

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, March 5, 2018

7:00 p.m.

MEETING #5092

CALL TO ORDER

ROLL CALL

INVOCATION BY Chaplain D. Shawn Fletcher

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, February 19, 2018;
2. Appropriation Ordinance No. 5, March 5, 2018;
3. Cereal Malt Beverage License:
 - a. Tacos Jalisco, 412 E. Wyatt Earp Blvd.
4. Ratification of Approved Declaration of Reciprocal Easements Covenants and Restrictions for Soule Street Development.
5. Ratification of Approved First Amendment to Sutherlands Development Agreement.

ORDINANCES & RESOLUTIONS

Ordinance No. 3680: An Ordinance Annexing to the City of Dodge City the Described Property of 2401 East Trail Street, in Accordance with K.S.A. 12-520 ET. SEQ and Providing for the Zoning Thereof. Report by Planning & Zoning Administrator, Nathan Littrell.

Ordinance No. 3681: An Ordinance Annexing to the City of Dodge City the Described Property of 2800 N. Avenue A, in Accordance with K.S.A. 12-520 ET. SEQ; and Providing for the Zoning Thereof. Report by Planning & Zoning Administrator, Nathan Littrell.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for 100' Aerial Fire Truck for Fire Department. Report by Director of Administration, Ryan Reid.
2. Approval of Quote for 6th Avenue Street Lights. Report by Director of Engineering, Ray Slattery.
3. Approval of Architect Agreement and Contract for Construction at DC Public Library. Report by Finance Director/City Clerk, Nannette Pogue.
4. Approval of Bid for Paving Extension of Soule Street, along with Water, Sanitary Sewer, and Storm Water Improvements Associated With Soule Street Development. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, February 19, 7:00 p.m.

MEETING #5091

CALL TO ORDER

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

INVOCATION by Pastor John Seatvet

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

CONSENT CALENDAR

1. Approval of City Commission Work Session, February 5, 2018;
2. Approval of City Commission Meeting Minutes, February 5, 2018;
3. Approval of City Commission Special Meeting Minutes, February 9, 2018;
4. Appropriation Ordinance No. 4, February 19, 2018;
5. Approval of Change to the Anti-Drug and Alcohol Misuse Prevention Policy.

Commissioner Jan Scoggins moved to approve the Consent Calendar as presented. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Mayor Kent Smoll moved to amend the Agenda by adding to Unfinished Business, approval of bid for the improvements to Central Avenue and University/Soule. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

1. Commissioner Joyce Warshaw moved to table the Early Retirement Policy. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.
2. Commissioner Brian Delzeit moved to approve the bid from Building Solutions in the amount of \$109,110.75 for the Central Avenue and University Drive/Soule Street

Improvements with an additional \$5,000 to complete offsite parking. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Joyce Warshaw moved to approve the Memorandum of Understanding between the City of Dodge City, Boot Hill Museum, The Dodge City Area Chamber of Commerce, and the Dodge City/Ford County Development Corporation for Boot Hill to Purchase the Chamber of Commerce Building. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Commissioner Jan Scoggins

- Talked to the listening audience about what is included in the Consent Calendar that is on each City Commission Regular Meeting Agenda.
- Compliments to the American Red Cross and Ford County Retired Volunteer Program who provided and installed 189 smoke alarms in 76 homes that provides for 253 people in Dodge City.
- Had a visitor from Wichita State University representing Muscular Dystrophy. She was proud to show him Dodge City.

Commissioner Joyce Warshaw

- Commented that there is a lot of illnesses going around, so protect yourself and others as best you can.

ADJOURNMENT

Commissioner Joyce Warshaw moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

Mayor

ATTEST:

City Clerk, Nannette Pogue

**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 licenses premises.		
SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>004-K42613037-FO1</u>		
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application)		
Name <u>Amado Alvarez</u>	Phone No. <u>(620)-255-9049</u>	Date of Birth <u>02/27/1966</u>
Residence Street Address <u>10829 McArtor Rd</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
SECTION 3 - LICENSED PREMISE		
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)
DBA Name <u>Tacos Jalisco</u>		Name <u>Amado Alvarez</u>
Business Location Address <u>412 East Wyatt Earp Blvd</u>		Address <u>P.O. Box 1311</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	
Business Phone No. <u>(620) 225 3101</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.	
Business Location Owner Name(s) <u>Amado Alvarez</u>		
SECTION 4 - APPLICANT QUALIFICATION		
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
I have resided within the state of Kansas for <u>23</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* have 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	
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	

DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS

THIS DECLARATION OF RECIPROCAL EASEMENTS, COVENANTS AND RESTRICTIONS (the "Declaration") is made as of the 5th day of February, 2018 (the "Effective Date"), by the **CITY OF DODGE CITY, KANSAS** (the "City"). City, as owner of the parcels herein described, may be referred to collectively as the "Parties" and individually as a "Party".

RECITALS:

A. The City has acquired certain real property situated in Ford County, Kansas as shown on the map attached hereto as **Exhibit A** (the "Development").

B. The City intends to convey a portion of the Development to Sutherlands High Plains, LLC, a Kansas limited liability company, ("Sutherlands"), as shown on the map attached hereto as **Exhibit B-1** and as legally described on **Exhibit B-2** (the "Sutherlands Site"). The City shall retain certain pad sites situated adjacent to the Sutherlands Site and abutting North 14th Ave., all as shown on **Exhibit A** and as legally described on **Exhibit C** (the "Pad Sites"). Both the Sutherlands Site and the Pad Sites, together, constitute all of the real property constituting the Development.

C. As a condition to entering into that certain Development Agreement dated as of July 6, 2017 (as the same may be amended, modified or restated, the "Development Agreement") between the City and Sutherlands, the City has agreed to enter into this Declaration setting forth the respective rights and obligations relating to the Development, including easements for access to public thoroughfares; cross-access easements for parking; a signage plan; and reasonable controls regarding blocking visibility of and access to the Sutherlands Site by future development on the Pad Sites.

NOW, THEREFORE, in consideration of the covenants and other promises set forth herein and for the purpose of establishing certain reciprocal easements, covenants, restrictions

and a uniform plan for ingress, egress, parking, signage, utilities and drainage, the City hereby declares that the Development be held and managed and/or sold and conveyed subject to the reciprocal easements, covenants and restrictions stated herein.

1. Scope; Term; Rights of General Public.

1.1. Scope. The easements, covenants, and restrictions set forth in this Declaration are necessary for the use and benefit of the Development, and all portions thereof, and are for the benefit of the owner(s) of any lot in the Development, including the current or future owners of the Sutherlands Site and the current and future owners of one or more of the Pad Sites (individually, the "Owner" and collectively, the "Owners"). Initially, the City shall be the only Owner in the Development. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Development, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Declaration shall run with the land for the particular lot involved and shall benefit or bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns.

1.2. Term. The easements, covenants, and restrictions set forth in this Declaration shall be perpetual in duration unless otherwise specifically provided.

1.3. No Rights in Public Generally. The easements, covenants and restrictions created, reserved, granted and established in this Declaration do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

2. Common Areas.

2.1. Definition. For purposes of this Declaration, the phrase "Common Area" or "Common Areas" shall mean that certain detention area designated Outlot A on the "Concept Plan" attached hereto as **Exhibit D** (the "Storm Water Detention Area"), that certain internal roadway providing access for the Development to public right-of-way North 14th Avenue and including north-south access within the Development ("North 14th Access Road"), and that certain contemplated "Development Monument Sign" area.

2.2. Maintenance and Contribution Obligations. The Owner of the Sutherlands Site, its successors and assigns, shall be responsible for performing all maintenance and insurance, as needed (and subject to Section 7.5 hereof) within the Common Areas. The other Owners, their successors and assigns, shall, within thirty (30) days of a written invoice from the Owner of the Sutherlands Site, pay to such Owner their respective share of such amount as is sufficient to pay for each maintenance item. Each Owner's share shall be calculated by dividing the square footage of their respectively owned lot(s) by the total square footage of the Development (approx. 509,141 sq. ft.). The initial shares are set forth below.

Sutherlands Site: 69.22%

Pad Sites: 10.26% per Pad Site.

3. Ingress and Egress Easements.

3.1. Pedestrian and Vehicular Cross-Access to Public and Private Thoroughfares. Each Owner grants for the benefit of each other Owner and those Owners' successors and assigns, tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees and invitees, the perpetual, nonexclusive right and cross-access easement in, to, over and across all roadways, driveways, perimeter roads, access roads, service drives and service roads, entrances and exits, traffic islands, parking areas, and sidewalks and walkways within the Development for the purpose of providing pedestrian and vehicular access, rights of access, ingress and egress throughout the Development and to any and all adjacent public rights-of-way.

3.2. Access to Parking Area. Each Owner grants for the benefit of each other Owner and those Owners' successors and assigns, tenants, subtenants, employees, agents, customers, business visitors, business guests, licensees and invitees ("Benefitted Parties"), respectively, the perpetual, nonexclusive right and cross-access easement in, to, over and across all available parking areas, for the purpose of parking vehicles thereon; provided, however, that the Owner of the Sutherlands Site may use portions of its parking areas for outdoor sales and storage from time to time in the areas specifically delineated and cross-hatched on Exhibit D hereto (collectively, the "Outdoor Sales/Storage Areas") and such other Owners and their Benefitted Parties shall not park in any parking area of the Sutherlands Site that is being used for outdoor sales/storage. The Owner of the Sutherlands Site agrees that the Outdoor Sales/Storage Areas, when in use for such sales/storage, shall be delineated from the main parking area when reasonable and shall at all times be operated in keeping with the Development as a first-class retail development. Further, the use by Owner and/or Benefitted Parties of the easements described herein shall not unreasonably interfere with the business of the Owner of such parking areas. Additionally, the following shall govern the Outdoor Sales/Storage Areas:

(a) The southern Outdoor Sales/Storage Area, which is labeled the "South Outdoor Sales/Storage Area" on Exhibit D shall be the primary Outdoor Sales/Storage Area due to its proximity to the garden center on the Sutherlands Site and such South Outdoor Sales/Storage Area shall generally display seasonal lawn and garden materials such as live goods (i.e. bedding plants, bushes, etc.), bagged landscaping materials, hardscape pavers/stone and other similar border and landscape type materials. This South Outdoor Sales/Storage Area shall be delineated from the main parking area using temporary and portable, but attractive, materials such as horizontal split rail or landscape timbers and concrete blocks.

(b) The northern Outdoor Sales/Storage Area, which is labeled the "North Outdoor Sales/Storage Area" on Exhibit D shall be the secondary and supplemental to the South Outdoor Sales/Storage Area as necessary from time to time. The North Outdoor Sales/Storage Area shall be generally used for same product outlined in subsection (a) above and for bulk landscape materials such as mulch, soil, etc. If and to the extent that this North Outdoor Sales/Storage Area shall be used from time to time, it shall be attractively screened with fencing or

plant material along the northern edge of the Sutherlands Site along the detention area to limit visibility from the property located to the north.

