

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Tuesday, September 8, 2020

7:00 p.m.

MEETING #5165

This will be an entirely virtual meeting, and there are two ways to watch and listen in real-time:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity

2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

Comments on these streams will be open to be utilized for the Visitors Section. The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

PETITIONS & PROCLAMATIONS

Dodge City Community College Proclamation

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, August 17, 2020;
2. Approval of City Commission Meeting Minutes, August 17, 2020;
3. Approval of Special City Commission Meeting Minutes, August 24, 2020;
4. Appropriation Ordinance No.17, September 8, 2020;
5. Cereal Malt Beverage License:
 - a. Dillons Store, 1700 14th Avenue.
6. Approval of Change Order #1 for 1st Avenue Reconstruction (Hickory to Cedar St).
7. Approve of Change Order #1 for the 2020 Chip Sealing Project.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval to Execute the Purchase of Items Utilizing the SPARKS Funding. Report by Director of Administration, Ryan Reid.
2. Approval of Bids for Animal Shelter Animal Cages. Report by Director of Administration, Ryan Reid.
3. Approval of Crossing Agreement with Iron Wind Star Project. Report by Director of Engineering, Ray Slattery.

OTHER BUSINESS

EXECUTIVE SESSION

Preliminary Discussions Relating to the Acquisition of Real Property

EXECUTIVE SESSION

Discuss Legal Advice from Counsel Regarding Potential Claims against the City

ADJOURNMENT

PROCLAMATION FOR DODGE CITY COMMUNITY COLLEGE

WHEREAS, Dodge City Community College (DC3) was founded in 1935 during the challenges of the Great Depression, and its original students chose the Conquistador as their mascot to reflect the area's history, and because they knew the Spanish word 'conquistador' meant conqueror; and

WHEREAS, for 85 years, DC3 has focused on providing affordable and accessible opportunities for higher education. In its history, DC3 has outgrown two former locations—the first was inside of Dodge City High School from 1935-1957, and the second was in the former USD No. 443 administrative building from 1957-1970. And the college is now in its 50th year at its present campus at 2501 N. 14th Ave.; and

WHEREAS, DC3, since the first day of class on Tuesday, September 10, 1935, has continually provided higher educational opportunities to a steadily increasing and diverse student population—including occupational programs and workforce and economic development opportunities—that add to our area economy; and

WHEREAS, DC3 has prepared generations of students for lives of achievement, contribution and meaning through a quality education that includes both face-to-face and online learning; and

WHEREAS, the 85th anniversary of DC3 is a significant time to reflect upon the past, present and future contributions of the college, and its community, to the enrichment of lives around Kansas and the world; and

NOW, THEREFORE, I, Joyce Warshaw, Mayor of the City of Dodge City, do hereby proclaim September 9, 2020, as Dodge City Community College Day and urge all citizens to join me in recognizing the tremendous influence Dodge City Community College has had since opening in 1935! We acknowledge the wonderful opportunities it has provided students to pursue and to conquer higher education, and we salute every student—past and present—on this important milestone!

Joyce Warshaw, Mayor

SEAL

CITY COMMISSION WORK SESSION

Monday, August 17, 2020

6:30 PM

This Commission Work Session will be available virtually by two different methods. Comments will be open on the Facebook Live the Vimeo Live feeds.

Watch and listen to the work session on one of the following platforms.

1. Watch, listen, and comment live on www.facebook.com/cityofdodgecity.

2. Watch, listen, and comment live on www.vimeo.com/cityofdodgecity

The meeting will be archived on both the Facebook page and the Vimeo page to be viewed after the live video has ended.

CALL TO ORDER

WORK SESSION

Commissioners, City Manager and City Attorney had discussions regarding the Sunday and Holiday Liquor Sales. Representatives from a few of the local Liquor and Convenient Stores were present to share their thoughts on Sunday and Holiday Sales. There will be further discussion.

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, August 17, 2020

7:00 p.m.

MEETING #5163

This Commission Meeting will be available virtually by four different methods. However, during the Public Hearings, the Commission Chambers will be temporarily opened to the public for comments and will close to visitors once the Public Hearings are closed.

Comments for the Visitors Section of the agenda will be open on the Facebook Live the Vimeo Live feeds. Watch and listen to the commission meeting; use one of the following platforms.

1. Watch, listen, and comment live on www.facebook.com/cityofdodgecity.

2. Watch, listen, and comment live on www.vimeo.com/cityofdodgecity

3. Watch and listen on Zoom webinar at

<https://us02web.zoom.us/j/89843312209?pwd=OU1DZVFwTnhINVNCa2RKRXIHSDY4Zz09> Passcode: 237994

4. Listen on your phone by calling in to the Zoom platform on one of the following numbers and using the Webinar ID and Password: Zoom dial-in - +1 669 900 6833 or +1 253 215 8782 or +1 346 248 7799 or +1 929 205 6099 or +1 301 715 8592 or +1 312 626 6799

Webinar ID: 898 4331 2209

Passcode: 237994

The meeting will be archived on both the Facebook page and the Vimeo page to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL Mayor Joyce Warshaw, Commissioners

INVOCATION by

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Joyce Warshaw opened the public hearing on the issuance of Taxable Industrial Revenue Bonds for Nor-Am Logistics South, LLC.

There were no questions or comments made from the public. Mayor Joyce Warshaw closed the public hearing.

SUBMIT QUESTIONS AND COMMENTS

No questions or comments

APPROVAL OF AGENDA

Commissioner Joyce Warshaw moved to amend the agenda and add Resolution No. 2020-24 a resolution certifying legal authority and authorization to apply for the public works and economic adjustment assistance from the United States Economic Development Administration. Commissioner Brian Delzeit made a motion to accept the changes and add under other business, further discussion of Sunday and Holiday liquor sales. Commissioner Kent Smoll seconded the motion. The motion carried 4 – 1.

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, August 3, 2020,
2. Approval of City Commission Work Session Minutes, August 10, 2020,
3. Appropriation Ordinance No.16, August 17 , 2020;
4. Cereal Malt Beverage License:
 - a. Panadaria La Tapatia, 603 E. Wyatt Earp Blvd.
 - b. Spee-D-Stop, 2615 Gary Avenue.
 - c. River Stop, 705 S. 14th Avenue.
5. Approval of Change Order No. 3 for Animal Shelter Addition.

Commissioner Kent Smoll moved to approve the consent calendar with a minor correction to the minutes. On page two under executive session change the words ‘consolation of attorney’ should be ‘consultation with attorney’. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.

