

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, July 2, 2018

7:00 p.m.

MEETING #5102

CALL TO ORDER

ROLL CALL

INVOCATION BY

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 Minutes, June 18, 2018;
2. Approval of City Commission Meeting, June 18, 2018;
3. Appropriation Ordinance No.13, July 2, 2018;
4. Cereal Malt Beverage License:
El Charro Restaurant, 1209 W. Wyatt Earp Blvd.
Loves Country Store #58, 1108 Wyatt Earp Blvd.
5. Ratification of Assignment of Development Agreement between Sutherlands and the City of Dodge City.

ORDINANCES & RESOLUTIONS

Ordinance No. 3691: An Ordinance Establishing No Parking Zone on Morgan Boulevard Near the Vicinity of a Public School, Repealing Conflicting Ordinance and Providing Penalties for the Violation of the Provisions of this Ordinance. Director of Engineering, Ray Slattery.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bids for the Dodge City Fire Department Training Center Roof. Report by Director of Administration, Ryan Reid.
2. Approval of Bids for the Traffic Signal Improvements at 1st Avenue and Comanche Street. Report by Director of Engineering, Ray Slattery.
3. Approval for Quote for Street Lights for Central Avenue. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

ADJOURNMENT

CITY COMMISSION MEETING WORK SESSION MINUTES

City Hall Commission Chambers

Monday, June 18, 2018

6:30 p.m.

CALL TO ORDER

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

Discussion of Youth Complex and Thurow Park improvements. Troy Brown, Director of Parks and Facilities presented improvement plans for the Youth Complex and Thurow Park.

The meeting was adjourned on a motion by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

Mayor

ATTEST:

City Clerk, Nannette Pogue

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, June 18, 2018

7:00 p.m.

MEETING #5101

CALL TO ORDER

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

INVOCATION by Kirk Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

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

AAA Award –Police Department. Jennifer Hahn representing AAA Kansas along with Troy Wells, liaison with KDOT presented the Dodge City Police Department their 3rd consecutive platinum award for the many safe driving programs that they have incorporated in Dodge City. They thanked the City Commissioners as well as Chief Drew Francis and Corporal Thad Brown.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, June 4, 2018.
2. Approval of Special City Commission Meeting Minutes, June 11, 2018.
3. Appropriation Ordinance No. 11, June 18, 2018.

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

ORDINANCES & RESOLUTIONS

Ordinance No. 3689: An Ordinance Designating Dodge City Days as a Special Event in the City of Dodge City was approved on a motion by Commissioner Brian Delzeit. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

Ordinance No. 3690: An Ordinance Authorizing the City of Dodge City, Kansas, to Issue Taxable Industrial Revenue Bonds (Sutherlands High Plains, LLC Project), Series 2018, in a Principal Amount not to exceed \$8,000,000, for the Purpose of Providing Funds to Pay the Cost of Acquiring, Purchasing, Constructing, Installing and Equipping Commercial Facilities, Including Land, Buildings, Structures, Improvements, Fixtures, Machinery and Equipment; Authorizing the City to Enter Into Certain Documents and Actions in Connection With the Issuance of Said Bonds (Sales Tax Exemption Only). Was approved on a motion by Commissioner Rick Sowers. Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

Resolution No. 2018-13: A Resolution Changing the Official Signers on an Account at the Designated Depository for City Funds, Fidelity State Bank, was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried unanimously.

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the bid from Lewis Chevrolet in the amount of \$28,225 for a new pickup truck for Development Services Department. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.
2. Commissioner Joyce Warshaw moved to approve the bid from Road Safe Traffic Systems in the amount of \$27,686.90 for the removal and replacement of pavement markings on Morgan Boulevard. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
3. Commissioner Jan Scoggins moved to approve the bid from JAG Construction Co. in the amount of \$48,527.06 for the Youth Complex drainage improvement project. Commissioner Rick Sowers seconded the motion. The motion carried unanimously.
4. Commissioner Rick Sowers moved to approve the bid from Stripe & Seal, LLC in the amount of \$95,000 for the application of 10,000 gallons of Mastic Crack Sealant. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

OTHER BUSINESS

Melissa McCoy and Corey Keller

- informed the Commission about a grant from the Metropolitan Energy Center for assistance in purchasing a trash truck that uses CNG, then possibly a CNG fueling station.

Commissioner, Rick Sowers

Commissioner Jan Scoggins

- On June 8th there was a marvelous article about Larry Rodriquez in the Dodge City Daily Globe. Thanks to the Globe for the article and encourages everyone to read the article.

Commissioner Joyce Warshaw

- Remind everyone that there is still time to send a check for the fireworks program
- She is on the Kansas League of Municipalities Board and Dodge City is well recognized. Brad Ralph was the center of attention for his support this session.