4. Signage. The Owner of "Pad Site 4" (as shown on Exhibit A as "Lot 4") shall have the right to construct, operate and maintain a monument sign (the "Pad Site 4 Monument Sign"), provided that the same shall be maintained in good condition and repair by the Owner of Pad Site 4. Additionally, the Owner of the Sutherlands Site may construct, operate and maintain a Development Monument Sign with up to four panels on each side (the "Development Monument Sign") on the "Monument Site," which Monument Site shall be, at such Owner's election, either "Lot 2" or "Lot 3" as shown on Exhibit A attached hereto. The Owner of the Sutherlands Site shall have the right to the largest, highest priority sign panel on the Monument Sign.

4.1. Grant of Development Monument Sign Easement. Notwithstanding anything to the contrary contained in this Declaration, the City hereby grants to the Owner of the Sutherlands Site, for the benefit of the Development, and as a burden upon the Owner of the Monument Site, a perpetual, non-exclusive easement in, over, and across the Common Area of the Monument Site for the purpose of constructing, installing, maintaining, repairing, replacing, or restoring the Development Monument Sign identifying such occupants of the Development as shall exist, from time to time, as such signage may be constructed, installed maintained, repaired, replaced, or restored as hereinafter provided. The Common Area of the Monument Site shall consist of an area which is no greater than 500 square feet, the majority of which shall be located within the setbacks for Lot 2 or Lot 3, respectively, and located at the far east portion of the Monument Site immediately adjacent to the ingress-egress easement depicted on Exhibit A; a legal description of such Common Area may be recorded as an amendment to this Declaration upon the Owner of the Sutherlands Site's election of a Monument Site and execution of such amendment with the applicable Owner. Additionally, the Monument Site may be located in an island in the middle of the access drive, if the same is agreed upon and approved by the City, the Owner of the Sutherlands Site and the Owners of Lot 2 and Lot 3.

4.2. Maintenance of the Development Monument Sign. The Development Monument Sign, and all appurtenant equipment and utilities thereto, shall be constructed, operated, maintained and repaired by the Owner of the Sutherlands Site in a manner consistent with other first class retail developments of comparable size in the market area in which the Development is located, and in compliance with all applicable governmental laws, rules, regulations and ordinances. The other Owners, their successors and assigns, shall, within thirty (30) days of a written invoice from the Owner of the Sutherlands Site, pay to the Owner of the Sutherlands Site their respective share of such amount as is sufficient to pay for the initial construction of and each maintenance item for the Development Monument Sign. Each Owner's share shall be calculated by dividing the square footage of their respectively owned lot(s) by the total square footage of

the Development (approx. 509,141 sq. ft.). In addition to the foregoing, the Owner(s) of each lot shall provide, install and maintain, at each Owner's expense, the sign panels for such Owner on the Development Monument Sign.

4.3 No Other Monument Signs or Pylons. Other than the Pad Site 4 Monument Sign and the Development Monument Sign, no other monuments, pylons or other free-standing monument signs shall be erected within the Development. Notwithstanding the foregoing nothing herein shall be deemed to prohibit or restrict building signage that (i) does not materially obscure or impede the visibility of any other Owners' signage or any signage located on any Common Area; (ii) is constructed and maintained in a manner consistent with other first class retail developments of comparable size in the market area in which the Development is located; and (iii) complies with all applicable governmental laws, rules, regulations and ordinances. Additionally, notwithstanding the foregoing, the Owner of the Sutherlands Site shall have the right to construct directional signage on the Sutherlands Site and along the North 14th Access Road.

5. Height Restriction of Pad Site Buildings. No building erected on the Pad Sites shall exceed one (1) story, or 25 feet in height, not including design features—which may exceed 25 feet in height, but shall not exceed 29 feet in height.

6. Storm Water Detention Area. Subject to the maintenance obligations in Section 2.2, each Owner hereby grants and conveys to all other Owners the perpetual right and easement for purposes of reasonable discharge of surface storm drainage and/or runoff over, upon and across any reasonably necessary portions of each Owners' lot(s), and into the Storm Water Detention Area.

7. General.

7.1. Amendment. This Declaration may be amended, changed or modified only by written agreement executed by the Owners (and/or their respective successors and assigns) of at least seventy-five percent (75%) of the total square footage of the Development (excluding Common Areas), and duly recorded in the public records of Ford County, Kansas.

7.2. Enforcement. This Declaration may be enforced by any Owner by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event that any Owner defaults in the performance of any payment obligation pursuant to this Declaration and such default shall continue for a period of thirty (30) days after receipt of written notice of default from another Owner, the non-defaulting Owner may file a lien against the defaulting Owner until such time as the defaulting Owner pays the indebtedness which gave rise to the lien.

7.3. Partial Invalidity. If, for any reason, any provision of this Declaration is determined to be invalid, illegal or unenforceable, the remaining terms and provisions hereof shall continue in full force and effect and shall not be affected thereby.

7.4. Indemnity. Each Owner (herein, individually, "Indemnitor") shall defend, indemnify, and hold harmless the other Owners from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's violation of any of the restrictions, covenants, and conditions established hereby. Notwithstanding the foregoing, the City is not required to defend, indemnify, and/or hold harmless any Owner during any term in which the City owns any lot(s) in the Development. The foregoing statement shall not limit any potential liability of the City as the Owner of any lots in the Development nor shall any other Owner of a lot be liable for the acts or omissions of the City as the Owner of a lot.

7.5. Insurance. Each Owner shall maintain or cause to be maintained in full force and effect comprehensive general liability insurance covering its legal liability in connection with claims incurred upon or about its lot(s) and within any improvements constructed thereon. Such insurance shall maintain a combined single limit liability of not less than \$3,000,000.00 for bodily or personal injury or death and for property damages arising out of any one occurrence; such limits shall be adjusted at least once every ten (10) years in accordance with the cumulative increase in the Consumer Price Index during the preceding period, with coverage rounded to the nearest increment of \$1,000,000.00. Such insurance shall be procured from responsible insurance companies authorized to engage in the business of general liability insurance in the State of Kansas and shall provide for payment of claims on an occurrence basis. Each Owner agrees to promptly furnish to any other Owner requesting the same a certificate of insurance evidencing that the insurance required to be carried by such Owner is in full force and effect. Notwithstanding the foregoing, the City is not required to maintain or cause to be maintained any insurance policy, during any term in which the City owns any lot(s) in the Development. The foregoing statement shall not limit any potential liability of the City as the Owner of any lots in the Development nor shall any other Owner of a lot be liable for the acts or omissions of the City as the Owner of a lot.

7.6. Estoppel. Each Owner shall, at the request of any other Owner(s), execute and deliver reasonable estoppel certificate as may be requested by any other Owner stating that the easements and covenants set forth in this Declaration are in full force and effect (if such is the case and if not, the specific areas of relinquishment of same), that said Owner knows of no violation thereof (if such is the case and if not, what violations exist), and that the requesting Owner is in compliance therewith (if such is the case and if not, the specific areas of non-compliance). In the event any Owner shall fail to deliver such estoppel certificate within twenty (20) days of written request therefore, Owner's silence shall be deemed as Owner's certification to such requesting party that Owner knows of no existing defaults under this Declaration.

7.7. Notice.

7.7.1. Form. All notices required or desired to be given hereunder shall be in writing and shall be (i) delivered by nationally recognized overnight delivery service; (ii) facsimile (with follow up within one (1) business day by United States Mail); or (iii) delivered in person, in each case if addressed to the parties set forth.

If to the City:

City Manager
806 N. Second Avenue
Dodge City, Kansas 67801
Telephone: 620.225.8100

With a copy to:

City Clerk
806 N. Second Avenue
Dodge City, Kansas 67801
Telephone: 620.225.8100

With a copy to:

Todd A. LaSala, Esq.
Stinson Leonard Street LLP
1201 Walnut St, Ste. 2600
Kansas City, Missouri 64106
Telephone: 816.842.8600

7.7.2. Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owners, which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

7.8. Headings. The headings herein are inserted only as a matter of convenience and for reference and in no way define, limit, or describe the scope or intent of this document nor in any way affect the terms and provisions hereof.

7.9. Entire Agreement. This Declaration constituted the entire agreement by the Parties. This Declaration, once executed and delivered, shall not be modified or altered in any respect except by a writing executed and delivered in the same manner as required by this document.

7.10. Relationship. The City shall not, in any event, be deemed to be a partner or joint venture of any third-party Owner hereunder in the conduct of its business. The relationship of the parties hereto shall at all times be solely that of City and Owner.

7.11 Governing Law. These covenants and restrictions shall be governed by and construed by the laws of Kansas.

7.12. Counterparts. This Declaration may be executed in counterparts, and when taken together, shall represent one (1) original document notwithstanding the fact that all parties are not signatories to the same original document.

[Remainder of page intentionally left blank. Signatures on following pages]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the Effective Date.

THE CITY:

THE CITY OF DODGE CITY, KANSAS

By: E. Kent Smoll
E. Kent Smoll, Mayor

STATE OF KANSAS)
) SS.
COUNTY OF FORD)

This instrument was acknowledged before me on February 22, 2018, by E. Kent Smoll as Mayor of Dodge City, Kansas.

