF CERTAIN PROVISIONS OF ORDINANCE NO. 2838 AND THE 2009 INTERNATIONAL FIRE CODE PERTAINING TO THE DISCHARGE OF FIREWORKS WITHIN THE CITY LIMITS OF THE CITY OF DODGE CITY, KANSAS:

SECTION 1: For the time period and under the conditions set forth herein, the provisions of Ordinance No. 2838 and the International Fire Code prohibiting the discharge of legal fireworks, as defined by state statutes and regulations of the State Fire Marshal, shall be temporarily suspended and waived so as to allow the lawful discharge of such legal fireworks within the corporate limits of the City of Dodge City, Kansas, subject to the exceptions and under the conditions as provided herein, on Saturday; July 1st through Wednesday July 5th, 2017 between the hours of 10:00 a.m. to 11:00 p.m. of each day;

SECTION 2: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 1st, July 2nd, July 3rd, July 4th and July 5th, 2017 on any public property, including but not limited to all public parks, public recreation areas such as ball fields and soccer fields, any school grounds including, school playgrounds and athletic facilities, any public rights of way, or public parking areas (Civic Center / Memorial Stadium).

SECTION 3: This waiver and suspension shall not apply to, and the discharge of fireworks shall be prohibited at any time, including July 1st, July 2nd, July 3rd, July 4th and July 5th, 2017 on any real property within the corporate limits of the City of Dodge City without the permission of the owner or person or entity in control of said real property.

SECTION 4: Notwithstanding this suspension and waiver, officers of the Dodge City Fire Department and the Dodge City Police Department shall have the authority to confiscate any fireworks from any individual possessing the same, if in the opinion of said officer, the use or discharge of such fireworks is being conducted in such a manner as to create a health or safety hazard for the user or other persons, or in such a manner as to create a safety hazard to public or private property.

SECTION 5: This waiver will automatically expire at 11:01 p.m. on July 5th, 2017 and may be rescinded prior thereto by action of the governing body.

SECTION 6: This Resolution shall take effect and be in force from and after its adoption.

Adopted by the governing body this 5th day of June, 2017.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

*To: City Manager
City Commissioners*

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

Date: May 31, 2017

*Subject: South 2nd Ave. Pavement Markings,
ST 1701*

Agenda Item: New Business

Recommendation: Approve the quote from proposal from Cillessen & Sons, Inc. for the removal and Replacement of Pavement Markings on S. 2nd Ave. from Trail St. to Beeson Rd. in the amount of \$49,409. They proposed to start the project on July 10, 2017 and anticipate the project to take 5 construction days to complete.

Background: This project will remove the existing pavement markings and reinstall the markings with epoxy paint striping and thermoplastic marking symbols. Over time and with increase in traffic the existing markings have worn away. City Crews have repainted the yellow and white markings. However, due to the paint available these markings tend to wear away quicker and then there is also overlap that builds up over the years that may make some of the markings confusing to understand. Please see the attached plan sheets for details on the placement of the new pavement markings.

Justification: This project will enhance the safety of the traveling public by replacing the pavement markings to better show the designated traffic lanes.