Commissioner, Brian Delzeit

Mayor, Kent Smoll

- Rick Sowers stood in for me at the Leadership Dodge graduation. There were three city employees who graduated from this program. They are Abbey Martin, Jesse Smith and Mike Robbins.
- Shop local and shop often.

ADJOURNMENT

The meeting was adjourned on a motion by Commissioner Jan Scoggins, seconded by Commissioner Joyce Warshaw. 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, Ford County

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>004-452403005F-01</u>		
I have registered as an Alcohol Dealer with the TTB. <input type="checkbox"/> Yes (required for new application) <u>HW-2018-0119</u>		
Name <u>Catherine Rincon</u>	Phone No. <u>620-255-3499</u>	Date of Birth <u>6-22-78</u>
Residence Street Address <u>1815 Burr Parkway</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 Parkway</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>E1 Charro of D.C.</u>	Name	
Business Location Address <u>1209 W. Watters St</u>	Address	
City <u>620-225-0371</u> State _____ Zip _____	City _____ State _____ Zip _____	
Business Phone No. <u>Catherine Rincon</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>own</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>39</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 Have <input checked="" type="checkbox"/> No 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	

CORPORATE 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: New License Renew License Special Event Permit

Check One:

License to sell cereal malt beverages for consumption on the premises.

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): 004-731220756F01

I have registered as an Alcohol Dealer with the TTB. Yes (required for new application)

Name of Corporation Love's Travel Stops & Country Stores, Inc.		Principal Place of Business Love's Country Store #58	
Corporation Street Address 10601 North Pennsylvania Avenue		Corporation City Oklahoma City	State OK
Date of Incorporation December 29, 1986		Zip Code 73120	
Resident Agent Name CT Corporation		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Residence Street Address 515 S. Kansas Avenue		Phone No. 785-233-0593	
		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 Country Store #58	Name Love's Travel Stops & Country Stores, Inc.
Business Location Address 1108 W. Wyatt Earp	Address Attn: Licensing, PO Box 26210
City Dodge City State KS Zip 67801	City Oklahoma City State OK Zip 73126
Business Phone No. 620-225-0654	<input checked="" type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business 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		Date of Birth 10/10/1937
Residence Street Address 6824 N.W. Grand Blvd.		City Oklahoma City	State OK	Zip Code 73116
Spouse Name		Position		Date of Birth
Residence Street Address		City	State	Zip Code
Name Gregory Michael Love		Position Co-President/ Co-CEO		Date of Birth 10/08/196
Residence Street Address 7520 Nichols Road		City Oklahoma City	State OK	Zip Code 73120
Spouse Name		Position		Age
Residence Street Address		City	State	Zip Code
Name Judith McCarthy Love		Position Secretary		Date of Birth 06/17/1937
Residence Street Address 6824 N.W. Grand Blvd.		City Oklahoma City	State OK	Zip Code 73116
Spouse Name		Position		Age
Residence Street Address		City	State	Zip Code

ASSIGNMENT OF DEVELOPMENT AGREEMENT

THIS ASSIGNMENT OF DEVELOPMENT AGREEMENT (the "Assignment") made as of June ____, 2018, by and between SUTHERLANDS HIGH PLAINS, LLC, a Kansas limited liability company, with an address of 4000 Main Street, Kansas City, Missouri 64111 ("Assignor"), the CITY OF DODGE CITY, KANSAS, with an address of 806 N. Second Avenue, P.O. Box 880 Dodge City, Kansas 67801, to and for the benefit of COUNTRY CLUB BANK, a Missouri banking corporation, with an address of One Ward Parkway, Kansas City, Missouri 64112 ("Assignee")

WITNESSETH:

WHEREAS, the Assignee has loaned to Assignor the principal sum of Six Million, Seven Hundred Fifty Thousand and No/100 Dollars (\$6,750,000.00) (the "Loan") secured by property located in Dodge City, Ford County, Kansas legally described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Assignor will be reimbursed for certain expenditures by the City of Dodge City, Kansas (the "City") pursuant to that certain Sutherlands Development Agreement with the City of Dodge City, Kansas dated July 6, 2017, as amended by that First Amendment to Sutherlands Development Agreement dated March 5, 2018, as further amended by that Second Amendment to Sutherlands Development Agreement dated March 30, 2018, as further amended by that Third Amendment to Sutherlands Development Agreement dated April 30, 2018, as further amended from time to time (collectively the "Development Agreement"); and

WHEREAS, Assignor, in order to further secure the Loan, wishes to assign the interest of the Assignor in the Development Agreement.

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions herein contained, and in further consideration of the Loan to Assignor by Assignee, the receipt and sufficiency of which is hereby acknowledged the parties hereby agree as follows:

I. DEFINITIONS

1.1 Defined Terms. For the purposes of this Assignment each of the following terms shall have the following meanings:

(a) “Mortgage” shall mean the First Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing dated as of even date herewith, which shall be deemed to be a Permitted Mortgage within the meaning of the Development Agreement.