Printed Name: Connie Marquez
Notary Public in and for said State
Commissioned in Ford County

My commission expires

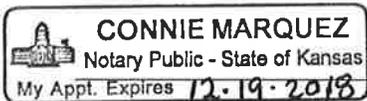


EXHIBIT B-1 THE SUTHERLANDS SITE - MAP

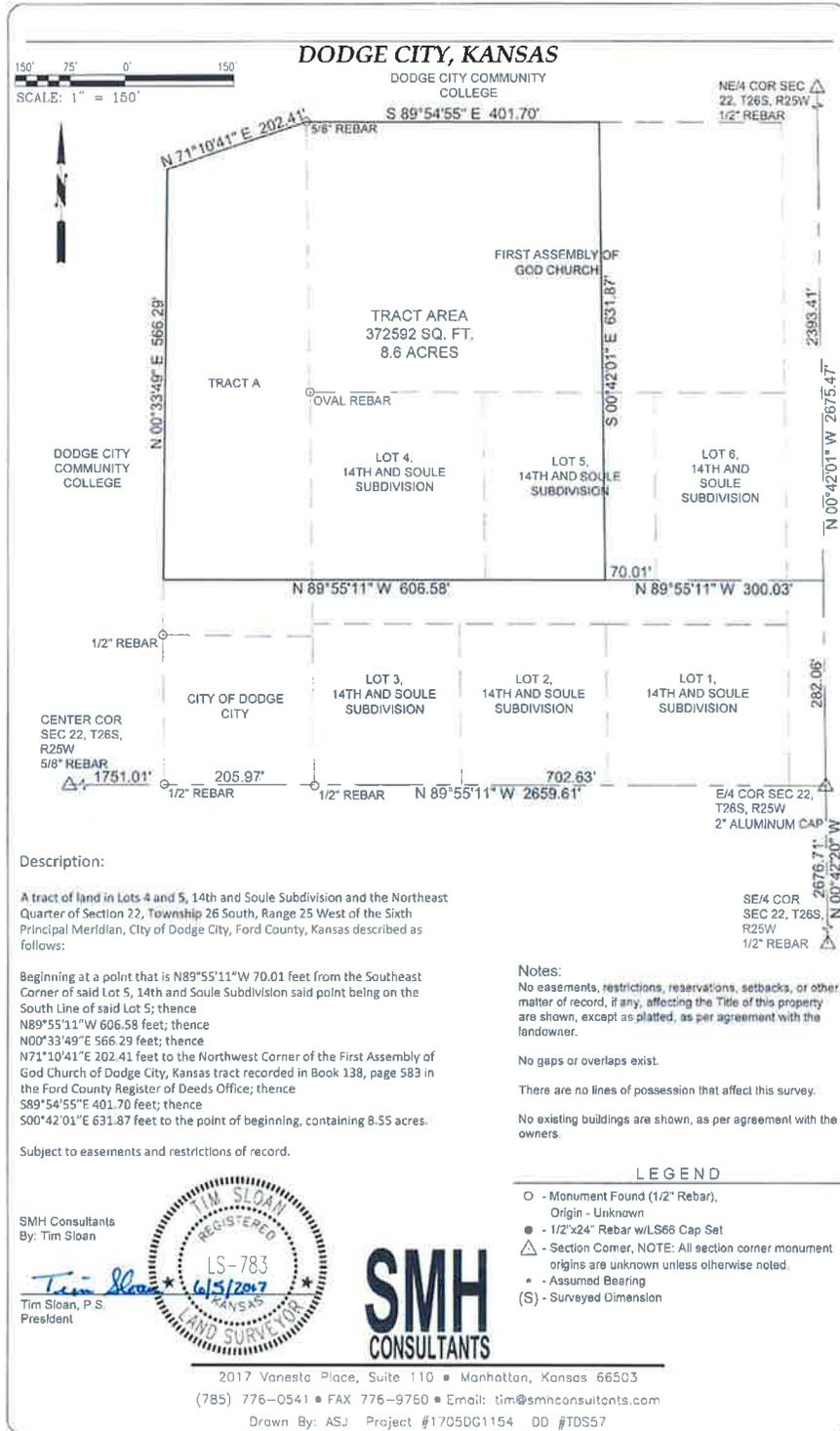


EXHIBIT B-2
THE SUTHERLANDS SITE – LEGAL DESCRIPTION

Lot 1, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof, also described as follows:

Beginning at a point that is N89°55'11"W 70.01 feet from the Southeast Corner of said Lot 5, 14th and Soule Subdivision said point being on the South Line of said Lot 5; thence N89°55'11"W 606.8 feet; thence N00°33'49"E 566.29 feet; thence N71°10'41"E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence S89°54'55"E 401.70 feet; thence S00°42'01"E 631.87 feet to the point of beginning, containing 8.55 acres.

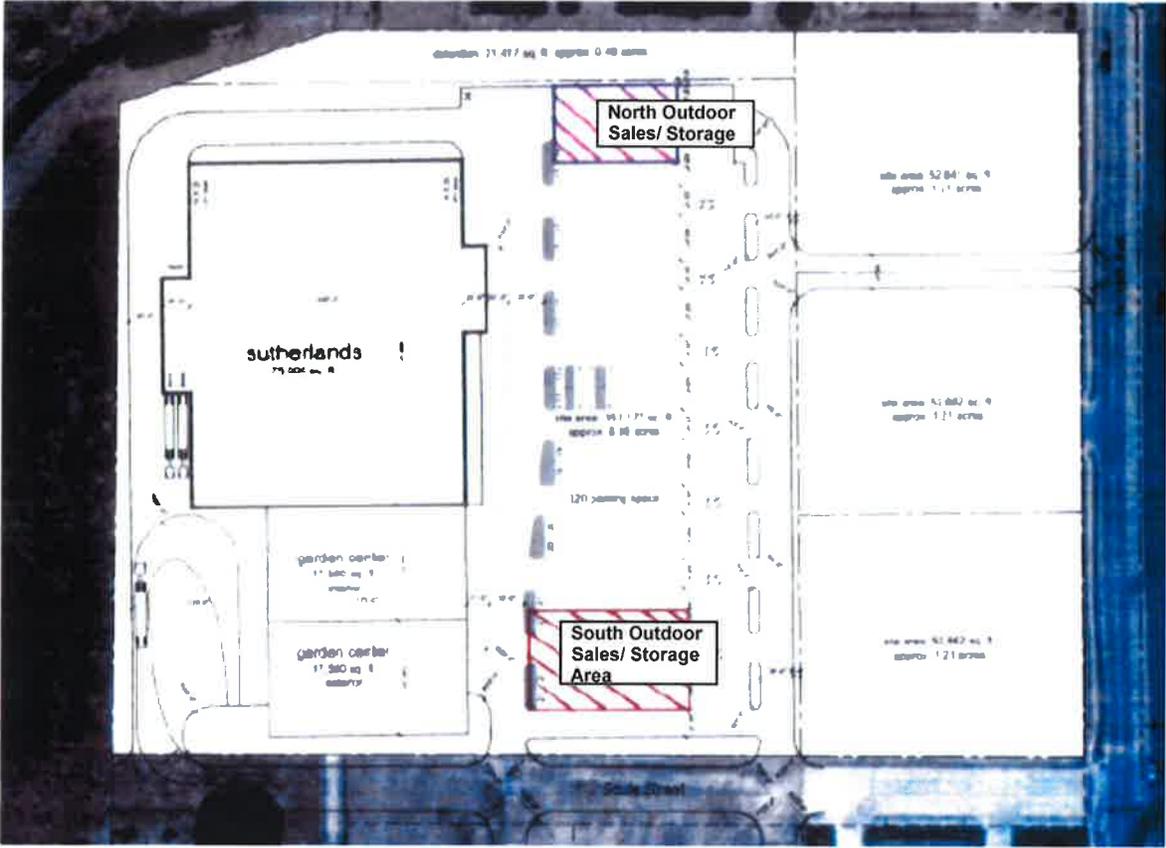
EXHIBIT C
PAD LOTS – LEGAL DESCRIPTION

Lot 2, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

Lot 3, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

Lot 4, Final Plat, 14th and Soule Subdivision, Unit Two, an Addition, City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

EXHIBIT D
CONCEPT PLAN



**FIRST AMENDMENT TO SUTHERLANDS
DEVELOPMENT AGREEMENT**

THIS FIRST AMENDMENT TO SUTHERLANDS DEVELOPMENT AGREEMENT (the "**Amendment**") is made as of _____, 2018, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation duly organized under the laws of the State of Kansas (the "**City**") and **SUTHERLANDS HIGH PLAINS, LLC**, a Kansas limited liability company ("**Developer**").

RECITALS:

A. The City and Developer entered into that certain Sutherlands Development Agreement dated as of July 6, 2017 (the "**Original Agreement**"). All capitalized terms which are not otherwise defined herein shall have the meanings assigned to them in the Original Agreement.

B. The City holds (and/or is in the process of obtaining) option(s) to acquire certain real property situated in Ford County, Kansas as shown on the map attached hereto as **Exhibit A-1** and as more legally described on **Exhibit A-2** attached to (the "**Site**").

C. On March 19, 2012, pursuant to the STAR Bonds Financing Act, K.S.A. 12-17,160 *et seq.*, as amended (the "**STAR Bond Act**"), the City approved a STAR Bond Project District (the "**Original STAR Bond District**") by passage of Ordinance No. 3527. The Original STAR Bond District did not include the Site. However, subsequent modifications to the Original STAR Bond District now include the Site in the revised STAR Bond District, which is referred to as the "**District**" or "**STAR Bond District**" in the Original Agreement.

D. At the time of execution of the Original Agreement, the parties anticipated that Sales Tax Special Obligation Revenue Bonds (the Power Center Area Project Area 1) Special Series 2017 (the "**STAR Bonds**") might initially be purchased in a privately-placed issue with the proceeds thereof being disbursed into an escrow on or before June 30, 2017 (referred to as an "**Escrow Closing**" in the Original Agreement), and that said STAR Bonds might thereafter be refinanced and reissued publicly or privately (the "**Bond Closing**").

E. The Original Agreement also contemplated that the Escrow Closing or the Bond Closing would occur prior to, or contemporaneously with Sutherlands' closing on the acquisition of the Site (the "**Closing**" as defined in Section 5.1 of the Original Agreement). However, the parties now agree that an Escrow Closing will not be necessary, and that the City has issued or will issue temporary notes, issue other obligations or provide financing from other City sources in the amount of \$1,742,400 (the "**Temp Notes**") will be issued by the City prior to the Closing on the Site, which Temp Notes may be refinanced or reimbursed by STAR Bond Proceeds at a Bond Closing which is currently anticipated to take place in the first or second quarter of 2018.

F. The parties now desire to amend certain provisions in the Original Agreement in order to, among other things, remove the Escrow Closing concept and provide for the Temporary Notes, and provide that Developer will not require STAR Bonds to be issued, sold or delivered as a condition to proceed with its Closing on the Site or construction and operation of the Project as long as the City issues the Temp Notes and makes the proceeds of the Temp Notes available to Developer pursuant to the terms of Section 4.7 of the Agreement (as amended below).

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree to amend the Aspen Square Agreement as follows:

1. **Nature of the First Amendment.** In connection with this First Amendment to Sutherlands Development Agreement, the parties hereby agree as follows:

(a) **References.** The Original Agreement as modified by this Amendment shall be referred to as the "Agreement."

(b) **Other Terms.** All other terms and provisions of the Original Agreement not amended hereby, shall remain in full force and effect. In the event of any inconsistency between the terms of this Amendment and the Original Agreement, the terms of this Amendment shall govern and control.

(c) **Agreement to Remain in Effect.** Subject to Section 1(b) above, the Agreement as herein amended shall be and remain in full force and effect in accordance with the terms thereof. References in the Original Agreement to "the Agreement" or "this Agreement" shall be deemed to mean the Original Agreement as amended by this Amendment.

(d) **Severability.** It is the intent of the parties that the provisions of this Amendment shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Amendment or any word, phrase, clause or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified deleted or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Amendment as modified, enforceable and the balance of this Amendment shall not be affected thereby, the balance being construed as severable and independent.

(e) **Capitalized Terms.** Capitalized terms used but not defined in this Amendment shall have the respective meanings set forth in the Original Agreement.