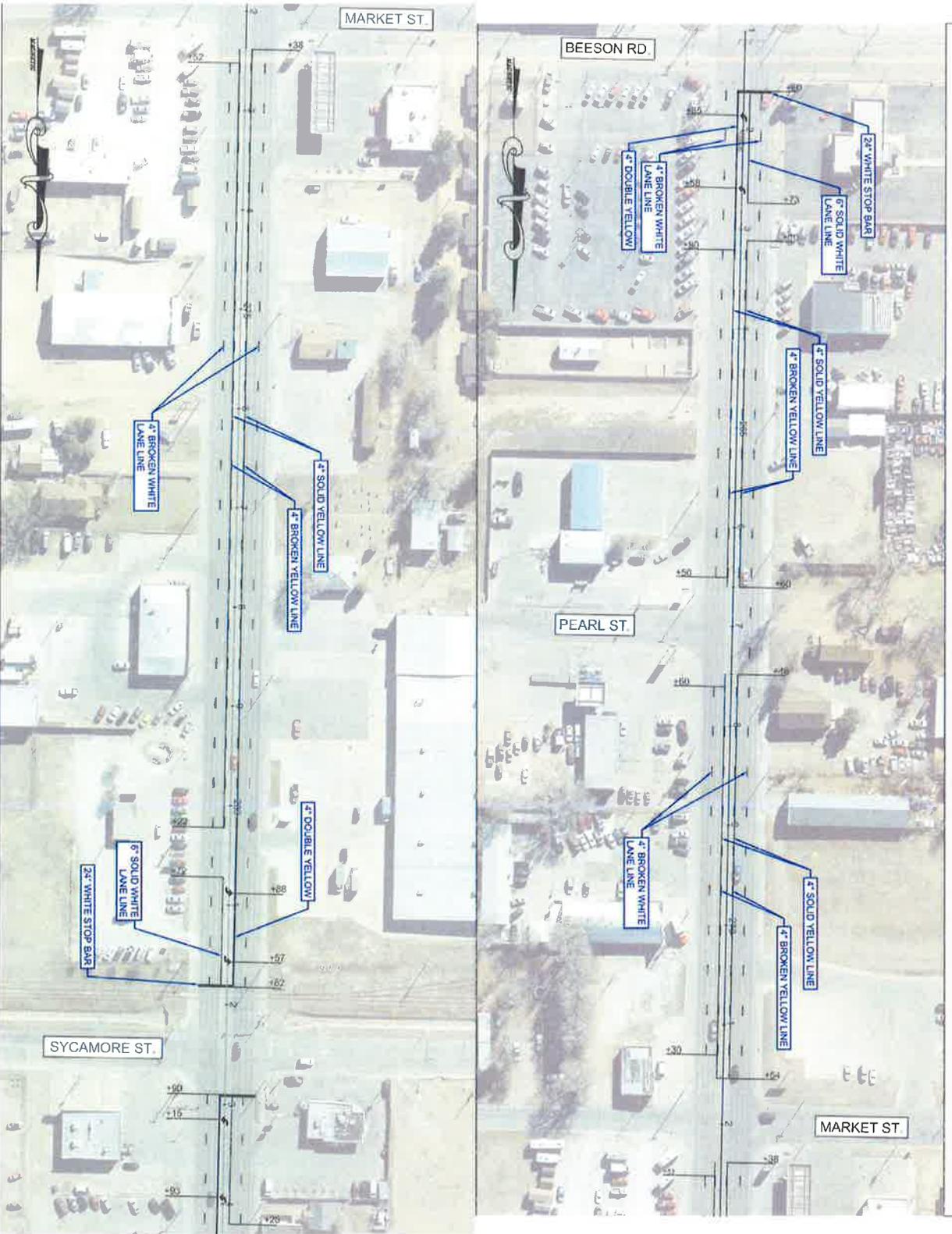
Financial Considerations: The S. 2nd Ave. Pavement Markings will cost \$49,409. Funding for this project will come from the Special Streets Fund. There was \$40,000 budgetted for the project, but additional funds are available in this fund for the overage. While this project is more than 10% over the Engineer's Estimate, we feel the prices are good and our estimate was limited by the budget. This is a speciality operation and there are only a few companies in the state that perform this work. Cillessen & Sons, Inc. has done many projects in town and we are very satisfied with their work.

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by maintaining our street infrastructure in an acceptable condition.