(b) “Facility” shall mean the approximately 75,000 square foot building material home center and the approximately 35,000 square foot garden center to be constructed and operated on the Property.

(c) “Loan” shall mean the indebtedness evidenced by the Note, together with the collateral therefor as provided by the Security Documents.

(d) “Loan Agreement” shall mean the Loan Agreement executed by and between Assignor and Assignee as of the approximate even date herewith.

(e) “Note” shall mean the Term Promissory Note executed by the Assignor payable to the order of the Assignee in the amount of \$6,750,000.00.

(f) “Security Documents” shall mean the Note, the Mortgage, and all documents executed in favor of Assignee as additional security for the Loan.

1.2 Other Terms. Unless the context requires otherwise, terms which are not specifically defined herein shall have the same meanings which are given to them in the Security Documents.

II. ASSIGNMENT

2.1 Assignment. In consideration of, and as a requirement for Assignee’s making of the Loan, the Assignor hereby sells, assigns, transfers and conveys unto the Assignee, its successors and assigns, all of the right, title and interest of the Assignor, to the extent assignable, in and to the Development Agreement.

2.2 Security for Loan. The assignment herein made shall constitute additional security for the performance and observance of all of the terms, covenants and conditions of the Security Documents. The acceptance of this Assignment and the exercise of the rights granted hereby, or the receipt of any income or other monies pursuant to this Assignment, shall be without prejudice to, and shall not constitute a waiver of, any rights of the Assignee under the note and/or Security Documents.

2.3 Rights of the Assignor. Notwithstanding the foregoing absolute assignment, the Assignee shall not be entitled to exercise any rights hereunder, unless and until the occurrence and continuation of any of the Events of Default as defined in the Loan Agreement beyond any applicable cure period (each an “Event of Default”).

2.4 Remedies Upon Default. Upon the occurrence and continuation of an Event of Default beyond any applicable cure period, the Assignee shall have the right without further notice to

immediately succeed to the interest of the Assignor under the Development Agreement, and shall be entitled to all of the rights and benefits of the Assignor thereunder. In the event of a foreclosure under the Security Documents, all of the rights in the Development Agreement formerly held by the Assignor and acquired by the Assignee pursuant to this Assignment may be assigned by the Assignee to the purchaser at any foreclosure sale or to any purchaser of the Facility from the Assignee. Until such time as Assignee or its successors and assigns succeeds to the rights of Assignor under the Development Agreement, the Assignee shall not be obligated to perform any of the obligations of Assignor under the Development Agreement or be liable in any way thereunder.

III. REPRESENTATIONS AND WARRANTIES

3.1 The Assignor hereby represents and warrants as follows:

(a) Development Agreement. Subject to the title exceptions set forth under the Title Policy (as defined under the Loan Agreement) and any rights belonging to the City of Dodge City, Kansas, under the Development Agreement, the Assignor owns and possesses all of the right, title and interest of the property owner under the Development Agreement, free and clear of any claim, set-off, lien or encumbrance of any kind or nature.

(b) No Amendment. The Development Agreement is in full force and effect, and has not been amended, modified, assigned or encumbered in any way, except as described herein.

(c) No Default. No event of default exists or has occurred under the Development Agreement and not been cured, nor has any event occurred which would constitute an event of default thereunder with the giving of notice or passage of time.

IV. COVENANTS

4.1 Covenants of Assignor. The Assignor hereby covenants as follows:

(a) Obligations. The Assignor shall perform and observe each and every obligation, covenant and agreement required of the Assignor under the Development Agreement in all material respects.

(b) Notices. All notices of default received by the Assignor with respect to the Development Agreement shall be promptly forwarded to the Assignee. The Assignor shall also simultaneously send to the Assignee copies of all notices given to the City of any default or claimed default under the Development Agreement.

(c) Performance. The Assignor shall enforce or secure the performance of each and every material obligation, covenant, condition and agreement on the part of the City to be kept or performed under the Development Agreement.

(d) Amendment. The Development Agreement shall not be modified, amended or in any way changed nor shall it be canceled, terminated or surrendered, without the prior written consent of the Assignee, which shall not be unreasonably withheld, conditioned, or delayed.

(e) Right to Perform. If the Assignor shall fail to perform and observe its obligations under the Development Agreement, the Assignee shall have the right to perform such obligations, without waiving or releasing Assignor from liability by reason of such default. All sums paid by the Assignee and all necessary incidental costs and expenses in connection with the performance of such obligations, shall be payable by the Assignor to the Assignee upon demand, with interest at the Default Rate specified in the Note.