ORDINANCES & RESOLUTIONS

Resolution No. 2020-23: A Resolution of the Governing Body of the City of Dodge City, Kansas Amending Resolution No. 2019-21 and 2019-27 Determining the Advisability of Issuing Taxable Industrial Revenue Bonds for the Purpose of Financing the Acquisition, construction and Equipping of a Commercial Facility to be Located in Said City; and Authorizing Execution of Related Documents was approved on a motion by Commissioner Joseph Nuci. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

Resolution No. 2020-24: A Resolution certifying legal authority and authorization to apply for the Public Works and Economic Adjustment Assistance from the United States Economic Development Administration. Commissioner Kent Smoll made a motion to apply for grant in the amount of five million dollars and use one million in city funds for matching, if it comes back and the grant is less than the five million dollars bring the application back to city commission to decide if they will move forward with the application. Commissioner Brian Delzeit seconded the motion. The motion carried 3 – 2 with Commissioners Rick Sowers and Joseph Nuci opposing.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers moved to approve the bids from Toter in the amount of \$31,243.68 for six hundred twenty four (624) 96 gallon wheeled trash carts for the Dodge City Sanitation Department. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.
2. Commissioner Kent Smoll moved to approve the agreement for Phase 2 Design for Engineering Services with SMH in the amount of \$148,197.50 for the Sixth/Seventh Avenue Realignment. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.
3. Commissioner Rick Sowers moved to approve Walter Heights Unit 2 Plat. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

OTHER BUSINESS

Ernestor De la Rosa, Assistant City Manager gave update on Census 2020.

There was further Discussion of Sunday and Holiday Liquor sales.

ADJOURNMENT

Commissioner Kent Smoll made a motion to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ATTEST:

Joyce Warshaw, Mayor

Connie Marquez, City Clerk

SPECIAL CITY COMMISSION MEETING MINUTES

Monday, August 24, 2020

8:00 am

Meeting

5164

This will be an entirely virtual meeting, and there are two ways to watch and listen in real-time:

1. Watch live on our Facebook page at www.facebook.com/cityofdodgecity
2. Or watch it on our Vimeo page at www.vimeo.com/cityofdodgecity.

Comments on these streams will be open to be utilized for the Public Hearing. The meeting will be archived on both sites to be viewed after the live video has ended.

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioner Rick Sowers, Kent Smoll Joseph Nuci, Brian Delzeit

Mayor Joyce Warshaw opened the Public Hearing on City of Dodge City 2021 Budget and advised listeners that there would be five minutes for any comments to be made. The Budget was presented by City Finance Director, Nicole May. No comments were made. Mayor Joyce Warshaw moved to close the public hearing.

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve the 2021 Budget as presented. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

ADJOURNMENT

Commissioner Kent Smoll moved to adjourn the meeting. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

Mayor, Joyce Warshaw

ATTEST:

City Clerk, Connie Marquez

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): 0044801956590F01

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

Name of Corporation Dillon Stores, Div of Dillon Companies Inc		Principal Place of Business 2700 E. 4th., P.O Box 1608	
Corporation Street Address 2700 E. 4th., P.O Box 1608		Corporation City Hutchinson	State KS
Date of Incorporation 5/13/1921		Articles of Incorporation are on file with the Secretary of State. <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name		Phone No.	
Residence Street Address		City	State
			Zip Code

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Dillon's #1	Name Kroger Business License Dept
Business Location Address 1700 N 14th St	Address P.O Box 305103
City Dodge City	City Nashville
State KS	State TN
Zip 67801	Zip 37214
Business Phone No. 620-225-6130	<input type="checkbox"/> Applicant owns the proposed business location. <input type="checkbox"/> Applicant does not own the proposed business location.
Business Location Owner Name(s)	

SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK

List each person and their spouse*, if applicable. Attach additional pages if necessary.

Name	Position	Date of Birth
see attached sheet, no one owns more than 25%		
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 26, 2020
Subject: Change Order #1, 1st Ave. Reconstruction (Hickory to Cedar), ST 1601
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for 1st Ave. Reconstruction (Hickory to Cedar) for a total increase in the amount of \$8,332.75.

Background: The 1st Ave. Reconstruction project was approved by the Commission on October 21, 2019. Work began on the project on March 2, 2020. The project was substantially completed on August 21, 2020.

Justification: Sub-Grade Repair – this item was deleted from the project.

Concrete Pavement (7")(AE)(NRDJ) – the increase of 175 S.Y. represents actual field measurements. A majority of this increase is due to reconstructing the west leg of the 1st Ave. and Division St. intersection.

7" Stamped Colored Concrete Crosswalk - the increase of 1 S.Y. represents actual field measurements.

Brick Pavement Patching - the increase of 7 S.Y. represents actual field measurements.

Rem./Repl. 30" Std. Curb & Gutter - the increase of 163 L.F. represents actual field measurements. Additional curb & gutter needed to be removed in order to complete the waterline installation, installation of a new 15" RCP at Ash St., and there was some additional curb & gutter that just needed to be replaced due to its condition.

6"x8" Reducer – the reduction of one fitting was a result of it not being needed.

8" M.J. 45° Bend – two 45° fittings were not needed to complete the installation of the waterline.

8" x 6" MJ Tee – these fittings were not needed to complete the waterline installation.

Connect to Existing Waterline – there was an over estimate of one connection on the proposal.

Abandone Water Valve Manholes – there were 3 extra water valve manholes that needed to be removed during the project.

15" RCP, Installed – once the existing brick pavement was removed, it was discovered that the concrete base for the brick was also the top of a small RCB that drained the inlet in the Northeast corner of Ash St. & 1st Ave. Installation of a 15" RCP was approved and the contractor installed 56 L.F.

Financial Considerations: Change Order #1 is for an increase of \$8,332.75.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Legal Considerations: N/A

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 1st Ave. Reconstruction (Hickory to Cedar)

PROJECT NUMBER: ST 1601

CONTRACTOR: Building Solutions, LLC

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
1st Ave. Reconstruction							
Sub-Grade Repair	C.Y.	150	0	-150	\$ 25.00		\$ (3,750.00)
Concrete Pavement (7')(AE)(NRDJ)	S.Y.	6260	6435	175	\$ 43.50		\$ 7,612.50
7" Stamped Colored Concrete Crosswalk	S.Y.	139	140	1	\$ 82.25		\$ 82.25
Brick Pavement Patching	S.Y.	39	46	7	\$ 101.00		\$ 707.00
Rem./Repl. 30" Std. Curb & Gutter	L.F.	191	354	163	\$ 37.00		\$ 6,031.00
6"x8" Reducer	Each	3	2	-1	\$ 1,050.00		\$ (1,050.00)
8" M.J. 45° Bend	Each	4	2	-2	\$ 750.00		\$ (1,500.00)
8"x6" M.J. Tee	Each	6	3	-3	\$ 850.00		\$ (2,550.00)
Connect to Existing Waterline	Each	5	4	-1	\$ 2,350.00		\$ (2,350.00)
Abandone Water Valve Manholes	Each	3	6	3	\$ 300.00		\$ 900.00
Ash St. Storm Sewer							
15" RCP, Installed	L.F.	0	56	56		\$ 75.00	\$ 4,200.00
						NET INCREASE	\$ 8,332.75

RECOMMENDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Building Solutions, LLC

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: August 24, 2020
Subject: Change Order #1, 2020 Chip Sealing, ST 2002
Agenda Item: Consent Calendar

Recommendation: Approve Change Order #1 for the 2020 Chip Sealing Project for a total increase in the amount of \$2,000.00.