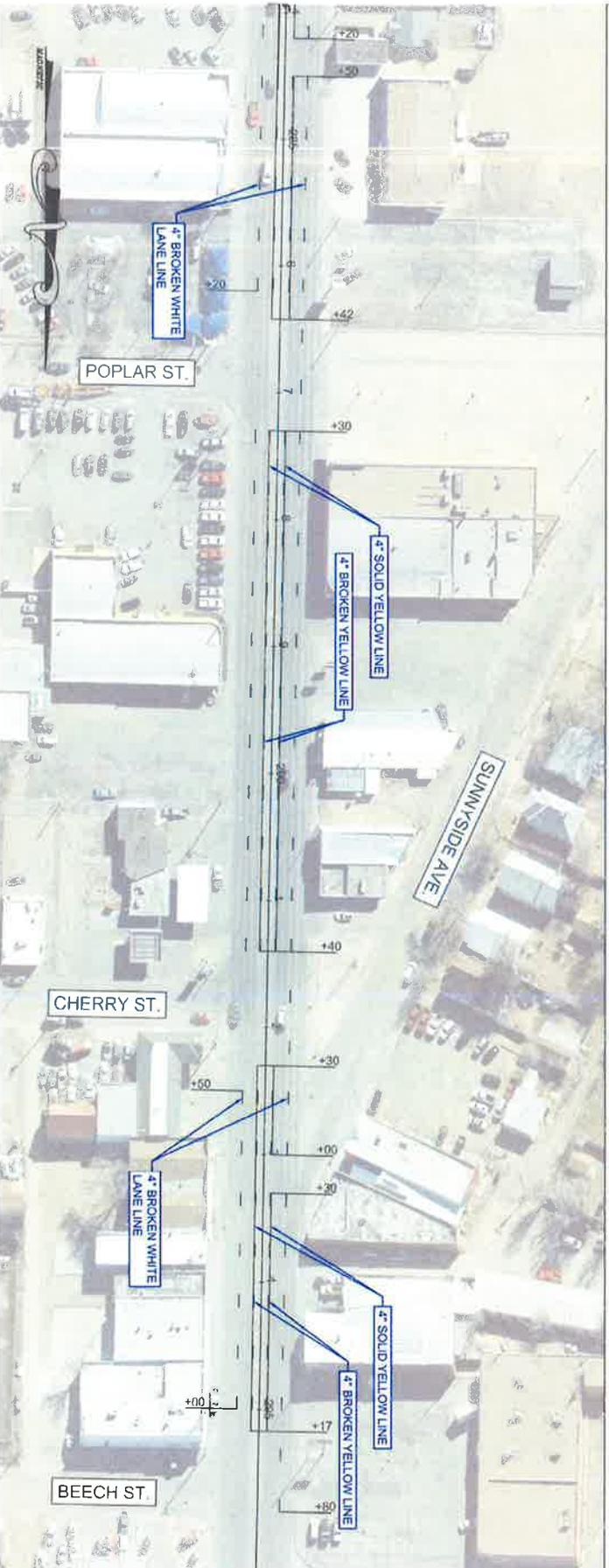
Legal Considerations: By approving the quote from Cillessen & Sons, Inc., the City will enter into a contract with Cillessen & Sons, Inc., and be responsible for payments of completed work.

Attachments: The Quote Tabulation for Cillessen & Sons, Inc. which includes the Engineers' estimate and the plan sheet for the project is attached.

PHASE 2: BEESON STREET - BEECH STREET



PHASE 2: BEESON STREET - BEECH STREET



SUMMARY OF PAVEMENT MARKING QUANTITIES

PHASE 1: BEECH ST - TRAIL ST			
Marking Type	UNIT	QUANTITY	
1 6" Solid White Lane Line	LF	145	
2 4" Solid White Edge Line	LF	100	
3 4" Broken White Lane Line	LF	920	
4 24" White Stop Bar	LF	57	
5 4" Solid Yellow (Single or Double)	LF	4230	
6 4" Broken Yellow	LF	340	
7 18" Solid Yellow Diagonal Line	LF	66	
8 White Left Turn Arrow	EACH	3	