4.2 Covenants of the City. The City joins and executes this Assignment for the limited purposes of providing the agreements and representations set forth as follows:

(a) No Amendment. The Development Agreement is in full force and effect, and has not been amended, modified, assigned or encumbered in any way, except as described herein. Prior to the later of (i) Substantial Completion of the Improvements (as defined in the Development Agreement), or (ii) payment of the proceeds of the Temp Notes or the STAR Bond Proceeds up to the STAR Bond Cap (as defined in the Development Agreement) pursuant to Section 4.2(f) hereof (the "Construction Period"), the Development Agreement shall not be modified, amended or in any way changed, without the prior written consent of the Assignee, which shall not be unreasonably withheld, conditioned, or delayed.

(b) No Default. No event of default exists or has occurred under the Development Agreement and not been cured, nor has any event occurred which would constitute an event of default thereunder with the giving of notice or passage of time.

(c) Assignor's Responsibility. The City hereby agrees to look solely to the Assignor, its successors or assigns, for the performance of Assignor's obligations under the Development Agreement until the Assignee, or its successors or assigns, succeeds to the rights of Assignor under the Development Agreement.

(d) City's Consent. The City hereby consents to the collateral assignment of the Development Agreement to Assignee to secure the indebtedness provided by the Loan, and agrees that in the event the Assignee, its successors or assigns, succeed to the rights of the Assignor under the Development Agreement, the City will complete its obligations under the Development Agreement pursuant to the terms thereof, as long as the Assignee or its successors and assigns are not in default after the expiration of all cure periods under the terms and conditions of the Development Agreement.

(e) Notices to Assignee. The City hereby agrees to use reasonable efforts to give Assignee simultaneous notice of any event of default on the part of Assignor under the Development Agreement, and a reasonable time to cure said default thereafter prior to exercising its remedies for default thereunder. However, the parties understand and agree that the City shall not be in default or liable to Lender or Borrower if the City should fail to deliver any such notice.

However, should the City fail to notify Assignee of any event of default on the part of Assignor under the Development Agreement during the Construction Period, Assignee's time to cure shall be extended by the time that it has not received such notice. The foregoing sentence shall not have any application whatsoever to a default on the part of Assignor occurring after the end of the Construction Period.

(f) Direction of Payment. By its execution and delivery of this Assignment, the Assignor hereby authorizes and directs the City to pay all Public Financing proceeds (as defined in the Development Agreement) that Assignor is entitled to receive under the Development Agreement up to a total amount equaling the principal, interest and costs of the Loan to an account established with Assignee (the "Development Agreement Account"). The City acknowledges the direction and assignment of the Public Financing proceeds from Assignor to Assignee and agrees to pay all such Public Financing proceeds to the Development Agreement Account as set forth herein. The City recognizes and agrees that the Assignee shall have the right and ability to utilize funds on deposit in the Development Agreement Account towards the application of the Loan, provided however that (i) the Public Financing proceeds are required to be used for payment or reimbursement of "Eligible STAR Bond Expenses" or "CID Eligible Expenses", respectively as defined in the Development Agreement, and accordingly, (ii) Assignee's application of any such Public Financing proceeds toward the Note or other obligations under the Security Documents shall be limited and restricted to the extent that Assignee's loan proceeds were used to pay "Eligible STAR Bond Expenses" or "CID Eligible Expenses," respectively pursuant to the Development Agreement, and (iii) the Public Financing proceeds are further limited and conditioned as set forth in the Development Agreement. Additionally, the parties understand and agree that:

(i) Such direct payment by the City of the Public Financing proceeds due from time to time shall discharge the City's obligations under the Development Agreement to the extent such payments are made and the City shall have no further liability to the Assignor for the amount of such sums so paid directly to Redevelopment Agreement Account for application to amounts due and owing under the Note and/or Security Documents.

(ii) Upon payment in full of Assignor's indebtedness to the Assignee as evidenced by the Note and/or Security Documents, this Assignment shall terminate and Assignee shall notify the City of such payment in full. Upon such payment in full, the Public Financing proceeds, if any, shall be deemed to be reassigned to the Assignor and the City shall pay all future Public Financing proceeds the Assignor is entitled to receive under the Development Agreement to or at the direction of the Assignor.

(g) No Modification of Development Agreement. Notwithstanding anything set forth herein which is seemingly to the contrary, nothing herein shall be deemed to amend, modify or waive any of the terms and conditions of the Development Agreement.

V. MISCELLANEOUS

5.1 Notices. When under the provisions of this Assignment it shall be necessary and desirable for any of the parties hereto to give or serve upon any of the other parties hereto any notice or demand, it shall be sufficient that such notice be in writing and mailed, certified mail, return receipt requested, postage prepaid, or sent by a national overnight courier service to the parties at the addresses shown above or to such other addresses that the parties may direct by written notice to each other.

5.2 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties hereto, their respective and permitted successors and assigns.

5.3 Counterparts; Electronic Signatures. This Agreement may be signed in multiple copies, all of which counterparts taken together, shall constitute the entire document. Electronic signatures shall have the same force and effect as manual signatures.