Background: The 2020 Chip Sealing project was approved by the Commission on March 16, 2020. Work began on the project on July 28, 2020. The project was substantially completed on August 7, 2020.

Justification: "Shot Rock" Sealing – CRS-1HP – The decrease of 2,624 S.Y. represents actual field measurements. This was the quantity that was required to complete the sealing in Zone #4.

Remove Excess Vegetation from Streets – This item was added to the contract because the contractor had to remove excess vegetation along the toe of the curb and even in some of the transverse cracks in the street. It is expected and specified that foreign material be cleaned from the project. To remove vegetation it only requires a weed burner or weed eater, but there was so much vegetation, the contractor had to rent equipment with a blade to shave off the vegetation off of the street.

Financial Considerations: Change Order #1 is for an increase of \$2,000.

Purpose/Mission: The completion of this project aligns with the City's Core Value of Ongoing Improvement and Safety.

Legal Considerations: N/A

Attachments: Change Order #1

CITY OF DODGE CITY

Change Order

CONTRACT FOR: 2020 Asphalt Street Chip Sealing

PROJECT NUMBER: ST 2002

CONTRACTOR: Circle C Paving

REQUEST NUMBER: 1

ITEM DESCRIPTION	UNIT	CONTRACT OR PREVIOUS QUANTITY	ADJUSTED QUANTITY	AMOUNT OF OVERRUN OR UNDERRUN	CONTRACT UNIT PRICE	NEW UNIT PRICE	DOLLAR AMOUNT OF CHANGE
"Shot Rock" Sealing - CRS-1HP	S.Y.	137500	134876	-2624	\$ 2.18		\$ (5,725.09)
Remove Excess Vegetation from Streets	L.S.	0	1	1		\$ 7,725.09	\$ 7,725.09
						NET INCREASE	\$ 2,000.00

RECOMMEDED FOR APPROVAL:

This is to affirm that I have inspected this change in plans and construction and hereby agree to the quantities, unit prices, and amounts shown above.

Ray Slattery, P.E.
Director of Engineering Services

Contractor: Circle C Paving

Connie Marquez, City Clerk

Mayor or City Manager

By: _____



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2020 09 01
Subject: SPARKS Purchasing Approval
Agenda Item: New Business

Recommendation: Staff recommends authorizing the City Manager to execute the purchase of the items in the attached worksheet, utilizing SPARKs funding. The purchases will be contingent upon the approval by the State of Kansas.

Background: In August, The City of Dodge City received the first level of approval for the use of the SPARK (Strengthening People & Revitalizing Kansas) funds from Ford County. Staff developed a plan for these funds that would improve City operations during the Covid 19 crisis-and protect residents and Staff while providing services.

Staff has been getting quotes and bids for the items, making sure to include local vendors whenever possible. This process is still ongoing.

The projects included in this should benefit multiple City Departments and should boost safety, hygiene, and communication. They include:

- *Replaced phone system for City Hall (allows for improved working from home and communication)
- *Upgraded permanent windows for main counters (improves safety of residents and staff)
- *Improved remote access technologies (allows for improved working from home and communications)
- *Upgraded email system (allows for improved working from home and communications)
- *Kiosks for utility bill payment (allows for safe and convenient payment for residents)
- *New sprayers, gloves, and disinfectants
- *In-car police mobile data terminals (allows for improved efficiency and safety of officers)
- *Generators for City Hall, Police Station, and fire stations (insures operational continuity during crises and maintains communications)
- *Swipe cards for Time Clocking system (improved safety for staff)

Justification: Once the City receives final approval, items need to be purchased no later than December 31st, 2020.

Financial Considerations: Since the SPARKs funding will be allocated from Ford County, there is no funding match for the City.

Attachments: Sparks Funding Worksheet

2020 SPARKS Funding Worksheet

9/1/2020

City of Dodge City

	Actual Costs through July 30, 2020	Projected Future Direct Costs	TOTAL AMOUNT REQUESTED
TECHNOLOGY Related:			
VOIP phone system upgrade City Hall incl wiring		32,368.00	32,368.00
Remote access, pd software, for remote work	-	38,423.00	38,423.00
laptops, surfaces, and pcs for remote access	-	46,283.96	46,283.96
audio video upgrades for meeting etc	-	19,342.94	19,342.94
ms email and productivity cloud upgrades	-	36,200.00	36,200.00
kiosks for remote ub pay	-	138,000.00	138,000.00
Police Mobile Data Terminals (18) incl 3 mnths data	-	102,000.00	102,000.00
Updated media creation pc for Public Information		3,000.00	
webcams for communication desktop pcs (30)	-	3,000.00	3,000.00
Technology Subtotal	-	418,617.90	415,617.90
PPE Related:			
Sanitizer, Wipes, Gloves, etc.	-	-	-
sprayers, disinfectants, gloves, thermo, sanitizer stations	-	77,086.79	77,086.79
COVID related hygiene sanitation items City Hall	10,020.58	-	10,020.58
Additional items - please detail	-	-	-
Additional items - please detail	-	-	-
Additional items - please detail	-	-	-
PPE Subtotal	10,020.58	77,086.79	87,107.37
FACILITIES Related:			
generators (3)	-	147,000.00	147,000.00
various doors, touchless, cards etc to reduce touch	-	48,684.84	48,684.84
glass shields for counters, dividers	-	44,920.00	44,920.00
signage	-	1,225.28	1,225.28
Iwave HVAC purifier City Hall	-	5,600.00	5,600.00
Hennessey sliding doors (3)	-	37,500.00	37,500.00
Iwave HVAC purifier PD and Animal Shelter	-	12,000.00	12,000.00
Facilities Subtotal	-	296,930.12	296,930.12
OTHER Expenses:			
City staff wages for COVID-19 Leave	174,954.78	-	174,954.78
20k for Communications and I.T. 3 months 2020	-	20,000.00	20,000.00
City Staff wages associated with COVID-19 3/1-7/31	\$637,210.54	-	637,210.54
City Staff wages associated with COVID-19 8/1-12/31	-	429,043.29	429,043.29
Additional items - please detail	-	-	-
Other Subtotal	812,165.32	449,043.29	1,261,208.61
GRAND TOTAL	822,185.90	1,241,678.10	2,060,864.00



Memorandum

To: City Commission
From: Ryan Reid, Director of Administration
Date: 2020 09 02
Subject: Animal Cages Approval
Agenda Item: New Business