PHASE 2: BEESON ST - BEECH ST			
Marking Type	UNIT	QUANTITY	
1 6" Solid White	LF	345	
2 4" Broken White	LF	1560	
3 24" White Stop Bar	LF	108	
4 4" Solid Yellow (Single or Double)	LF	5768	
5 4" Broken Yellow	LF	1480	
6 White Left Turn Arrow	EACH	6	

***ALL TOTALS REFLECT THE ACTUAL QUANTITY OF PAVEMENT MARKING MATERIALS REQUIRED.**

**CITY OF DODGE CITY, KANSAS
QUOTE TABULATION**

PROJECT: South 2nd Pavement Marking

PROJECT #: ST 1701

QUOTE DATE: 05/26/17

CONTRACTOR: Cillessen & Sons, Inc.	
ADDRESS: PO Box 9, 2300 E. Tigua	
CITY:	<u>Kechi</u>
STATE:	<u>Kansas</u>
ZIP:	<u>67067</u>
LOW BIDDER	

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
PHASE 1					
1	Pavement Marking Removal	LS	1	\$ 3,000.00	\$ 3,000.00
2	Install New Pavement Markings	LS	1	\$15,500.00	\$15,500.00
PHASE 2					
1	Pavement Marking Removal	LS	1	\$ 4,000.00	\$ 4,000.00
2	Install New Pavement Markings	LS	1	\$17,500.00	\$17,500.00

UNIT PRICE	CONTRACT AMOUNT
\$4,469.00	\$ 4,469.00
\$18,716.00	\$ 18,716.00
\$4,469.00	\$ 4,469.00
\$21,755.00	\$ 21,755.00

TOTAL **\$40,000.00**

TOTAL **\$ 49,409.00**

BID SECURITY N/A
START DATE 7/10/2017



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

Memorandum

To: City Commissioners
City Manager, Cherise Tieben

From: Ernestor De La Rosa

Date: June 5, 2017

Subject: Addendum to the memorandum of
understanding St. Mary Complex
Buildings

Agenda Item: New Business

Recommendation: Staff recommends the approval of the Addendum to the Memorandum of Understanding of the St. Mary Complex Buildings. Since the YMCA Board has not approved this addendum, we would also suggest authorizing the Mayor to sign the addendum, once all changes have been finalized and reviewed by the City Attorney. If significant changes are requested, we will bring the document back to the Commission.

Background: Several months ago with the water park project ready to start and the Heritage District STAR Bonds program on the horizon, the City had six pre-engineered metal buildings needing to be disposed of or reallocated. There was also a need to establish a new base for Park Department operations as the previous site in Wright Park was no longer an option.

To address multiple issues, a plan was developed to reconstruct the buildings in various locations. A component of the plan provided for constructing three of the buildings on the St. Mary campus and moving the Gymnastics and Cheer programs from their present home at the All-4-Fun site up to St. Mary Complex. That move allowed the Parks Department to take over the entire All-4-Fun site as their operations headquarters and maintenance area.

Justification: This agreement provides multiple benefits for both parties. The City was unable to find another home for the Parks Department and the All-4-Fun site represents the best

alternative for their operational needs. Fully using the All-4-Fun building provides the office space necessary and the large area is easily converted into shop space.

For the YMCA, this plan relocates Gymnastic and Cheer closer to their base of operations making it easier to oversee and more convenient for patrons to register and participate in other functions. Additional space will be available making programming hours more compatible for the two programs and providing space to reestablish a successful dance program.

Financial Considerations: The City's portion of the project for building reconstruction was previously been approved and funded through the Capital Improvement Fund. The major change to the MOU is that the City will finance the interior improvements of the buildings in an amount not to exceed of \$175,000. The City will also contribute a cash operating subsidy of \$16,500 in 2018, 2019 and 2020. This will make a total subsidy of \$224,500.00.

Purpose/Mission: The proposed request is consistent with the City's Core Purpose of "Together We Serve to Make Dodge City the Best Place to be."

Legal Considerations: The City Attorney has reviewed and approved the Addendum.