5.4 Paragraph Headings. The paragraph headings herein are for descriptive purposes only and shall not limit, define or otherwise affect the meaning of this Assignment.

5.5 Governing Law. This Assignment shall be governed under the laws of the State of Kansas (without giving effect to its principles of conflicts of law).

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

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

ASSIGNOR:
SUTHERLANDS HIGH PLAINS, LLC

By: _____
John W. Sutherland, Jr.
Manager

ASSIGNEE:
COUNTRY CLUB BANK

By: _____
Jay P. Kimbrough
Vice President

CITY:
CITY OF DODGE CITY, KANSAS

By: _____
E. Kent Smoll
Mayor

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came John W. Sutherland, Jr., the Manager of Sutherlands High Plains, LLC, a limited liability company duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such Manager, and who is personally known to me to be the same person who executed, as such Manager, the within instrument on behalf of said limited liability company and such person duly acknowledged the execution of the same to be the free act and deed of said limited liability company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said County and State

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Jay P. Kimbrough, a Vice President of Country Club Bank, a banking corporation duly organized, incorporated and existing under and by virtue of the laws of Missouri, who is personally known to me to be such Vice President, and who is personally known to me to be the same person who executed, as such Vice President, the within instrument on behalf of said banking corporation and such person duly acknowledged the execution of the same to be the free act and deed of said banking corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said County and State

My commission expires: _____

ACKNOWLEDGMENT

STATE OF _____)
) ss.
COUNTY OF _____)

BE IT REMEMBERED, That on this _____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came E. Kent Moll, the Mayor of the City of Dodge City, Kansas, a municipal corporation duly organized, incorporated and existing under and by virtue of the laws of Kansas, who is personally known to me to be such Mayor, and who is personally known to me to be the same person who executed, as such Mayor, the within instrument on behalf of said municipal corporation and such person duly acknowledged the execution of the same to be the free act and deed of said municipal corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public in and for said County and State

My commission expires: _____

EXHIBIT A

Legal Description

Lot One (1), Final Plat 14th and Soule Subdivision, Unit Two, an Addition to the City of Dodge City, Ford County, Kansas, according to the recorded Plat thereof.

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: June 27, 2018

*Subject: Ordinance 3691
No Parking on Morgan Blvd.
Agenda Item: Ordinances and Resolutions*

Recommendation: Approve Ordinance No. 3691

Background: In 2010 the school district reconfigured the entrance/exit to the Dodge City Middle School. As part of this project the Morgan Blvd. crosswalk was moved east to the new entrance/exit location. The City also installed a traffic signal and provided a dedicated left turn lane for east bound traffic and a dedicated right turn lane for west bound traffic at this location. As a result of this work No Parking Zones were established along Morgan Blvd. in the area of the new entrance/exit and crosswalk per Ordinance 3510 and was modified with Ordinance 3547. The No Parking Zones were needed to provide both site distances for the crosswalk and a lane for the thru traffic around the turn lanes. From this time there has been issues with the No Parking Zone and what was perceived to be a No Parking Zone around the school and athletic fields. At the last Commission Meeting the quote to restripe Morgan Blvd. was approved. Staff modified the pavement marking plan to hopefully clarify the Parking and No Parking areas along Morgan Blvd. and still provide the same traffic movement at the dive to DCMS. This Ordinance will allow more parking near the athletic fields and still maintain site distance for the cross-walk and drives along Morgan Blvd.

Justification: Per the Standard Traffic Ordinance for Kansas Cities adopted by the City, there shall not be any parking allowed near a cross-walk or fire hydrant. Also parking should not be allowed within the travel lanes of a street.

Financial Considerations: The cost of the installation of a No Parking Sign and painting the curb.

Purpose/Mission: One of the City's core values in Safety. With the No Parking Zone, the City will be able to provide a safe pedestrian crossing and travel way for the community.

Legal Considerations: N/A

Attachments: Ordinance 3691 and an exhibit showing the No Parking, Stopping, or Standing Zones.

Ordinance No. 3691

AN ORDINANCE ESTABLISHING NO PARKING ZONE ON MORGAN BOULEVARD NEAR THE VICINITY OF A PUBLIC SCHOOL, REPEALING CONFLICTING ORDINANCE AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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

Section 1: REPEAL. Ordinance 3691 (No Parking along Morgan Blvd. near the Entrance to DCMS), adopted on the 1st day of October, 2012, is hereby repealed.

Section 2: The following traffic control measures are hereby established on MORGAN BLVD. in the vicinity of DODGE CITY MIDDLE SCHOOL.

2.1 A **NO PARKING, STOPPING, OR STANDING ZONE** is hereby established along the southern curb of Morgan Blvd. beginning at the east curb line of 6th Ave.;

- extending easterly 180',
- then again from 590' to 910' from the east curb line of 6th Ave.,
- then again from 1,065' to 1,132' from the east curb line of 6th Ave., and
- then again from 1,555' from the east curb line of 6th Ave. to the west curb line of 1st Ave.