(f) **Incorporation of Recitals.** The parties hereby understand and agree that the Recitals set forth above are hereby incorporated as though more fully set forth herein.

2. **Modification of Recital F.** Recital F of the Agreement is hereby modified and amended to read as follows:

F. The parties anticipate that Sales Tax Special Obligation Revenue Bonds (the Power Center Area Project Area 1) Special Series 2017 (the "STAR Bonds") will be issued sold and delivered publicly or privately following closing on the Site ("Closing" as defined in Section 5.1 below) (the "Bond Closing"), as further described in Section 4.2.

3. **Modification of Conditions.** Article 3 of the Agreement is hereby deleted in its entirety and replaced with the following:

ARTICLE 3

CONDITIONS

3.1 Conditions.

(a) Conditions for Closing on the Site. Neither party shall be obligated to proceed to Closing unless and until each of the following conditions and requirements has been satisfied in full, and in the event such conditions and requirements are not satisfied in full, either party may at its election by written notice to the other party terminate this Agreement:

(i) Platting, Planning, and Zoning. The City shall have completed any subdivision, platting, planning, and zoning of the Site to allow for the uses described in Section 2.3 above and design of the Project to Sutherlands' sole satisfaction, and Sutherlands shall have satisfied itself that such actions have been completed to its satisfaction.

(ii) ECRs. The City, Sutherlands and any other interested parties shall have approved, in their respective sole discretion, the rights, easements, obligations and terms and conditions of (a) the ECRs which are to be recorded at Closing against the Site, including easements for access to public thoroughfares needed by Sutherlands as required for use or operation of the Project, and cross access easements for parking for the pad sites and other retail uses within Power Center Project Area 1, (b) signage for Sutherlands in accordance with an agreement to be negotiated by the parties and executed at Closing, and (c) reasonable controls regarding blocking visibility or access of the Project by outlot structures (collectively, the "ECRs").

(iii) Inspection. The City shall allow Sutherlands access to the Site for purposes of inspecting the Site, including the right to non-invasive testing of same (the "Investigations"); provided however that (a) Sutherlands must schedule such Investigations with the City, (b) Sutherlands will maintain the results of any such Investigations confidential, except to such third-party consultants, lenders, investors or attorneys as reasonably necessary to advise Sutherlands with regard to the Investigations, (c) Sutherlands shall repair any and all damage caused by the Investigations, and shall restore the Site to the condition they were in prior to such Investigations, and (d) Sutherlands agrees to indemnify and hold the Third Party Owners, the City, its agents, officers, contractors and employees harmless from any and all injuries, losses, liens, claims, judgments, liabilities, costs actually incurred, expenses or damages (including reasonable attorneys' fees and court costs) sustained by or threatened against the Third Party Owners and/or the City which result from or arise out of any Investigations by Sutherlands or its authorized representatives pursuant to this section. Notwithstanding any provision herein to the contrary, the indemnity contained in the preceding sentence shall survive the termination of this Agreement or the Closing. If Sutherlands is not satisfied in all respects as to the condition of the Site in its sole discretion, including, but not limited to, the costs to develop the Site as contemplated herein, then Sutherlands shall have the right, exercisable by written notice given to the City on or before the Closing, to terminate this Agreement. In the event that Sutherlands shall elect not to exercise its right to terminate this Agreement pursuant to this Section 3 before the Closing, Sutherlands shall be deemed to have waived this condition and accepted and acquired the Site "as is, where is," subject only to the City's express obligations to deliver the Site in the condition described in Section 2.2(b) above and the City's obligation to abide by the other terms of this Agreement. Except as to representations provided in this Agreement, Sutherlands agrees that it is relying solely on its own investigation of the Site and not on any information provided or to be provided by the City, its officers, or agents and that if Sutherlands does not exercise its right to cancel and terminate under this Section then with regard to any obligation of the City, subject to any representations or City obligations in this Agreement, Sutherlands shall be deemed and considered to be fully and completely satisfied with the Site and all parts and aspects thereof.

(iv) Third Party Parcel Acquisitions. The City shall have obtained options to purchase the parcels that comprise the Site from the Third Party Owners and the City shall have further assigned its unconditional rights to acquire the Site to Sutherlands on terms satisfactory to the City and Sutherlands, in their sole discretion.

(v) Title/Survey Review. The City, at its cost which shall be reimbursable with STAR Bond Proceeds shall provide to Sutherlands copies of a commitment for title insurance (a "Title Commitment") for the Site together with copies of Schedule B exception documents disclosed therein from High Plains Land and Title Company (the "Title Company") which said Title Commitment shall show Sutherlands as the proposed insured and commit to deliver a title policy to Sutherlands, at Closing in an amount equal to, the Purchase Price plus the amount of Sutherlands' Private Contribution, insuring good and marketable title to the Site. In addition, the City shall deliver a current ALTA Survey of the Site to Sutherlands with such Table A items required by Sutherlands in its sole discretion. Both the Title Commitment and the Survey for each Site Parcel may be provided by the Third Party Owners, if applicable. Sutherlands may, on or before a date not later than thirty (30) days following the receipt of a complete Title Commitment and Survey for the entirety of the Site, notify the City in writing of any objections Sutherlands has to the Title Commitment or Survey ("Title Objection Date"). Any matters to which Sutherlands does not object in writing prior to the Title Objection Date shall be considered to be "Permitted Encumbrances." With regard to any items to which Sutherlands does timely object, the City shall (1) notify the applicable Third Party Owners of any such objections, respectively, and (2) notify Sutherlands whether or not such Third Party Owner(s) and/or the City, if applicable, will agree to cure said objection. Within ten (10) business days of any such notices to Sutherlands as to whether or not the title objections will be cured, Sutherlands shall have the right, exercisable by written notice given to the City to terminate this Agreement. If Sutherlands does not exercise this right of termination, then any liens, encumbrances or other title matters shown on said Title Commitment or survey shall be considered to be Permitted Encumbrances.

(vi) Issuance of Temporary Notes. The City shall have issued temporary notes, issued other obligations or provided financing from other City sources in the amount of the STAR Bond Cap (the "Temp Notes"), which must be placed in escrow ~~in the STAR Bond Revenue Fund~~ and be made available to repay Sutherlands for Eligible STAR Bond Expenses in accordance with this Agreement. These Temp Notes may be refinanced or reimbursed with STAR Bond Proceeds at Bond Closing.

(vii) Intentionally deleted - no longer applicable.

(viii) CID Approvals. The CID shall be approved by the City in accordance with the terms generally described in Recital J above and as more particularly set forth in Section 4.6 below.

(ix) Demo, Grading and Utility Plan. The City and Sutherlands shall have mutually agreed on a plan including a schedule and obligations of the City for demolition, clearing and providing utilities and streets to all of Power Center Project Area 1, including the Site.

(x) General Contractor and Construction Documents. Sutherlands shall have selected a General Contractor, and provided a copy of its Construction Documents to the City for review, which Construction Documents shall be in compliance with the terms and conditions of Section 6.3 below, and approved by the City to Sutherlands' reasonable satisfaction.

(b) Conditions for Bond Closing. Neither party shall be obligated to proceed to Bond Closing unless and until each of the following conditions and requirements has been satisfied in full, and in the event such conditions and requirements are not satisfied in full, either party may at its election by written notice to the other party terminate this Agreement:

(i) Approval of Project Plan. The City and the State have approved the Project Plan.

(ii) STAR Bond Issuance. STAR Bond Proceeds in the amount of the STAR Bond Cap must be placed in escrow in the STAR Bond Revenue Fund and be made available to repay Eligible STAR Bond Expenses in accordance with this Agreement.

3.2 Termination. Upon any such termination of this Agreement pursuant to Article 33.1(a) hereof, this Agreement shall terminate, and, except as specifically set forth herein, the parties hereto shall have no further duty or obligation hereunder and without limiting the generality of the foregoing, Sutherlands shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby, and the City shall be solely liable and responsible for all costs and expenses incurred by it with respect to this Agreement and the transactions contemplated hereby.

3.3 Waiver of Conditions. If any of the conditions set forth in Section 3.1(a) are not satisfied and the City and Sutherlands nonetheless have a Closing of the transaction described herein as set forth in Section 5.1 below, both the City and Sutherlands shall be deemed to be satisfied as to the conditions in Section 3.1(a) hereof and any corresponding provisions of this Agreement and shall be deemed to have waived the same.

4. Modification of Section 4.2(a) re: Amount of STAR Bonds. Section 4.2(a) shall be deleted in its entirety and replaced with the following:

(a) Amount of STAR Bonds. Initially, it is contemplated that the City has issued Temp Notes to advance funds to Developer for Eligible STAR Bond Expenses that will ultimately be reimbursed with STAR Bond Proceeds following a Bond Closing. However, in no event shall Sutherlands be obligated to close on the Site or commence construction on the Improvements unless and until the Temp Notes in an amount equal to the STAR Bond Cap are in escrow and available for repayment of the Eligible STAR Bonds Expenses (as defined below) as described in Section 3.1(a)(vi) above. The Eligible STAR Bond Expenses shall be privately funded and advanced by Sutherlands until such time that the conditions set forth in Section 4.7 below have been fully satisfied. Following the Bond Closing and satisfaction of the conditions in Section 4.7 below, Sutherlands shall be entitled to an amount not to exceed One Million Seven Hundred Forty Two Thousand Four Hundred and No/100 Dollars (\$1,742,400) of net STAR Bond Proceeds (the “STAR Bond Cap”). The parties hereby understand and agree that if a Bond Closing does not occur prior to the satisfaction of the conditions in Section 4.7 below, Sutherlands will be reimbursed for its Eligible STAR Bond Expenses with the proceeds of the Temp Notes (which may ultimately be refinanced, reimbursed and/or refunded with STAR Bond Proceeds). All disbursements of STAR Bond Proceeds shall be made to pay Project Costs which are (i) eligible for payment or reimbursement pursuant to the STAR Bond Act, and (ii) agreed-upon by the parties and identified on Exhibit H attached hereto (the “Eligible STAR Bond Expenses”). The parties hereby understand that references herein to “net” STAR Bond proceeds means the principal amount of the applicable STAR Bonds, less all costs of issuance including any underwriter’s discount, and less any amounts allocated to bond reserves.