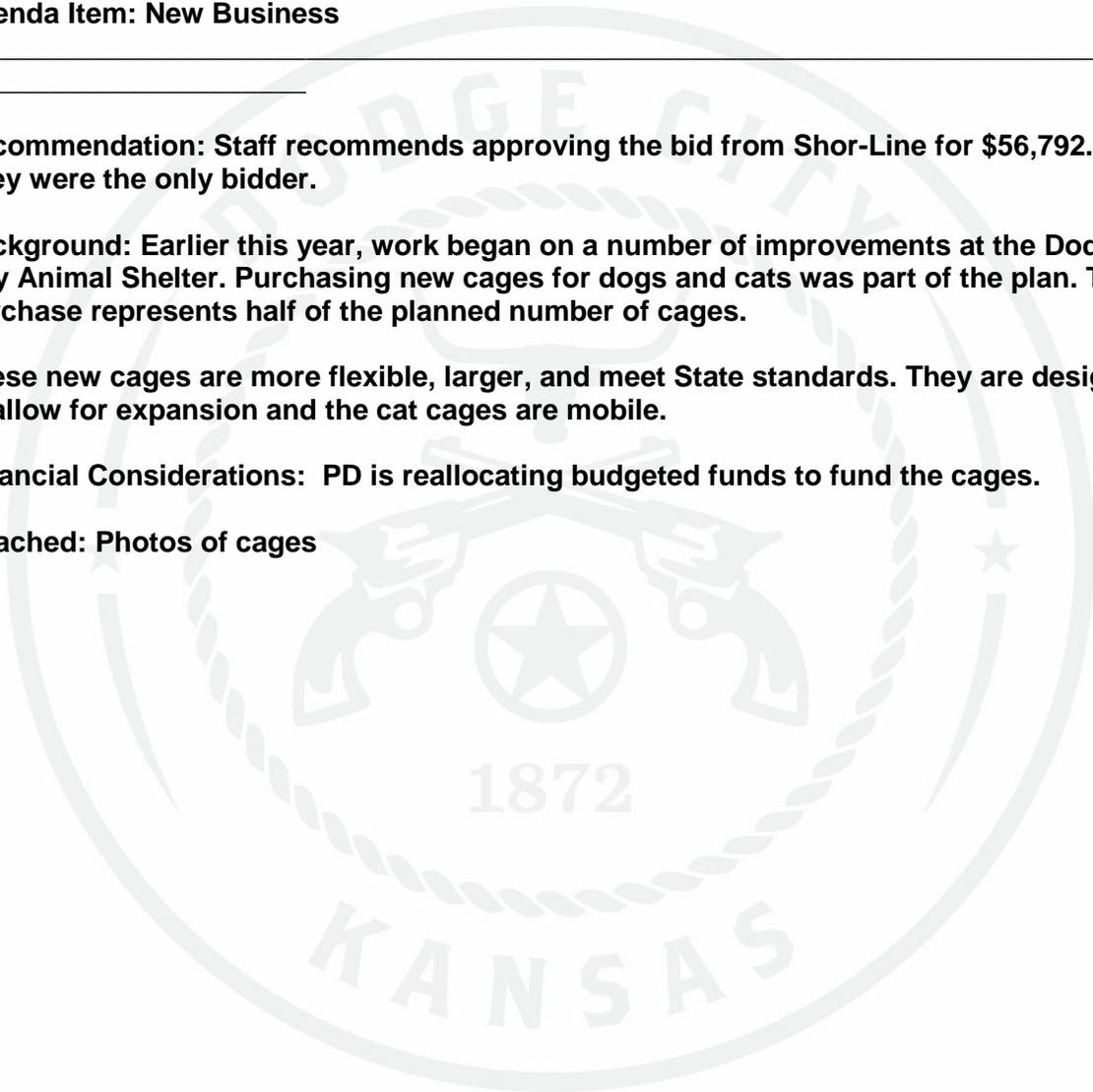
Recommendation: Staff recommends approving the bid from Shor-Line for \$56,792.62. They were the only bidder.

Background: Earlier this year, work began on a number of improvements at the Dodge City Animal Shelter. Purchasing new cages for dogs and cats was part of the plan. This purchase represents half of the planned number of cages.

These new cages are more flexible, larger, and meet State standards. They are designed to allow for expansion and the cat cages are mobile.

Financial Considerations: PD is reallocating budgeted funds to fund the cages.

Attached: Photos of cages





Dog Cages



Cat Condos

Memorandum

To: City Commissioners
From: Brad Ralph
Date: September 8, 2020
*Subject: Crossing Agreement of Wind
Developer*
Agenda Item: New Business

Recommendation: Staff recommends approval of the Crossing agreement with Iron Star Wind Project.

Background: Iron Star Wind Project will be constructing a wind energy generation project on certain real property in Ford County Kansas. The City has certain water and sewer pipelines on and across certain of the real property involved. This crossing agreement will allow developer to cross or encroach on certain areas of easement and right-of-way held by the City, pursuant to the terms and conditions of the agreement.

Justification: The development of these wind projects are of value to the local community and the City's interests are protected by the terms and conditions set forth.

Financial Considerations: The items which are proposed are financially neutral to the City.

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

Legal Considerations: None

Attachments: See attached Crossing Agreement.

(Space above this line reserved for recorder's use only.)

RECORDING REQUESTED BY, PREPARED BY AND
WHEN RECORDED RETURN TO:

Iron Star Wind Project, LLC
3760 State St., Ste. 200
Santa Barbara, CA 93105
Attn: Land Dept.

CROSSING AGREEMENT
(Pipeline)

By and Between:

Grantor: City of Dodge City, Kansas
806 N. 2nd Avenue
Dodge City, KS 67801
Attn: City Manager

Grantee: Iron Star Wind Project, LLC
3760 State Street, Suite 200
Santa Barbara, CA 93105
Attn: Legal Dept.

CROSSING AGREEMENT

THIS CROSSING AGREEMENT (this “**Agreement**”) is made and entered into as of this _____ day of _____, 20___, by and between the City of Dodge City, Kansas (“**City**”) and Iron Star Wind Project, LLC, a Delaware limited liability company (“**Wind Developer**”).

RECITALS

A. Wind Developer owns and holds certain Wind Easement Agreements (including any amendments, modifications or extensions thereof, the “**Wind Easements**”) over certain real property located in Ford County, Kansas (collectively the “**Property**”), which Wind Easements and Property are more particularly described in Exhibit A attached hereto and incorporated herein by this reference, whereby Wind Developer was granted certain exclusive rights and interests in, on, over and across the Property for the development of a wind energy generation project, including the rights and easements for access, ingress and egress to and from the Property, for wind energy conversion, for the collection and transmission of wind generated electric power, and for related and incidental purposes and activities upon the terms and conditions set forth in the Wind Easements, including but not limited to rights to construct, use, operate, maintain, repair, replace, and remove wind turbine generators and associated towers, overhead and underground electrical transmission, distribution and communication lines, roads and ancillary facilities and improvements (collectively, the “**Wind Facilities**”).