2.2 A **NO PARKING, STOPPING, OR STANDING ZONE** is hereby established along the northern curb of Morgan Blvd. beginning from the east curb line of 6th Ave.;

- extending easterly 180',
- then again from 562' to 652' from the east curb line of 6th Ave.,
- then again from 1,554' from the east curb line of 6th Ave. to the west curb line of 1st Ave.

Section 3: This ordinance shall not repeal or alter the limits of any school zone, or school crossings.

Section 4: Any person convicted of a violation of the provisions of this ordinance shall be subject to penalties provided by Chapter I, Section 1-116 of the Code of the City of Dodge City.

Section 5: This ordinance shall take effect following its publication in the official City newspaper as provided by law, after new pavement markings have been placed on Morgan Blvd., and after posting of the appropriate signs advising the motoring public of the provisions of this ordinance. In instances that signs cannot be posted, appropriate curb markings shall be used.

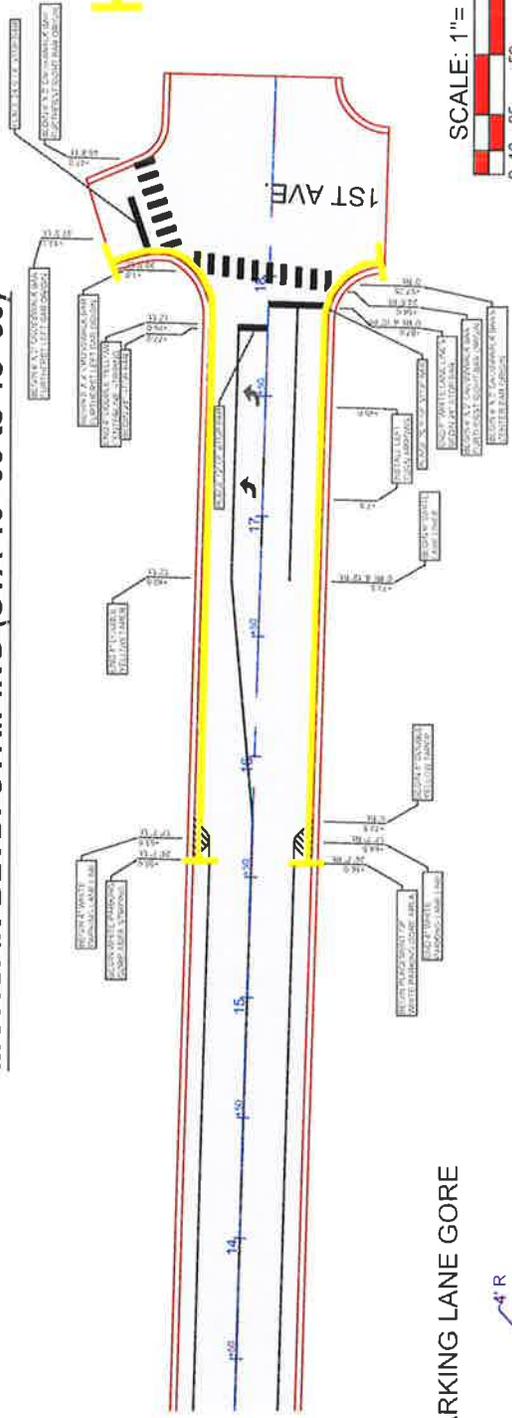
Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 2nd day of July, 2018.

E. Kent Smoll, Mayor

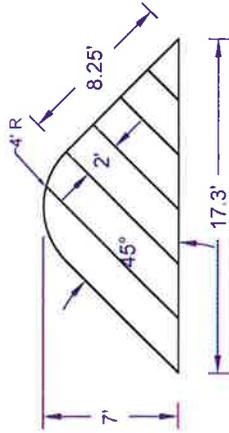
Attest:

Nannette Pogue, City Clerk

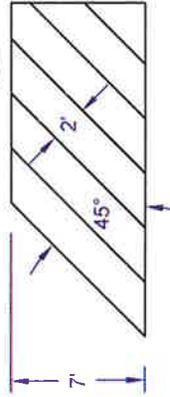
MORGAN BLVD. STRIPING (STA 13+50 to 18+50)