5. Modifications to Section 4.4 re: Issuance of Obligations.

(a) The introductory paragraph of Section 4.4 shall be deleted in its entirety and replaced with the following:

4.4 Issuance of Obligations. The City has issued Temp Notes for the Project and that the City may subsequently authorize the refinancing issuance or reimbursement of the Temp Notes with STAR Bonds in a public sale or a private placement at the Bond Closing as provided for under Applicable Laws and Requirements, including without limitation the STAR Bond Act. The parties further agree that the following terms and conditions shall apply to the Bond Closing:

(b) The introductory paragraph of subsection (d) of Section 4.4 shall be deleted in its entirety and replaced with the following:

(d) Conditions. Additionally, issuance of any STAR Bonds shall be conditioned upon Sutherlands complying with the terms of this Agreement and the following conditions, and Sutherlands hereby agrees to work with the City in good faith to satisfy the following conditions:

6. **Modification of Section 4.7 re: Conditions Precedent to Reimbursement**. Section 4.7 is hereby deleted in its entirety and replaced with the following:

4.7 Conditions Precedent to Payment or Reimbursement from Temp Notes, STAR Bonds and Pay-As-You-Go CID Financing. Sutherlands hereby understands and agrees that it shall not receive any reimbursements for Project Costs from Temp Notes, STAR Bonds and Pay-As-You-Go CID Financing, unless and until the conditions precedent set forth below have been fully satisfied as determined by the City in its sole reasonable discretion:

(a) In accordance with Section 4.3 hereof, the City has approved Certificates of Expenditure for all such Project Costs;

(b) Sutherlands shall be in full compliance with the terms and conditions of this Agreement and shall not be in default hereunder, nor shall there be conditions, actions or omissions of Sutherlands which will, with the passage of time, become occurrences of default hereunder; and

(c) The Project shall be substantially completed, fully stocked and open for business on the Site.

7. **Modification of Section 5.1 re: Outside Date**. The last sentence of Section 5.1 is hereby deleted in its entirety and replaced with the following:

Notwithstanding anything herein to the contrary, Closing must occur on or before March 31, 2018 (the "Outside Date"), or either party shall have the right to terminate this Agreement upon written notice to the other party.

8. **Modification of Section 2.2(b) re: Demolition and Clearing Work**. The following new language will be added to the end of Section 2.2(b):

The parties further agree as follows:

(i) The City shall be obligated to remove approximately 390 feet of the existing water line located on the Site, as generally shown on Exhibit I hereto, that shall run under the Sutherlands proposed building; the City and Sutherlands agree to cooperate regarding the specific technical requirements of such removal. The City shall cap any remaining water line located on the Site after such removal and neither party shall be obligated to remove any further part of such water line.

(ii) The parties also understand and agree that a portion of the First Assembly of God Church encroaches onto a small northeast portion of the Site (the "Encroachment Property"), and that such encroachment will remain in place at Closing. However, the City agrees that it will, after Closing and at the City's sole cost and expense, demolish the encroachment, as well as clearing, grading and paving the Encroachment Property to reasonably match the paving surface of the balance of the Site, as improved by Sutherlands (the "Encroachment Work"). The City shall commence the Encroachment Work on or before April 19, 2019, and the City shall complete such Encroachment Work on or before July 31, 2019. Notwithstanding the foregoing, if the First Assembly of God Church has vacated and abandoned the Encroachment Property prior to March 31, 2019, and Sutherlands wants the Encroachment Work to occur prior to the schedule set forth in the prior sentence, Sutherlands may, in its sole discretion and at Sutherlands' sole cost and expense, self-perform the Sutherlands Work in which case the City will be relieved of the obligation to perform or pay for the Encroachment Work.

9. **Modification of Section 7.2(d)**. The parties agree that Section 7.2(d) shall be deleted in its entirety and replaced with the following:

(d) Sutherlands hereby agrees that its outside display and storage area (collectively, the "**Outdoor Sales/Storage Areas**") shall be limited to the areas shown on the revised **Exhibit N** attached to that certain First Amendment to Sutherlands Development Agreement between Sutherlands and the City ("**Exhibit N (Amended – 2018)**") and Sutherlands shall at all times keep the same in good condition and repair, so that all such outside display and storage areas shall be sightly and consistent with first-class retail standards for similar home improvement stores. Further, Sutherlands agrees to the following:

(i) The southern Outdoor Sales/Storage Area, which is labeled the "**South Outdoor Sales/Storage Area**" on **Exhibit N (Amended – 2018)** shall be the primary Outdoor Sales/Storage Area due to its proximity to the garden center on the Site and such South Outdoor Sales/Storage Area shall generally display seasonal lawn and garden materials such as live goods (i.e. bedding plants, bushes, etc.), bagged landscaping materials, hardscape pavers/stone and other similar border and landscape type materials. This South Outdoor Sales/Storage Area shall be delineated from the main parking area using temporary and portable, but attractive, materials such as horizontal split rail or landscape timbers and concrete blocks.

(ii) The northern Outdoor Sales/Storage Area, which is labeled the "**North Outdoor Sales/Storage Area**" on **Exhibit N (Amended – 2018)** shall be secondary and supplemental to the South Outdoor Sales/Storage Area as necessary from time to time. The North Outdoor Sales/Storage Area shall be generally used for same product outlined in subsection (i) above and for bulk landscape materials such as mulch, soil, etc. If and to the extent that this North Outdoor Sales/Storage Area shall be used from time to time, it shall be attractively screened with fencing or plant material along the northern edge of the Site along the detention area to limit visibility from the property located to the north.

10. **New and Modified Definitions**. The parties hereby understand and agree that as a result of Amendment, certain defined terms in the Agreement need to be modified and new defined terms must be added to the Annex of Definitions attached thereto. Accordingly the parties agree that the defined terms set forth on **Annex 2** attached hereto shall be incorporated into the Annex of Definitions.

11. **Miscellaneous**. In connection with this Amendment, the parties hereby agree as follows:

(a) In any subsequent court action in which the validity or the effect of this Amendment is at issue, the party prevailing in such action shall be entitled to its costs, expenses and reasonable attorney's fees in prosecuting or defending such action.

(b) The parties hereto declare and represent that no promises, inducements or agreements not herein expressed have been made, that this Amendment contains the entire agreement between the parties hereto, and that the terms hereof are contractual and not mere recitals.

(c) This Amendment shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns.

(d) All remedies at law or in equity shall be made available for the enforcement of this Amendment.

(e) This Amendment may be executed in counterparts.

(f) This Amendment shall be construed in accordance with the laws of the State of Kansas.

[Remainder of page intentionally left blank. Signature page immediately follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

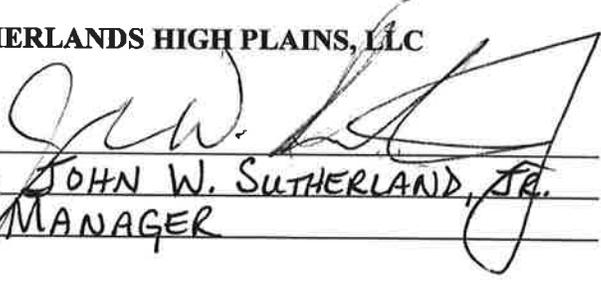
THE CITY:

THE CITY OF DODGE CITY, KANSAS

By: _____
E. Kent Smoll, Mayor

SUTHERLANDS:

SUTHERLANDS HIGH PLAINS, LLC

By: 
Name: JOHN W. SUTHERLAND, JR.
Title: MANAGER

ANNEX 2

Amendments/Additions to Annex of Definitions

“**Amendment**” means the First Amendment to the Sutherlands Development Agreement.

“**Bond Closing**” means the date on which the STAR Bonds are issued, sold, and delivered publicly or privately, as described in Recital F and Section 4.2(a) hereof, whether the same are a refinancing of Temp Notes, or are the first STAR Bonds issued in connection with the Project.

“**Encroachment Property**” means that certain northeast portion of the Site which contains an encroachment by the First Assembly of God Church Building.

“**Encroachment Work**” means the clearing, grading and paving the Encroachment Property to reasonably match the paving surface of the balance of the Site, as set forth in Section 2.2(b).

“**North Outdoor Sales/Storage Area**” means the secondary and supplemental Outdoor Sales/Storage Area which may be used by Sutherlands as necessary from time to time, which North Outdoor Sales/Storage Area shall be generally used for same product outlined in Section 7.2(d)(i) and for bulk landscape materials such as mulch, soil, etc., all as set forth in Section 7.2(d)(ii) and as shown on Exhibit N (Amended- 2018).

“**Outdoor Sale/Storage Areas**” means those certain outside display and storage areas on the Site as referenced in Section 7.2(d), which shall be limited to the areas shown on Exhibit N (Amended – 2018) attached hereto.

“**Permitted Encumbrances**” means any matters in the Title Commitment and/or Survey to which Sutherlands does not object in writing prior to the Title Objection Date as set forth in Section 3.1(a)(v) hereof.

“**South Outdoor Sales/Storage Area**” means the primary Outdoor Sales/Storage Area for the general display of seasonal lawn and garden materials such as live goods (i.e. bedding plants, bushes, etc.), bagged landscaping materials, hardscape pavers/stone and other similar border and landscape type materials as set forth in Section 7.2(d)(i) and as shown on Exhibit N (Amended- 2018).

“**Temp Notes**” means those certain temporary notes or other obligations in the amount of the STAR Bond Cap (the “Temp Notes”), which must be placed in escrow and be made available to repay Sutherlands for Eligible STAR Bond Expenses in accordance with Section 3.1(a)(vi) of the Agreement.

“**Title Commitment**” means a commitment of title insurance for the Site, to be issued to Sutherlands by the Title Company, as described in Section 3.1(a)(v) hereof.

“**Title Company**” means High Plains Land and Title Company as referenced in Section 3.1(a)(v) hereof.

“**Title Objection Date**” means the deadline for Sutherlands to submit Title Objections to the City as set forth in Section 3.1(a)(v) hereof.

“**Title Objections**” means the written objections to the Title Commitment and Survey to be provided by Sutherlands to the City as set forth in Section 3.1(a)(v) hereof.

EXHIBIT A-2
THE SITE - LEGAL DESCRIPTION

Description:

A tract of land in Lots 4 and 5, 14th and Soule Subdivision and the Northeast Quarter of Section 22, Township 26 South, Range 25 West of the Sixth Principal Meridian, City of Dodge City, Ford County, Kansas described as follows:

Beginning at a point that is N89°55'11"W 70.01 feet from the Southeast Corner of said Lot 5, 14th and Soule Subdivision said point being on the South Line of said Lot 5; thence
N89°55'11"W 606.8 feet; thence
N00°33'49"E 566.29 feet; thence
N71°10'41"E 202.41 feet to the Northwest Corner of the First Assembly of God Church of Dodge City, Kansas tract recorded in Book 138, page 583 in the Ford County Register of Deeds Office; thence
S89°54'55"E 401.70 feet; thence
S00°42'01"E 631.87 feet to the point of beginning, containing 8.55 acres.