B. City has installed and operates certain water and sewer pipelines and appurtenances (collectively, the “**City Facilities**”) on, across and under the Property, or portions thereof, pursuant to certain easement and right of way agreements granted to City, as said easement and right of way agreements are identified and described in Exhibit B attached hereto and incorporated herein by this reference (said easement and right of way agreements, including any amendments, modifications or extensions thereof, hereinafter referred to collectively as the “**City Easements**”).

C. Wind Developer anticipates that certain of its Wind Facilities will encroach upon and cross certain of the City Facilities at the locations identified and depicted in Exhibit C attached hereto and incorporated herein by this reference (said crossing locations, and the area of the Property affected thereby, being hereinafter referred to collectively as the “**Crossings**”).

D. City is willing to consent and agree to Wind Developer’s construction, use, operation, maintenance, repair, replacement, and removal of the Wind Facilities in the Crossings under the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Consent to Crossings. City hereby consents and agrees to Wind Developer’s construction, use, operation, maintenance, repair, replacement, and removal of the Wind Facilities across the City Facilities within the Crossings located on the Property. Wind Developer will construct, install and maintain the Wind Facilities in accordance with the design specifications

attached hereto as **Exhibit D** and incorporated herein by this reference (the “**Crossing Specifications**”). So long as Wind Developer complies with the Crossing Specifications and the terms and conditions of this Agreement, City agrees that it will not disturb or interfere with (i) any of the Wind Facilities once installed in the Crossings, or (ii) any of Wind Developer’s activities and operations on, or rights and interests in, the Property and the Crossings, or any portion thereof.

2. **As Built Crossings.** Within a reasonable time after completion of installation of the Wind Facilities in the Crossings, Wind Developer and City will amend this Agreement to replace **Exhibit C** with the geolocated coordinates of the Crossings.

3. **Maintenance & Notice Responsibilities.** Each party shall give the other party at least **48 hours**’ notice prior to commencing any construction, maintenance, repair, replacement or removal work in the Crossings to allow the other party to have a representative present during any such work activity at the following contact numbers:

City:	Wind Developer:
Nickolaus Hernandez 620-225-8100 City Manager City of Dodge City	During Construction of Wind Project: Charlie Patrick 405-863-6198
Ray Slattery 620-339-2549 Director of Engineering Services City of Dodge City	During Operations of Wind Project: ENGIE Real Time Operations Desk 713-636-1182

In the event of an emergency where immediate maintenance or repair work is required to be performed by one party and 48 hours prior notice to the other party is not possible, then the party performing the emergency maintenance or repair work will contact the other party as soon as is practicable under the circumstances after learning of the emergency event at the numbers provided above so that the other party may have a representative present during any such work activity. Notwithstanding anything to the contrary in this Agreement, City shall be solely responsible for the costs of construction, installation, inspection, operation, use, maintenance, repair, alteration, removal and replacement of City Facilities in the Crossings, and Wind Developer shall be solely responsible for the costs of construction, installation, inspection, operation, use, maintenance, repair, alteration, removal and replacement of Wind Facilities in the Crossings; except that a party (including for purposes hereof, such party’s employees, invitees, contractors, subcontractors, agents and representatives) causing damage to the property or facilities of the other party shall be responsible for and shall reimburse the other party for the actual costs incurred by the other party in repairing any such damage.

4. **Road Use.** City and Wind Developer each agree that the other party, and each of their respective employees, agents, contractors, and suppliers, may use all roads located on or serving as access to the Property that are constructed or maintained by either party. City and Developer further agree to repair all damage to any jointly used road caused by its respective use

thereof, and each of the parties agrees to bear and pay a proportionate share of the cost of maintaining public roads in good condition and repairing damage that is not directly attributable to use by one party or other, according to the amount of each respective party's use. The level of maintenance necessary for any such public roads shall be in the sole discretion of City.

5. Heavy Equipment. Wherever Wind Developer will cross the City Facilities with heavy equipment, machinery or vehicles, Wind Developer will place matting or other suitable material over the City Facilities and will maintain a minimum of forty-eight inches (48") of cover over the top of the City Facilities. Wind Developer will use its best efforts to cross perpendicular over any City Facilities and will not transport or move heavy equipment, machinery or vehicles longitudinally over the City Facilities. No vibratory compaction equipment is allowed in the vicinity of the Crossings where City Facilities are installed or located.

6. Remediation of Property. Upon removal of any of the Wind Facilities from any area of the Property, Wind Developer shall perform such remediation of the Property pursuant to the terms and conditions of its Wind Easements so as to return the surface of the Property to as near to the condition in which it existed at the execution of this Agreement as is reasonably practicable.

7. Notices. Unless otherwise expressly provided in this Agreement, all notices, demands or other communications required or permitted to be given under this Agreement shall be in writing and shall be given by U.S. Postal Service certified mail, by hand delivery, or by reputable international overnight courier, sent to the address of the respective parties hereto on the cover page of this Agreement, or to such other address and/or facsimile number as either party or its successors or permitted assigns may from time to time specify by like notice. Notices are deemed to be delivered (i) upon receipt if hand-delivered, (ii) four (4) days after mailing if mailed, or (iii) two (2) days after sending by overnight courier.

8. Incorporation of Recitals. The Recitals set forth above are hereby adopted and incorporated into this Agreement as though fully set forth herein.

9. Amendment. No amendment or modification to this Agreement shall be valid unless it is in writing and signed by both parties hereto.

10. Assignment. Wind Developer may assign this Agreement, and any rights and privileges herein granted, or any part thereof, without the prior written consent of City. Wind Developer shall notify City of any such assignment or partial assignment of this Agreement; however, failure to give such notice shall not invalidate such assignment. No such assignment shall relieve Wind Developer of its obligations under this Agreement unless such assignee confirms, in writing, that it consents to and agrees to be bound by the terms and conditions of this Agreement. Wind Developer (or its assigns) may, without City's consent, assign, pledge, mortgage or transfer its rights and privileges under this Agreement to any lender of Wind Developer (or such assigns).

11. Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Kansas, without regard to any principles of conflicts of law that would

result in the application of the laws of any other jurisdiction, with Ford County, Kansas, being the venue for any legal action or dispute between the parties arising out of this Agreement.

12. Limitation of Liability. Each party specifically reserves its rights under this Agreement, in law, in equity or otherwise, to enforce this Agreement and/or seek recovery of any damages in the event of a breach or default by the other party of any term or condition hereof. Nothing contained in this Agreement shall be deemed or intended to limit the parties' rights to enforce (by specific performance, injunction or otherwise) or to seek damages in connection with any breach hereof. Notwithstanding any provision herein to the contrary, neither Party nor any of their respective officers, directors, employees, contractors, subcontractors, agents, advisors, affiliates or officers, directors, employees, contractors, subcontractors, agents or advisors of their affiliates shall be liable hereunder for consequential or indirect loss or damages, including loss of business, profit or anticipated revenues, cost of capital, loss of goodwill, increased operating costs or any other special, punitive, exemplary or incidental damages.