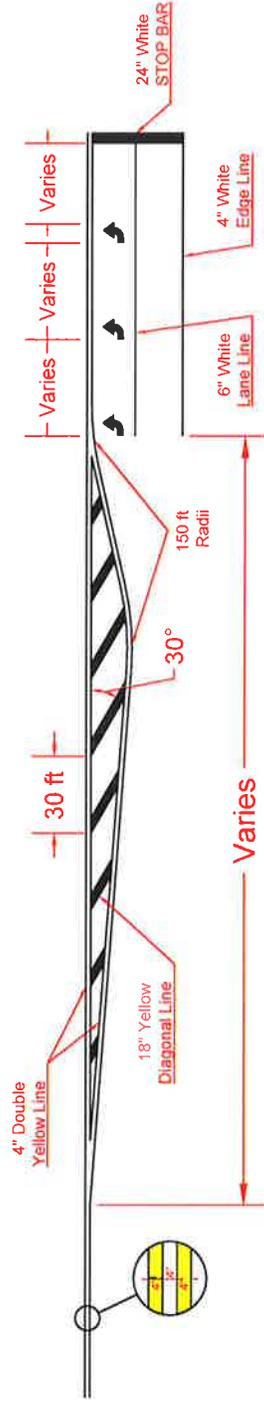
4" WHITE PARKING LANE GORE



DIRECTION OF TRAFFIC

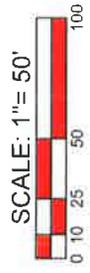


TYPICAL APPROACH TAPER DETAIL



NOTE:
 TYPICAL CROSSWALK BAR ORIGINS SHALL BE THE CENTER OF THE SHORT EDGE OF THE BAR. ALL CROSSWALK BARS SHALL BE PLACED IN THE CENTER OF THE TRAVEL LANES AND PAVEMENT MARKING LINES. TURN ARROWS, CROSSWALK BARS & STOP BARS SHALL BE THERMOPLASTIC. TURN ARROWS SHALL BE 8' LONG. THE LENGTH OF DOUBLE YELLOW STRIPING WAS CALCULATED AS BOTH LINES TOGETHER AND NOT THE LENGTH OF EACH INDIVIDUAL LINE.

LOCATION	SUMMARY OF PAVEMENT MARKINGS					18" YELLOW Gore Line	Turn Arrow
	4" Solid White Lane Line	3" Solid White Edge Line	8" X 2" White X-Mark Stop	4" Solid Yellow Diagonal Line	4" Solid Yellow Diagonal Line		
MORGAN BLVD	3101.1	572.5	107.0	28	2132.2	168.8	7
MIDDLE SCHOOL FIRST AVE		31.0	21.0	7	81.0		1
			24.5	7			
TOTALS	3101.1	604.5	152.5	42	2163.2	168.8	8



DRAWN BY	TJR	CITY OF DODGE CITY, KANSAS	PROJECT NO	ST 1802
CHECKED BY	RS	CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	SHEET OF	3 3
DATE	5/18	MORGAN BLVD. PAVEMENT MARKINGS	REVISIONS	
		Morgan Boulevard (6th Ave. to 1st Ave.)		

Memorandum

*To: City Manager
City Commissioners*

From: Ryan Reid

Date: June 26, 2018

Subject: Roof for DCFD Training Facility

Agenda Item: New Business

Recommendation: On June 22nd, Staff opened bids to replace the flat roof at the DCFD Training Facility (the old swimming pool). We received one bid from Diamond Roofing for \$33,921.00. Staff recommends we accept the bid from Diamond Roofing.

Background: This roof was not budgeted. However, during budget talks for 2019, it was determined that it would make sense to bid it out this year and use existing money in roofing fund to accomplish the repair.

The roof at this site received some repairs after the hail storm in 2016 and also in 2009 after a storm around then. The building has been leaking a great deal and numerous efforts to repair it have been unsuccessful.

Justification: The Training Facility has been improved in many ways and is being used for various training uses.

Financial Considerations:

There are funds available in the roofing fund to purchase this roof.

Attachments: Diamond Roofing proposal

June 20, 2018



To City of Dodge City:

DCFD
2101 1st Ave.
Old City Pool Building

We hereby submit to provide material, labor, tools and equipment to install roofing and sheet metal for the Dodge City Fire Department located at 2101 1st Ave Dodge City, Ks.

Section Roofing Scope

- Roof system including wall, curb and penetration flashings
 - Tear off existing Modified roof to wood deck
 - Inspect wood deck and repair if needed at \$3.50/sqft
 - Haul away all roofing debris
 - Install Venting Nail base sheet (ASTM D 4897, Type II)
 - Install SBS Smooth base sheet in low odor MB cold adhesive
 - SBS Smooth base sheet (ASTM D 6164, Type I, Grade S)
 - Install SBS Premium FR Cap sheet in low odor MB cold adhesive
 - SBS Premium FR Cap sheet (ASTM D 6164 Type II, Grade G)
- Provide owner with Contractor's 2-year Workmanship Warranty
- Provide owner with Manufacturer's 15-year Total System Warranty

Section Sheet Metal Flashing and Trim

- 24 gauge Metal trims and counter flashings

Labor, material, tax, insurance and clean up associated to this proposal for the sum of.....\$ 33,921.00

Exclusions:

Installation of structural decking or any connection assemblies not specifically called out above.
Accepting the physical properties or attachment of structural decking and/or its moisture content.
Any and all vapor and moisture barriers, weather barriers, sheet waterproofing, or fluid-applied waterproofing and patching thereof.