Exhibit I

Water Line Removal

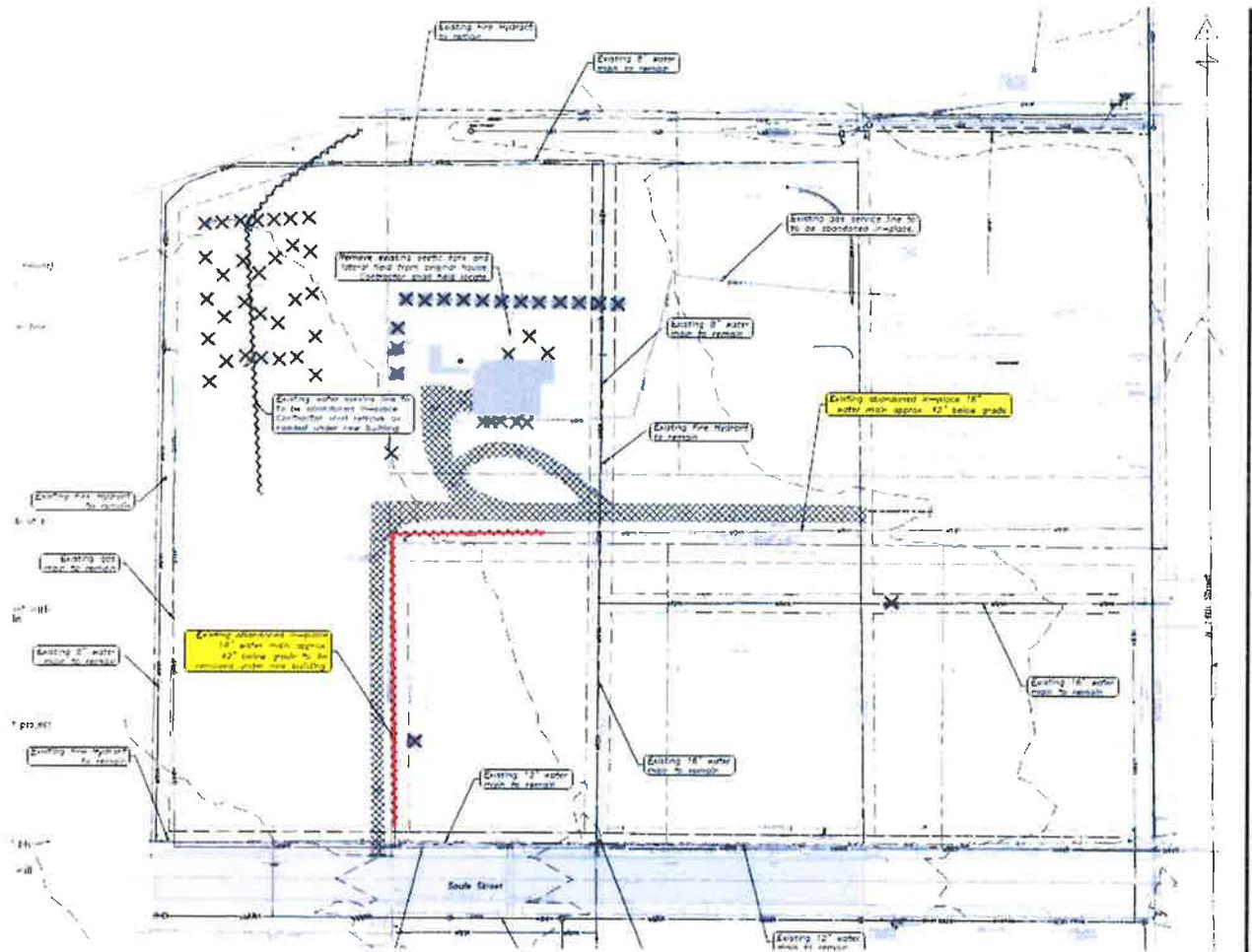
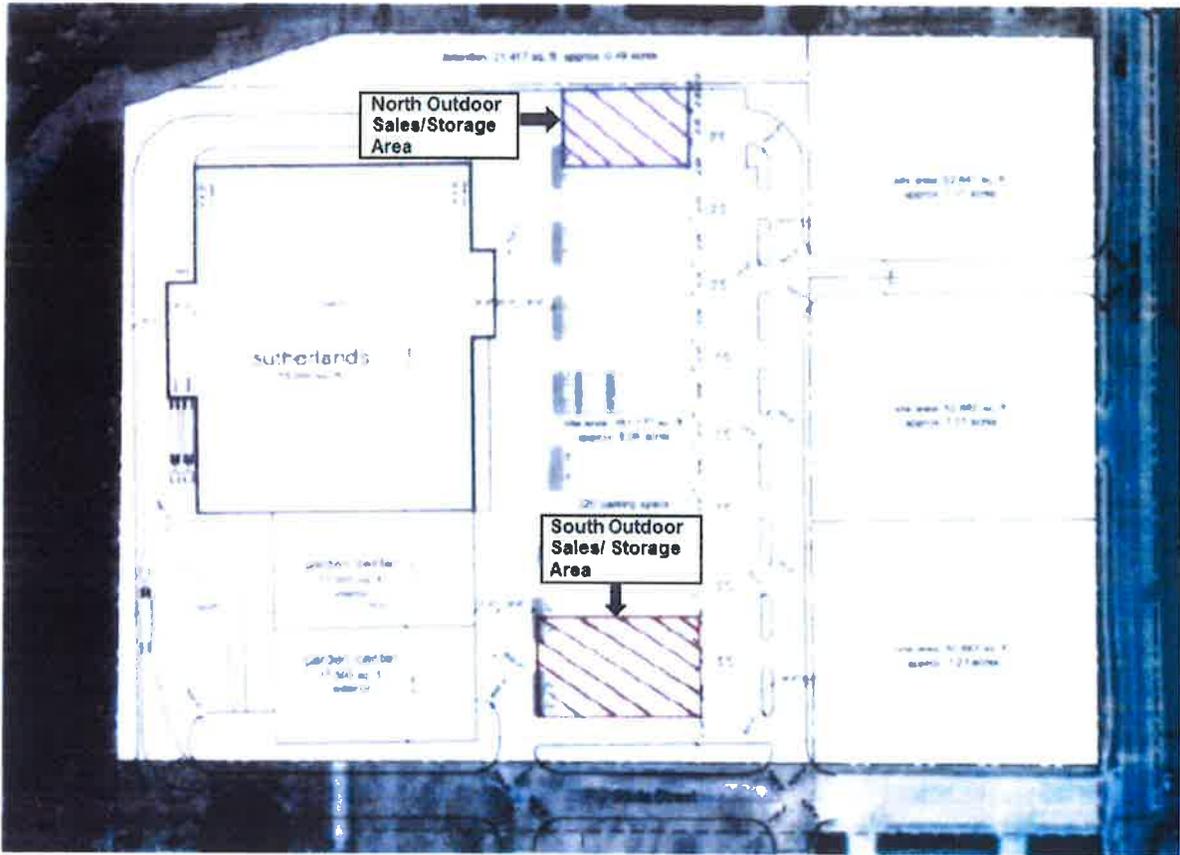


Exhibit N (Amended – 2018)



Memorandum

*To: City Manager
City Commissioners
From: Nathan Littrell
Date: March 5, 2018
Subject: Annexation of Property –
2401 E. Trail St.
Agenda Item: Ordinance No. 3680*

Recommendation: City staff recommends approval of this annexation ordinance.

Background: Maria Calel Tzep, owner of the property located at 2401 E. Trail St., has petitioned the City to be annexed.

Justification: This is a petitioned annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Ordinance No. 3680, petition and maps showing the proposed area.

ORDINANCE NO. 3680

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY OF 2401 EAST TRAIL STREET, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

A tract of land in the Northeast Quarter of Section 31, Township 26 South, Range 24 West of the Sixth Principal Meridian, Ford County, Kansas more particularly described as:

Beginning a distance of 651 feet West of the Southeast Corner of the Northeast Quarter of said Section; Thence West a distance of 138 feet; Thence North a distance of 951.45 feet; Thence Southeasterly along the South Right-of-Way of East Trail St., a distance of 142 feet; Thence South 922.02 feet to Point of Beginning, approximately 2.98 acres.

SECTION 2: The property annexed is currently zoned A, "Agricultural" and will be designated RS, Residential Suburban", in accordance with the Dodge City Zoning Regulations.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

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

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

KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

**BEFORE THE CITY COMMISSION OF THE CITY OF DODGE CITY, KANSAS
PETITION FOR ANNEXATION OF CERTAIN REAL ESTATE**

COMES NOW Maria Calel Tzep hereby petitions the City Commission of the City of Dodge, Kansas to annex into the City of Dodge City, Kansas certain real estate owned by them and more specifically described herein:

In support of the Petition, Maria Calel Tzep alleges and states:

1. A tract of land in the Northeast Quarter of Section 31, Township 26 South, Range 24 West of the Sixth Principal Meridian, Ford County, Kansas more particularly described as: Beginning a distance of 651 feet West of the Southeast Corner of the Northeast Quarter of said Section; Thence West a distance of 138 feet; Thence North a distance of 951.45 feet; Thence Southeasterly along the South Right-of-Way of East Trail St., a distance of 142 feet; Thence South 922.02 feet to Point of Beginning, approximately 2.98 acres.
2. The above described property adjoins the City;
3. That due to use of said property and the desirability of City services to said property, it is mutually desirable the said described property be annexed into to the City of Dodge City, Kansas;
4. That pursuant to the provisions of K.S.A. 12-520(a)(f), Maria Calel Tzep hereby requests that resolution, notice and public hearing in connection with this request be waived and that the matter proceed before the City Commission for its action;

Respectfully submitted,

MARIA CALEL TZEP

Maria Calel Tzep

STATE OF KANSAS)

) SS

COUNTY OF FORD)

BE IT REMEMBERED, That on this 5th day of December 2017, before me, a notary public in and said county and state, came the above mentioned landowner to me personally known to be the persons who executed the foregoing instrument of writing, and who duly acknowledged the execution of same, in testimony whereof, I have set my hand and affixed my notarial seal the day and year above written.

Jennifer L. Gutierrez
Signature: Notary Public

Jennifer L. Gutierrez
Print Name: Notary Public

My commission expires: 2-11-21



Butter &
Egg Rd.

Hwy. 56/283

E. Trail St.

E. Trail St.

U.S. Hwy. 400



**Proposed
Annexation**
-
2.98 Acres

Hwy. 56/283/400

 City Limits

Memorandum

*To: City Manager
City Commissioners*
From: Nathan Littrell
Date: March 5, 2018
*Subject: Annexation of Property –
2800 Ave. A*
Agenda Item: Ordinance No. 3681

Recommendation: City staff recommends approval of this annexation ordinance.

Background: Kurt Kliesen, owner of the property located at 2800 Ave. A, has petitioned the City to be annexed.

Justification: This is a petitioned annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: None

Legal Considerations: None

Attachments: Ordinance No. 3680, petition and map showing the proposed area.