13. Further Assurances; Good Faith. Each of the parties shall from time to time do all such further acts and execute and deliver all such further documents as shall be reasonably requested or required in order to fully perform and carry out the terms, intent and purposes of this Agreement. The terms and conditions of this Agreement, including, without limitation, the parties' conduct, exercise of discretion and the performance of their respective obligations hereunder shall at all times be governed by the principles of good faith, fair dealing and reasonableness.

14. Successors & Assigns. The terms and provisions of this Agreement shall run with the land and shall be binding upon inure to the benefit of the parties hereto and their respective heirs, administrators, executors, legal representatives, successors and assigns and are specifically intended to be relied upon and enforceable by any person holding a mortgage or deed of trust against the Wind Easements.

15. Entire Agreement. This Agreement supersedes all previous oral and written negotiations, understandings and agreements between the parties with respect to the subject matter hereof, if any, and comprises the entire and final agreement of the parties with respect to the subject matter hereof.

16. Severability. If any term or provision, or any portion thereof, of this Agreement is found or held by a court of competent jurisdiction in a final and unappealable judgment to be invalid, illegal or unenforceable, then the remaining terms and provisions hereof shall not be affected thereby and shall remain valid, legal and enforceable to the fullest extent under the law.

17. No Partnership. The Parties hereto agree and understand that this Agreement is not intended to and does not create any type of partnership or joint venture between them.

18. Waiver. No waiver of performance of any obligation or of a default under this Agreement is valid or binding unless it is in writing and signed by the party charged with the waiver. No waiver of any one obligation, right, default or breach shall constitute a waiver of any future obligation, right, default or breach of the same or similar nature, and no waiver shall constitute a continuing waiver. The delay or failure by a party to enforce any obligation, right,

default or breach shall not constitute a waiver of that obligation, right, default or breach, or a waiver of the ability to enforce the same obligation, right, default or breach in the future.

19. Authority. The parties warrant they have the power and authority to enter this Agreement, and the signatories hereto warrant that they have the authority to execute this Agreement on behalf of their respective companies.

20. Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

21. Recording. The parties agree that this document may be recorded in the real property records of the County or Counties in which the Property is located.

22. Headings. The section headings herein are inserted only for convenience of reference and shall in no way be interpreted to define, limit or describe the scope or intent of any provision of this Agreement.

[SIGNATURE PAGES FOLLOW]

EXHIBIT A

DESCRIPTION OF WIND EASEMENTS & THE PROPERTY

1. PID 5 - A Wind Easement Agreement dated 12/29/2008 and recorded on 2/3/2010 in Book 135 at Page 536-573 in the official public records of Ford County, Kansas, pertaining to that certain real property located in Ford County, Kansas, described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of Section 7, Township 28 South, Range 24 West of the 6th P.M.

The Northeast Quarter (NE $\frac{1}{4}$) of Section 10, Township 28 South, Range 25 West of the 6th P.M.

The East Half of the South Half of the North Half (E $\frac{1}{2}$ S $\frac{1}{2}$ N $\frac{1}{2}$) of Section 12, Township 28 South, Range 25 West of the 6th P.M.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 11, Township 28 South, Range 25 West of the 6th P.M.

The East 60 Acres of the Southwest Quarter (SW $\frac{1}{4}$) of Section 11, Township 28 South, Range 25 West of the 6th P.M.

The East Half of the Southwest Quarter (E $\frac{1}{2}$ SW $\frac{1}{4}$) of Section 32, Township 27 South, Range 24 West of the 6th P.M.

The West Half of the Southeast Quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) of Section 32, Township 27 South, Range 24 West of the 6th P.M.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 33, Township 27 South, Range 25 West of the 6th P.M.

The East Half of the Northwest Quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 27, Township 27 South, Range 24 West of the 6th P.M.

The West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$) of Section 19, Township 27 South, Range 24 West of the 6th P.M.

The Northwest Half (NW $\frac{1}{2}$) of Section 19, Township 27 South, Range 24 West of the 6th P.M.

The Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 28 South, Range 24 West of the 6th P.M., LESS & EXCEPT a tract of land: COMMENCING at the NW corner of Section 6, Township 28 South, Range 24 West; thence South along the West line of Said Section 6 for 1649.12 feet to the Point of Beginning; thence continuing South along the West line of said Section 6 for 445 feet; thence South 89 degrees 41' East for 460 feet; thence North

for 445 feet; thence North 89 degrees 41' West for 460 feet to the Point of Beginning. Containing 4.7 acres more or less. West 30 feet reserved for road right of way purposes; AND LESS & EXCEPT a tract of land comprising approximately 5.52 acres located in the NW¼ of Section 6, Township 28 South, Range 24 West of the 6th P.M., BEGINNING at the Northwest corner of said Section 6; thence South 264 feet to a point; thence East 910.9 feet to a point; thence North 264 to the North line of Section 6; thence West 910.9 feet to the Point of Beginning. AND LESS & EXCEPT a tract a land located in the Northwest Quarter (NW¼) of Section 6, Township 28 South, Range 24 West of the 6th P.M., according to the Government Survey thereof, described as follows: COMMENCING at the Northwest corner of said Section 6; thence South along the West line of Section 6, a distance of 264 feet to the Point of Beginning; thence continuing South 47 feet 10 inches; thence East 910.9 feet to a point; thence North 47 feet 10 inches to a point; thence West 910.9 feet to the Point of Beginning containing 1.00 acres, containing approximately 148.78 acres, more or less.

2. PID 6 - A Wind Easement Agreement dated 10/31/2008 and recorded on 4/22/2010 in Book 137 at Page 558-592 in the official public records of Ford County, pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The Southwest Quarter (SW¼) of Section 3, Township 28 South, Range 25 West of the 6th P.M.

The Northwest Quarter (NW¼) of Section 11, Township 28 South, Range 25 West of the 6th P.M.

3. PID 7 - A Wind Easement Agreement dated 2/25/2009 and recorded on 8/31/2009, in Book 130, Page 106 in the official public records of Ford County, Kansas, pertaining to that certain real property located in Ford County, Kansas, described as follows:

Tract 1:

The Northeast Quarter (NE/4) of Section Eleven (11), Township Twenty-eight (28) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Tract 2:

Lots One (1) and Two (2) and the South Half of the Northeast Quarter (S/2 NE/4) of Section Four (4), Township Twenty-eight (28) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas, LESS Commencing at the Northeast corner of said Section 4, thence on an assumed bearing of S0°00'00"W, along the East line of said Northeast Quarter of said Section 4, a distance of 1,012.00 feet to a 1/2" round x 30" long Re-Bar and Cap #662, said point being the TRUE POINT OF BEGINNING; thence bearing N90°00'00"W, a distance of 720 feet to a 1/2" round x 30" long Re-Bar and Cap #662; thence bearing S0°00'00"W, a distance of 264.00 feet to a 1/2" round x 30" long Re-Bar and Cap #662; thence bearing S90°00'00"E, a distance of 368.50 feet to a 1/2" round x 30" long Re-Bar and Cap #662; thence bearing S0°00'00"W, a distance of 274.00 feet to a 1/2" round x 30" long Re-Bar and Cap #662; thence bearing N90°00'00"E, a distance of 351.50 feet to a 1/2" round x 30" long Re-Bar and Cap #662, said point being

on the East line of said Northwest Quarter of said Section 4; thence bearing N0°00'00"E, along the East line of said Northeast Quarter of said Section 4, a distance of 538.00 feet to the Point of Beginning.