Attachments: Addendum to the memorandum of understanding St. Mary Complex Buildings

**ADDENDUM TO THE MEMORANDUM OF UNDERSTANDING
ST. MARY COMPLEX BUILDINGS**

This Addendum to the Memorandum of Understanding (this “MOU”) is made and entered into this ____ day of _____, 2017, by and between the City of Dodge City, KS (City) and the Dodge City Family YMCA, (YMCA), a not for profit Kansas corporation, to define obligations of both parties for the capital improvements to new buildings and the existing YMCA facility.

WHEREAS the City has erected two new building at the St. Mary’s Complex for the expansion of dance, cheer and gymnastics programs offered by the Dodge City Family YMCA,

THEREFORE, YMCA and City agree as follows:

City will:

1. Reconstruct three (3) pre-engineered metal buildings (the “Buildings) disassembled from the Heritage District consisting of approximately 12,000 sq. ft. The Buildings will be reconstructed on the St. Mary Complex in the general locations depicted on Attachment A. City obligations shall be limited to engineering and reconstructing the shells of the Buildings including structural steel, exterior sheeting and roof panels, insulation, concrete slab, providing electrical service to an exterior disconnect, plumbing rough-ins and exterior sidewalks and approaches.
2. Donate to YMCA the materials salvaged and stored from the disassembly of the Buildings including doors and frames, light fixtures, HVAC equipment, and electrical panels, for use in the Buildings.
3. Finance the interior improvements of the above buildings in an amount not to exceed one hundred seventy five thousand dollars (\$175,000.00). Full and final plans for the improvements must be approved by the Development Services Department prior to the issuance of funding and prior to any construction occurring.
4. Contribute seventy five thousand dollars (\$75,000.00) to the construction of the new youth locker rooms or to the renovation of existing locker rooms. However, this contribution will be in the form of a credit towards the repayment of the amount due to be repaid in paragraph number 3 above.
5. Waive thirty three thousand five hundred dollars (\$33,500.00) a year for the years 2018, 2019, and 2020 of the repayment obligation by YMCA for the improvements as set out in paragraph number 1, effectively reducing the repayment to zero (\$0).
6. Contribute a cash operating subsidy of sixteen thousand five hundred dollars (\$16,500.00) for the years 2018, 2019, 2020.
7. Allow YMCA exclusive possession and use of the Buildings for the period of three (3) years from the date that YMCA first takes possession of the Buildings for use and occupancy. The parties agree to negotiate in good faith a renewal term of this Agreement for a period of five (5) years at such time as two (2) years of this Agreement have passed.

YMCA will:

1. Provide all architectural design, engineering and construction for interior improvements for the Buildings and any related improvements. All plans must have the prior approval of City. YMCA will obtain all building permits as required for any improvements, and all improvements shall be constructed in compliance with all applicable City codes and regulations.
2. Utilize the Buildings for Dodge City Diamond cheer/dance and Flip Zone gymnastics programs. This usage by said program shall be at reasonable times and rental arrangements. If said program terminate operation or relocate to any other location other than the Buildings, the use of the reconstructed buildings will revert to City, unless the parties to this Agreement mutually agree otherwise. The YMCA will have first right to propose and present alternate programs and/or uses of the buildings.
3. Continue to be responsible for all normal operational functions including:
 - a. Paying all utility costs associated with the Buildings' operations.
 - b. Providing all custodial service required for maintaining interior spaces of the Buildings.
 - c. Being responsible for all non-capital repairs and maintenance to the Buildings according to the system put in place that are included in the management agreement between the City of Dodge City and the YMCA of Southwest Kansas.
2. Refrain from making any permanent modifications to the Buildings without first obtaining approval from City.

This Addendum to the Memorandum of Understanding shall be binding on the Parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first written above.

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

ATTEST:

NANNETTE POGUE, City Clerk

DODGE CITY YMCA

By: _____
Aaron Canrardy, President