ORDINANCE NO. 3681

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY OF 2800 NORTH AVENUE A, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

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 more particularly described as:

Beginning at a point on the south line of Saint Joseph Street, said point being the northwest corner of Wagon Wheel Unit Two; thence West along the said south line of Saint Joseph Street extended to the west line of Section 13, Township 26 South, Range 25 West, being the centerline of Avenue "A"; thence South along the west line of said Section 13 to a point on the extended north line of Wagon Wheel Addition Unit One; thence East along the north line of said Wagon Wheel Addition Unit One for a distance of 511.5 feet to the northeast corner thereof being the west line of Wagon Wheel Addition Unit Two; thence North along the west line of Said Wagon Wheel Unit Two to the point of beginning, excluding the Ave. A Right-Of-Way, approximately 5.90 acres.

SECTION 2: The property will be designated AG, Agricultural upon annexation.

SECTION 3: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

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

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

KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



Barbara Ln. W.

Sue Dr.

Anna Ave.

Plains St.

Saint Joseph St.

Crestview Dr.

Crestview Dr.

Barbara Ln. E.

**Proposed
Annexation**
-
5.9 Acres

Anna Ct.

Kent St.

Maralane Ave.

Dillon Cir.

Shirlane St.

Corral Way

Anna Ave.

Donedda Ave.

Mellane St.

W. Frontview Rd.

E. Frontview Rd.

Kliesen St.

Central Ave.

U.S. Hwy. 50



Memorandum

*To: City Manager
City Commissioners*
From: Ryan Reid
Date: February 26, 2018
Subject: 100' Aerial Fire Truck
Agenda Item: New Business

Recommendation: On February 13th, Staff opened bids for a new 100' Aerial Fire Truck. We had two bidders. The low bidder was Hays Fire Equipment for a Rosenbauer 100' Platform Truck. Staff is recommending we purchase the Rosenbauer truck from Hays Fire for \$934,995. Staff is also requesting approval to get bids for financing of this purchase.

The bid tabulation is attached for your review.

Background: This type of truck goes out on every commercial alarm call. This vehicle is a first out commercial fire response unit and is a mainstay of the fire fleet. The current truck is a 75' ladder truck and is twenty four years old.

Justification: The current aerial truck is a Smeal 75' ladder truck. The additional length on the new truck will allow DCFD to better perform their mission as new construction has added taller and denser building complexes to our community. The old truck will continue to be used a backup for as long as it can pass the certifications/testing.

Financial Considerations:

This is a budgeted purchase. \$1,500,000 is budgeted for this purchase.

Attachments: Bid Tabulation

Bid Tab
 100' Aerial Fire Truck
 Bid Opening: 2018 02 13

Vendor	Manufacturer	\$	Notes
Conrad Fire Equipment	Pierce	\$ 1,218,542.00	As bid (with exceptions)
	Pierce	\$ 1,187,971.00	Stock unit
Hays Fire Equipment	Rosenbauer	\$ 946,414.00	meets most specs, low bid

	Base Price	Discount for Pre Pay Chassis	Our Price
Rosenbauer Truck	\$ 946,414.00	\$ (11,419.00)	934,995.00



Rosenbauer 100' Aerial Truck

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery
Director of Engineering Services*

Date: February 27, 2018

*Subject: Quote for Street Lights for 6th Ave.;
ST 1611*

Agenda Item: New Business

Recommendation: Approve the quote from Victory Electric to install 6 LED Street lights along the new 6th Ave. Extension in the amount of \$58,250.00.

Background: This section of 6th Ave. from Ross Blvd. to Cervantes Rd. is currently under construction. The Commission approved the design of the project in 2005 and was put on the shelf to be completed at a later date due to a lack of need and funds to move the project forward. In 2015, it was decided that the extension of Comanche St. from Matt Down Rd. to US50 Highway was not desirable and funds earmarked for the purchase of right-of-way for that extension could be utilized on another project. At that point it was decided that those funds would go towards the extension of 6th Ave. from Ross Blvd. to the City Limits due to continued residential development and an increase in demand for the project. In early 2017 the Commission approved the Rough Grading of the 6th Ave. extension and in July of 2017 approved the construction of the street paving. As with all collectors and arterials in town street lights are provided along the roadway. Staff requested a quote from Victory Electric for the installation of the street lights. Victory Electric and the City also has a program in place where the City pays for the cost of the individual street lights and installation, Victory Electric then bills the City a monthly fee of \$4.71 per light. This fee covers the cost of powering the lights and any maintenance of the street lights from the date of installation forward. The street lights will consist of metal poles and 50 watt LED luminaires.

Justification: The addition of the street lights will help with the visibility along the new extension of 6th Ave.

Financial Considerations: Funding for the Street lights will come from the GOB issued for the completion of 6th Ave. After the completion of the Rough Grading and Paving approximately \$400,000 remains in the GOB. The cost of the street lights will come from these remaining funds.

Purpose/Mission: The completion of this project aligns with the City's core value of ongoing improvement by providing and preparing for the community's future.

Legal Considerations: By approving the quote from Victory Electric the City will be responsible to make payment to Victory Electric for the completed work.

Attachments: A map showing the location and spacing of the Street Lights is attached.

Memorandum

*To: City Manager
City Commissioners*

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

Date: March 1, 2018

*Subject: Soule St. Extension- Paving, Water,
& Sanitary Sewer, CA 1703*

Agenda Item: New Business

Recommendation: Approve the bid from Dick Construction, Inc. for the paving extension of Soule St., along with Water, Sanitary Sewer, and Storm Water Improvements associated with the 14th Ave. & Soule St. Development (Sutherlands Home Improvement Store) in the amount \$673,605.09 pending approval of Sutherlands' GMP. The Engineer's Estimate for the project was \$749,898.50.

Background: With the proposed retail development planned for this area, the installation of City infrastructure is necessary for the development to take place. Staff and the City's design consultant worked with Sutherlands to ensure the proposed infrastructure meets the needs of the City, Sutherland's development and the three out lots along 14th Ave.

Justification: These infrastructure improvements are essential for the planned development of the area.

Financial Considerations: This project will be funded through STAR Bond proceeds.

Purpose/Mission: The completion of this project would align with the City's Core Values of Ongoing Improvement and Working Towards Excellence.

Legal Considerations: By approving the bid from Dick Construction, Inc., the City will enter into a contract with Dick Construction, Inc., and be responsible to make payments to Dick Construction, Inc.

Attachments: Bid Tabulation which includes all the bidders for the project along with the Engineer's Estimate

CITY OF DODGE CITY, KANSAS
BID TABULATION

PROJECT: Soule St. Extension - Paving, Water & Sanitary Sewer
PROJECT #: CA 1703
BID DATE: 2/27/2018

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
SANITARY SEWER					
1	Mobilization	LS	1	\$5,000.00	\$ 5,000.00
2	Construction Staking	LS	1	\$1,000.00	\$ 1,000.00
3	Clearing and Grubbing	LS	1	\$1,500.00	\$ 1,500.00
4	4'-0" Standard Manhole	Each	2	\$4,000.00	\$ 8,000.00
5	Extra Depth Manhole	VF	15.3	\$165.00	\$ 2,524.50
6	8" SDR 26 Sanitary Sewer, Installed	LF	629	\$50.00	\$ 31,450.00
7	6" PVC San. Sewer Lateral, Installed	LF	300	\$35.00	\$ 10,500.00
8	Concrete Encasement	LF	20	\$25.00	\$ 500.00
9	6" Cleanout Riser	Each	3	\$115.00	\$ 345.00
10	6" Plug or Cap	Each	2	\$200.00	\$ 400.00
11	Adjust Manhole	Each	1	\$3,000.00	\$ 3,000.00
12	Connect to Existing 6" Stub	Each	1	\$1,000.00	\$ 1,000.00
13	Connect to Existing Manhole	Each	1	\$2,500.00	\$ 2,500.00
14	Quality Control/Quality Assurance	LS	1	\$1,200.00	\$ 1,200.00
WATERLINE					
15	Mobilization	LS	1	\$5,000.00	\$ 5,000.00
16	Construction Staking	LS	1	\$2,000.00	\$ 2,000.00
17	Clearing and Grubbing	LS	1	\$1,500.00	\$ 1,500.00
18	16" C905 Water Main	LF	945	\$45.00	\$ 42,525.00
16" DIP FITTINGS					
19	16"x16"x16" MJ Tee	Each	4	\$2,000.00	\$ 8,000.00
20	16"x12" MJ Cross	Each	1	\$2,000.00	\$ 2,000.00
21	16" x 8" MJ Reducer	Each	2	\$1,500.00	\$ 3,000.00
22	16" Cap or Plug	Each	2	\$750.00	\$ 1,500.00
23	16" Butterfly Valve	Each	5	\$2,500.00	\$ 12,500.00
24	12" C900 Water Main	LF	184	\$40.00	\$ 7,360.00
12" DIP FITTINGS					
25	12"x8"x12" MJ Tee	Each	1	\$1,000.00	\$ 1,000.00
26	12" Cap or Plug	Each	1	\$750.00	\$ 750.00
27	12" Gate Valve	Each	3	\$2,000.00	\$ 6,000.00
28	12" Gate Valve, City Supplied	Each	1	\$1,250.00	\$ 1,250.00
29	8" C900 Water Main	LF	1344	\$25.00	\$ 33,600.00
8" DIP FITTINGS					
30	8"x8"x8" MJ Tee, City Supplied	Each	1	\$600.00	\$ 600.00
31	8" 90° MJ Bend, City Supplied	Each	1	\$650.00	\$ 650.00
32	6" 45° MJ Bend, City Supplied	Each	1	\$650.00	\$ 650.00
33	8" 22.5° MJ Bend	Each	2	\$750.00	\$ 1,500.00
34	8" Cap or Plug, City Supplied	Each	1	\$400.00	\$ 400.00
35	6" Gate Valve, City Supplied	Each	7	\$1,000.00	\$ 7,000.00
36	6" C900 Water Main	LF	29	\$25.00	\$ 725.00
6" DIP FITTINGS					
37	6"x6"x6" MJ Tee, City Supplied	Each	1	\$500.00	\$ 500.00
38	6" Gate Valve, City Supplied	Each	1	\$750.00	\$ 750.00
39	5-1/2" Fire Hydrant Assembly, City Supplied	Each	5	\$3,000.00	\$ 15,000.00
40	Relocate Fire Hydrant	Each	1	\$5,000.00	\$ 5,000.00
41	Connect to Existing 16" Water Main	Each	2	\$2,500.00	\$ 5,000.00
42	Connect to Existing 12" Water Main	Each	2	\$2,000.00	\$ 4,000.00
43	Connect to Existing 6" Water Main	Each	1	\$1,000.00	\$ 1,000.00
44	Remove Existing 16" Water Main	LF	440	\$35.00	\$ 15,400.00
45	Quality Control/Quality Assurance	LS	1	\$1,200.00	\$ 1,200.00
STREET					
46	Mobilization	LS	1	\$10,000.00	\$ 10,000.00
47	Construction Staking	LS	1	\$4,000.00	\$ 4,000.00
48	Clearing and Grubbing	LS	1	\$5,000.00	\$ 5,000.00
49	Excavation (Unclassified)	CY	4942	\$2.00	\$ 9,884.00
50	Embankment	CY	2484	\$3.50	\$ 8,694.00
51	8" Concrete Pavement (AE)(NRDJ)	SY	2590	\$45.00	\$ 116,550.00
52	8" Colored Stamped Concrete Pavement (AE)(NRDJ)	SY	28	\$65.00	\$ 1,820.00
53	Rem. & Repl. 9" Concrete Pavement (AE)(NRDJ)	SY	16	\$75.00	\$ 1,200.00
54	6" Fly Ash Treated Sub-Grade	SY	3132	\$4.75	\$ 14,877.00
55	30" Std. Curb & Gutter	LF	1003	\$25.00	\$ 25,075.00
56	3' Valley Gutter	LF	192	\$25.00	\$ 4,800.00
57	Type I Sidewalk Ramp	Each	8	\$2,400.00	\$ 19,200.00
58	Type I Sidewalk Ramp w/Truncated Domes	Each	2	\$2,750.00	\$ 5,500.00
59	5'-0"x6" Concrete Sidewalk	SY	666	\$35.00	\$ 23,310.00
60	Rem. & Repl. 5'-0"x6" Sidewalk	SY	208	\$55.00	\$ 11,440.00
61	Landscape Retaining Wall	FF	476	\$25.00	\$ 11,900.00
62	Permanent Street Signage	LS	1	\$1,000.00	\$ 1,000.00
63	Quality Control/Quality Assurance	LS	1	\$2,000.00	\$ 2,000.00
STORM SEWER					
64	30" Nyloplast Drain Basin w/Beehive Grate	Each	1	\$3,000.00	\$ 3,000.00
65	Type 22 Set Back Curb Inlet (10'Lx8'W)	Each	1	\$8,000.00	\$ 8,000.00
66	Type 22 Junction Box (5'Lx5'W)	Each	1	\$4,000.00	\$ 4,000.00
67	Field Inlet (5'Lx3'W)	Each	1	\$4,000.00	\$ 4,000.00
68	Standard 48" Manhole	Each	1	\$3,600.00	\$ 3,600.00
69	60" Storm Manhole	Each	1	\$4,000.00	\$ 4,000.00
70	8" Sch. 40 PVC 45° Bend	Each	1	\$400.00	\$ 400.00
71	8" Sch. 40 PVC Pipe	LF	13	\$20.00	\$ 260.00
72	15" HDPE Pipe	LF	20	\$50.00	\$ 1,000.00
73	24" HDPE Pipe	LF	20	\$60.00	\$ 1,200.00
74	30" HDPE Pipe	LF	317	\$72.00	\$ 22,824.00
75	36" HDPE Pipe	LF	62	\$80.00	\$ 4,960.00
76	42" HDPE Pipe	LF	589	\$97.00	\$ 57,133.00
77	42" RCP	LF	60	\$100.00	\$ 6,000.00
78	30" HDPE End Section	Each	1	\$650.00	\$ 650.00
79	42" RCP Type I End Section	Each	1	\$750.00	\$ 750.00
80	42" End Section w/Energy Dissipators	Each	1	\$4,500.00	\$ 4,500.00
81	Flexamat	SF	1952	\$20.00	\$ 39,040.00
82	Connect to Existing Storm Pipe	Each	2	\$1,500.00	\$ 3,000.00
EROSION CONTROL					
83	Silt Fence	LF	2940	\$4.00	\$ 11,760.00
84	Biodegradable Filter Sock	LF	573	\$4.00	\$ 2,292.00
85	Inlet Protection	Each	5	\$2,000.00	\$ 10,000.00
86	Construction Entracne	Each	1	\$2,500.00	\$ 2,500.00
87	Temporary Seeding	Acre	2.4	\$5,000.00	\$ 12,000.00
88	Permanent Seeding	Acre	1.4	\$7,500.00	\$ 10,500.00