Tract 3:

The Southeast Quarter (SE/4) of Section Twenty-one (21), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Tract 4:

The Northwest Quarter (NW/4) of Section Twenty-seven (27), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Tract 5:

The East 100 Rods of the North 1,740 feet of the South Half of Section 26, Township 27 South, Range 25 West of the 6th PM, Ford County, Kansas. Subject to public road.

AND

The South 1/3 of the South Half and the West 220 Rods of the North 2/3 of the South Half of Section 26, Township 27 South, Range 25 West of the 6th PM, Ford County, Kansas. Subject to public road.

AND

The Southeast 35 acres of the South Half of Section 26, Township 27 South, Range 25 West of the 6th PM, Ford County, Kansas, ALL tracts sometimes being described as the South Half of Section 26, Township 27 South, Range 25 West of the 6th PM, Ford County, Kansas.

Tract 6:

The East Half of the Southwest Quarter (E/2 SW/4) of Section Nine (9), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

4. PID 31 - A Wind Easement Agreement dated 11/3/2008 and recorded on 10/16/2009 in Book 132 at Page 528-562 in the official public records of Ford County, Kansas; pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The South Half (S¹/₂) of Section 1, Township 28 South, Range 25 West of the 6th P.M.

5. PID 426 - An unrecorded Wind Easement Agreement dated 6/30/2020, a memorandum of which was recorded on _____ in Book ___ at Page ___ in the official public records of Ford County, Kansas, pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The North Half of the North Half (N $\frac{1}{2}$ N $\frac{1}{2}$) of Section 12, Township 28 South, Range 25 West of the 6th P.M., LESS & EXCEPT the following described tract: that part of the Northeast Quarter (NE $\frac{1}{4}$) of Section 12, Township 28 South, Range 25 West of the 6th P.M., described as follows:

BEGINNING at the Northeast corner of said Section 12;
THENCE on the Global Positioning Satellite System bearing basis of. South 00°06'56" West, along the East line of said Northeast Quarter, for a distance of 471.74 feet;
THENCE on the bearing of North 89°53'04" West for a distance of 253.00 feet;
THENCE on the bearing of North 02°10'08" East -for a distance of 475.00 feet to the North line of said Northeast Quarter (NE $\frac{1}{4}$);
THENCE on the bearing of South 89°09'54" East, along said North line, for a distance of 236.00 feet to the Point of Beginning.

6. PID 70 - A Wind Easement Agreement dated 4/29/2010 and recorded on 8/5/2010 in Book 141 at Page 384-418 in the official public records of Ford County, Kansas; pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The Northwest Quarter (NW $\frac{1}{4}$) of Section 23, Township 27 South, Range 25 West of the 6th P.M.

7. PID 71 - An unrecorded Wind Easement Agreement dated 6/5/2014, a memorandum of which was recorded on 07/11/2014 in Book 161 at Page 402 in the official public records of Ford County, Kansas, pertaining to that certain real property located in Ford County, Kansas, described as follows:

Tract 1:

The Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-seven (27), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

Tract 2:

The South Half (S/2) of Section Twenty-four (24), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas.

8. PID 154 - A Wind Easement Agreement dated 12/31/2009 and recorded on 3/19/2010 in Book 136 at Page 581-617 in the official public records of Ford County, Kansas; pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The Southeast Quarter (SE $\frac{1}{4}$), LESS & EXCEPT a 5-acre tract in the southwest corner of the southeast quarter of Section 36, Township 27 South, Range 25 West of the 6th P.M.

The Northeast Quarter (NE $\frac{1}{4}$) and the West Half of the Northwest Quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 36, Township 27 South, Range 25 West of the 6th P.M.

9. PID 168 - An unrecorded Wind Easement Agreement dated 4/13/2020, a memorandum of which was recorded on 6/29/2020 in Book 173 at Page 854 in the official public records of Ford County, Kansas, pertaining to that certain real property situated in Ford County, Kansas, described as follows:

Lots 3 and 4 the South Half of the Northwest Quarter (S $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 1, Township 28 South, Range 25 West of the 6th P.M.

10. PID 169 - A Wind Easement Agreement dated 12/29/2008 and recorded on 4/22/2010 in Book 137 at Page 383-417 in the official public records of Ford County, Kansas; pertaining to that certain real property situated in Ford County, Kansas, described as follows:

Lots 1 and 2, and the South Half (S $\frac{1}{2}$) of the Northeast Quarter (NE $\frac{1}{4}$) of Section 1, Township 28 South, Range 25 West of the 6th P.M., LESS & EXCEPT a tract of land: BEGINNING at the NE corner of said Section 1; T-28-S; R-25-W of the 6th P.M., said point being the True Point of Beginning; thence West along the North Line of Said Section 1, a distance of 726.00 feet; thence South parallel to the East Line of said Section 1, a distance of 726.00 feet; thence East parallel to the North Line of said Section 1 a distance of 726.00 feet to the East Line of said Section 1; thence North along the East Line of said Section 1, a distance of 726.00 feet to the Point of Beginning of Section 1, Township 28 South, Range 25 West of the 6th P.M.

11. PID 250 - A Wind Easement Agreement dated 10/1/2010 and recorded on 3/21/2011 in Book 145 at Page 73-115 in the official public records of Ford County, Kansas, pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) and the West Half of the Northeast Quarter (W $\frac{1}{2}$ NE $\frac{1}{4}$), and the Northwest Quarter (NW $\frac{1}{4}$) of Section 35, Township 27 South, Range 25 West of the 6th P.M., LESS & EXCEPT a tract of land in the North Half (N $\frac{1}{2}$) of Section 35, Township 27 South, Range 25 West, more fully described as follows: COMMENCING at the Northwest Corner of Section 35, Township 27 South, Range 25 West, thence East along the North boundary line of said Section 35 for 1452 feet to a Point of Beginning; thence continuing East along the North boundary line of said Section 35 for 1662.58 feet; thence South 0°31'25" East for 1765.15 feet; thence South 13°55' West for 935.35 feet; thence North 86°53'55" West for 234.1 feet to a point on the West boundary line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 35; thence North 0°23'30" West along the West boundary line of the Northeast Quarter (NE $\frac{1}{4}$) of said Section 35 for 2000.36 feet; thence West parallel with the North boundary line of said Section 35 for 1201.6 feet; thence North 0°25' West parallel with the West boundary line of said Section 35 for 660 feet to the Point of Beginning, containing 43.86 acres. The North 30 feet of the above described tract is subject to use by the public for public road purposes of Section 35, Township 27 South, Range 25 West of the 6th P.M.