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:

9300 East US Highway 24
Manhattan, KS 66502

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



Any expansion joint assemblies not associated with the above work.
No wood blocking of any kind.

Diamond Roofing excludes from our proposal, code and insurance certifications. Where a performance standard is enumerated and established in a specification that is included in our proposal, we will endeavor to meet the standard as it relates to the attachment or fire rating of a specific material included above.

John Minet
Project Manager 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 john@diamond-roofing.com. Thank you for your consideration of Diamond Roofing.

Diamond Roofing Authorized Signature

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

Accepted by: _____ 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:

9300 East US Highway 24
Manhattan, KS 66502

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

Memorandum

*To: City Manager
City Commissioners*

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

Date: July 2, 2018

*Subject: Traffic Signal Improvement
1st Ave & Comanche St., ST 1808*

Agenda Item: New Business

Recommendation: Approve the quote from L & S Electric LLC, for the traffic signal improvements at the intersection of 1st Ave. and Comanche St. in the amount of \$43,400. They propose to start the project this August and anticipate that it will take 8 days to complete.

Background: The intersection of 1st Ave. & Comanche St. can be very difficult to navigate if you are traveling east or westbound and want to make a left-hand turn. This project will help those wanting to make left-hand turns by providing a dedicated left-turn phase in the traffic signal cycle and installing video detection that will prompt the turn phase when those vehicles are present. This project will improve the flow of traffic and the overall efficiency of the intersection.

Justification: Completion of this project will enhance the safety of the traveling public by allowing traffic to move through the intersection in a more efficient manner.

Financial Considerations: The traffic signal improvement at the intersection of 1st Ave. and Comanche St. will cost \$43,400. Funding for this project will come from the Special Streets Fund. There was \$45,000 budgetted for the project which brings the quote from L & S Electric LLC, 3.5% under budget.

Purpose/Mission: The completion of this project will adhere to our core value of 'Safety' and 'Ongoing Improvement' by improving efficiencies of our traffic signals.

Legal Considerations: By approving the quote from L & S Electric LLC, the City will enter into a contract with L & S Electric LLC, and be responsible for payments of completed work.

Attachments: The Quote Tabulation for L & S Electric LLC, & Phillips Southern Electric Co. Inc., which includes the Engineers' estimate is attached.

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Traffic Signal Improvements - 1st & Comanche

PROJECT #: ST 1808

BID DATE: 06/12/18

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Purchase of Signal Equipment	L.S.	1	\$24,865.00	\$ 24,865.00
2	Installation of Signal Equipment	L.S.	1	\$20,000.00	\$ 20,000.00

TOTAL **\$ 44,865.00**

CONTRACTOR: L & S Electric LLC	
ADDRESS: PO Box 1701	
CITY:	Salina
STATE:	Kansas
ZIP:	67402
LOW BIDDER	
UNIT PRICE	CONTRACT AMOUNT
\$25,000.00	\$ 25,000.00
\$18,400.00	\$ 18,400.00

TOTAL **\$ 43,400.00**

BID SECURITY N/A
START DATE 8/1/2018

CONTRACTOR: Phillips Southern Electric Co., Inc.	
ADDRESS: 650 E. Gilbert	
CITY:	Wichita
STATE:	Kansas
ZIP:	67211
UNIT PRICE	CONTRACT AMOUNT
\$28,595.00	\$ 28,595.00
\$14,950.00	\$ 14,950.00

TOTAL **\$ 43,545.00**

BID SECURITY N/A
START DATE 9/24/2018

Memorandum

*To: City Manager
City Commissioners*

*From: Ray Slattery
Director of Engineering Services*

Date: June 27, 2018

*Subject: Quote for Street Lights for Central Ave.
Reconstruction Project; ST 1508
Agenda Item: New Business*

Recommendation: Approve the quote from Victory Electric to install 18 LED Street lights along the Central Ave. corridor from Vine St. to Comanche St. and supply luminaires for the new traffic signals installed as part of the project in the amount of \$144,770.00.

Background: With the reconstruction of Central Ave. the existing street lights will be removed. These lights were supplied power via aerial electric lines. As part of the project design, underground conduit will be installed to supply power to the street lights to provide a cleaner look for the corridor. Also during our public meeting leading up to the final design, we heard many times how dark Central Ave. is. Therefore, as part of the project street lights will be installed at each intersection and mid-block. This is similar to how other collector and arterials are laminated. The street lights will be 30' in height and have 50 watt LED fixtures.

Justification: The addition of the street lights will help with the visibility along the Central Ave. corridor.

Financial Considerations: Funding for the Street lights will come from the GOB issued for the Central Ave. Reconstruction Project. Staff had estimated the cost of street lighting at \$150,000. This amount was used to determine the final GOB amount.

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: None