TOTAL \$ 749,898.50

CONTRACTOR:
Dick Construction
ADDRESS:
1805 E. Mary St., Suite B
CITY: Garden City
STATE: Kansas
ZIP: 67846
LOW BIDDER

UNIT PRICE	CONTRACT AMOUNT
\$11,500.00	\$ 11,500.00
\$1,600.00	\$ 1,600.00
\$2,000.00	\$ 2,000.00
\$3,950.00	\$ 7,900.00
\$150.00	\$ 2,295.00
\$36.00	\$ 22,644.00
\$28.00	\$ 8,400.00
\$175.00	\$ 3,500.00
\$250.00	\$ 750.00
\$250.00	\$ 500.00
\$300.00	\$ 300.00
\$450.00	\$ 450.00
\$450.00	\$ 450.00
\$3,500.00	\$ 3,500.00
\$1,000.00	\$ 1,000.00
\$3,000.00	\$ 3,000.00
\$750.00	\$ 750.00
\$41.50	\$ 39,217.50
\$750.00	\$ 3,000.00
\$850.00	\$ 850.00
\$350.00	\$ 700.00
\$250.00	\$ 500.00
\$3,400.00	\$ 17,000.00
\$26.00	\$ 4,784.00
\$750.00	\$ 750.00
\$250.00	\$ 250.00
\$3,600.00	\$ 10,800.00
\$1,200.00	\$ 1,200.00
\$19.00	\$ 25,536.00
\$450.00	\$ 450.00
\$250.00	\$ 250.00
\$250.00	\$ 250.00
\$290.00	\$ 580.00
\$250.00	\$ 250.00
\$750.00	\$ 5,250.00
\$50.00	\$ 1,450.00
\$450.00	\$ 450.00
\$750.00	\$ 750.00
\$1,250.00	\$ 6,250.00
\$2,750.00	\$ 2,750.00
\$2,700.00	\$ 5,400.00
\$2,500.00	\$ 5,000.00
\$1,200.00	\$ 1,200.00
\$18.00	\$ 7,920.00
\$8,500.00	\$ 8,500.00
\$3,675.00	\$ 3,675.00
\$2,730.00	\$ 2,730.00
\$5,520.90	\$ 5,520.90
\$5.25	\$ 25,945.50
\$6.83	\$ 16,965.72
\$46.20	\$ 119,658.00
\$126.00	\$ 3,528.00
\$105.00	\$ 1,680.00
\$4.31	\$ 13,498.92
\$20.90	\$ 20,962.70
\$20.90	\$ 4,012.80
\$1,050.00	\$ 8,400.00
\$1,291.50	\$ 2,583.00
\$32.55	\$ 21,678.30
\$63.00	\$ 13,104.00
\$54.00	\$ 25,704.00
\$7,200.00	\$ 7,200.00
\$2,750.00	\$ 2,750.00
\$3,750.00	\$ 3,750.00
\$7,900.00	\$ 7,900.00
\$4,500.00	\$ 4,500.00
\$4,500.00	\$ 4,500.00
\$5,400.00	\$ 5,400.00
\$4,500.00	\$ 4,500.00
\$250.00	\$ 250.00
\$36.00	\$ 468.00
\$26.00	\$ 520.00
\$36.00	\$ 720.00
\$49.00	\$ 15,533.00
\$64.00	\$ 3,968.00
\$68.00	\$ 40,052.00
\$94.00	\$ 5,640.00
\$1,200.00	\$ 1,200.00
\$2,200.00	\$ 2,200.00
\$18,500.00	\$ 18,500.00
\$7.50	\$ 14,640.00
\$950.00	\$ 1,900.00
\$2.75	\$ 8,085.00
\$2.75	\$ 1,575.75
\$90.00	\$ 450.00
\$1,750.00	\$ 1,750.00
\$1,100.00	\$ 2,640.00
\$1,100.00	\$ 1,540.00

TOTAL \$ 673,605.09

BID SECURITY 5%
START DATE 5/1/2018

CONTRACTOR:
APAC Kansas, Inc., Shears Division
ADDRESS:
11188 South 56 Bypass
CITY: Dodge City
STATE: Kansas
ZIP: 67801

UNIT PRICE	CONTRACT AMOUNT
\$23,850.00	\$ 23,850.00
\$1,200.00	\$ 1,200.00
\$1,200.00	\$ 1,200.00
\$4,950.00	\$ 9,900.00
\$150.00	\$ 2,295.00
\$42.75	\$ 26,889.75
\$35.75	\$ 10,725.00
\$16.00	\$ 320.00
\$1,500.00	\$ 4,500.00
\$25.00	\$ 50.00
\$925.00	\$ 925.00
\$125.00	\$ 125.00
\$225.00	\$ 225.00
\$1,000.00	\$ 1,000.00
\$28,000.00	\$ 28,000.00
\$1,800.00	\$ 1,800.00
\$1,200.00	\$ 1,200.00
\$52.00	\$ 49,140.00
\$935.00	\$ 3,740.00
\$880.00	\$ 880.00
\$195.00	\$ 390.00
\$125.00	\$ 250.00
\$3,000.00	\$ 15,000.00
\$39.50	\$ 7,268.00
\$450.00	\$ 450.00
\$65.00	\$ 65.00
\$1,800.00	\$ 5,400.00
\$325.00	\$ 325.00
\$27.50	\$ 36,960.00
\$225.00	\$ 225.00
\$250.00	\$ 250.00
\$160.00	\$ 160.00
\$250.00	\$ 500.00
\$10.00	\$ 10.00
\$300.00	\$ 2,100.00
\$42.00	\$ 1,218.00
\$250.00	\$ 250.00
\$300.00	\$ 300.00
\$3,950.00	\$ 19,750.00
\$5,700.00	\$ 5,700.00
\$425.00	\$ 850.00
\$300.00	\$ 600.00
\$200.00	\$ 200.00
\$12.75	\$ 5,610.00
\$1,000.00	\$ 1,000.00
\$40,900.00	\$ 40,900.00
\$5,325.00	\$ 5,325.00
\$6,190.00	\$ 6,190.00
\$4.78	\$ 23,622.76
\$6.30	\$ 15,649.20
\$44.00	\$ 113,960.00
\$120.00	\$ 3,360.00
\$100.00	\$ 1,600.00
\$5.00	\$ 15,660.00
\$19.90	\$ 19,959.70
\$19.90	\$ 3,820.80
\$1,000.00	\$ 8,000.00
\$1,230.00	\$ 2,460.00
\$31.00	\$ 20,646.00
\$48.00	\$ 9,984.00
\$58.00	\$ 27,608.00
\$5,800.00	\$ 5,800.00
\$3,500.00	\$ 3,500.00
\$5,900.00	\$ 5,900.00