The Southeast Quarter (SE $\frac{1}{4}$) of Section 15, Township 27 South, Range 25 West of the 6th P.M.

The Northwest Quarter (NW¼) of Section 22, Township 27 South, Range 25 West of the 6th P.M.

12. PID 425 - An unrecorded Wind Easement Agreement dated 6/30/2020, a memorandum of which was recorded on 7/28/2020 in Book 1 at Page 142 in the official public records of Ford County, Kansas, pertaining to that certain real property situated in Ford County, Kansas, described as follows:

The South Half (S½) of Section 6, Township 28 South, Range 24 West of the 6th P.M.

EXHIBIT B

DESCRIPTION OF CITY EASEMENTS

1. Dodge City Wastewater Treatment Facilities Easements recorded 3/19/2003 in Book 107, Page 495. in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item Nos. 1, 7, 8 of Exhibit A)

NE/4 S1-T28S-R25W
NE/4 S36-T27S-R25W
SE/4 S36-T27S-R25W
SE/4 S25-T27-R25W
NE/4 S25-T27S-R25W
SE/4 S24-T27S-R25W
SW/4 S12-T28S-R25W
SE/4 S12-T28S-R25W
SE/4 S11-T28S-R25W
2. Permanent Utility Easement to City of Dodge City, Kansas dated 4/30/2004 and recorded 6/10/2004 Book 111, Page 555 in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item No. 2 of Exhibit A)

NW/4 S11-T28S-R25W
3. Permanent Utility Easement City of Dodge City, Kansas dated 4/30/2004 and recorded 6/10/2004, in Book 111, Page 564 in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item No. 3 of Exhibit A)

SW/4 S26-T27S-R25W
4. Easement to the City of Dodge City, Kansas dated 6/11/2003 and recorded 6/16/2003 in Book 108, Page 551 in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item No. 4 of Exhibit A)

S/2 S1-T28S-R25W
5. Easement to the City of Dodge City, Kansas, dated 6/11/2003 and recorded 6/16/2003 in Book 108, Page 547 in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item No. 5 of Exhibit A)

N/2 N/2 S12-T28S-R25W
6. Easement granted to the City of Dodge City, Kansas dated 6/12/2003 and recorded 7/16/2003 in Book 108, Page 552 in the official public records of Ford County, Kansas

(covering that certain Property, or a portion thereof, described in Item Nos. 9 and 10 of Exhibit A)

N/2 S1-T28S-R25W

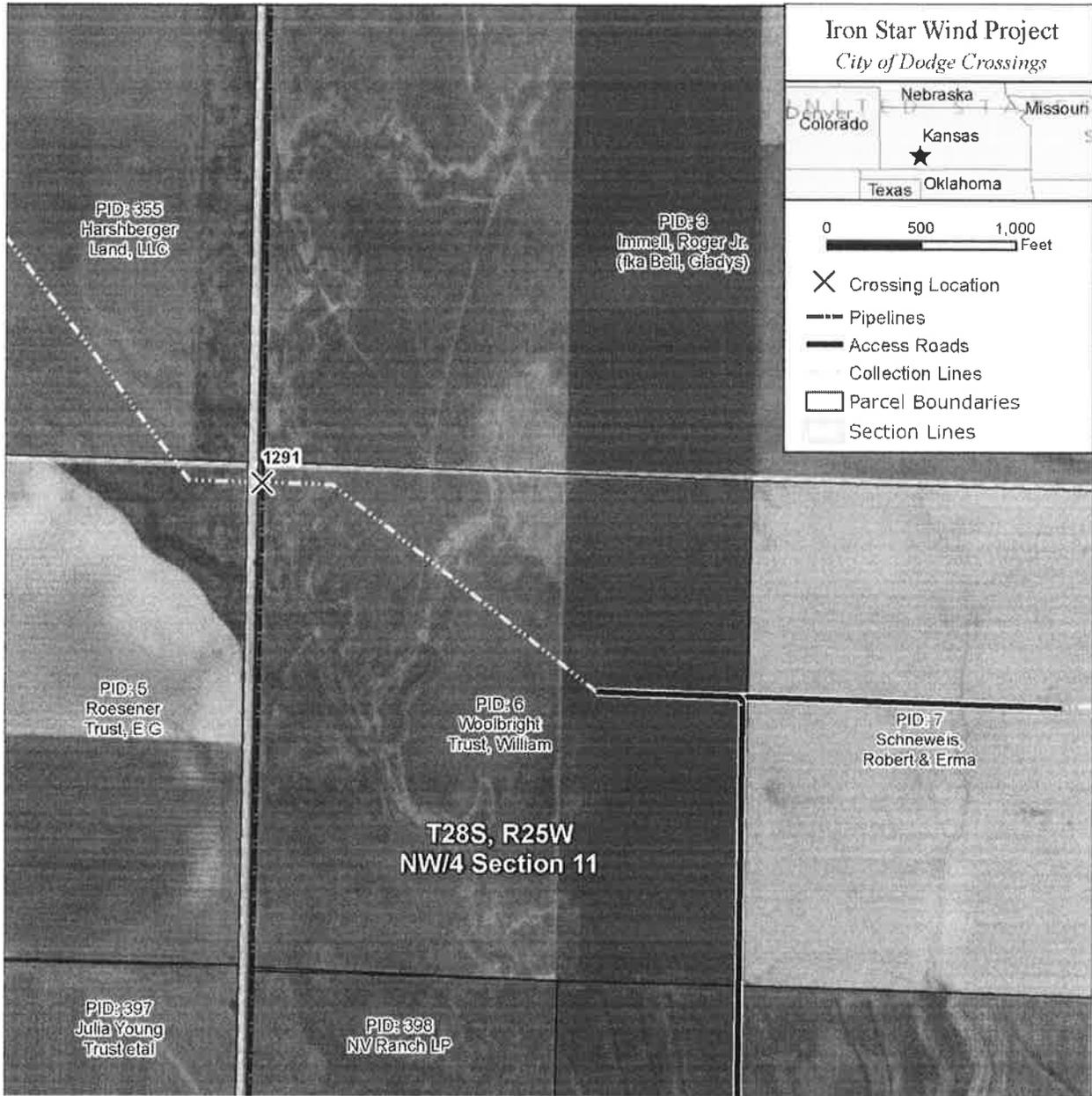
7. Permanent Utility Easement granted to the City of Dodge City, Kansas dated 4/28/2004 and recorded 6/10/2004 Book 111, Page 558 in the official public records of Ford County, Kansas (covering that certain Property, or a portion thereof, described in Item No. 11 of Exhibit A)

S35-T27S-R25W

EXHIBIT C
CROSSINGS

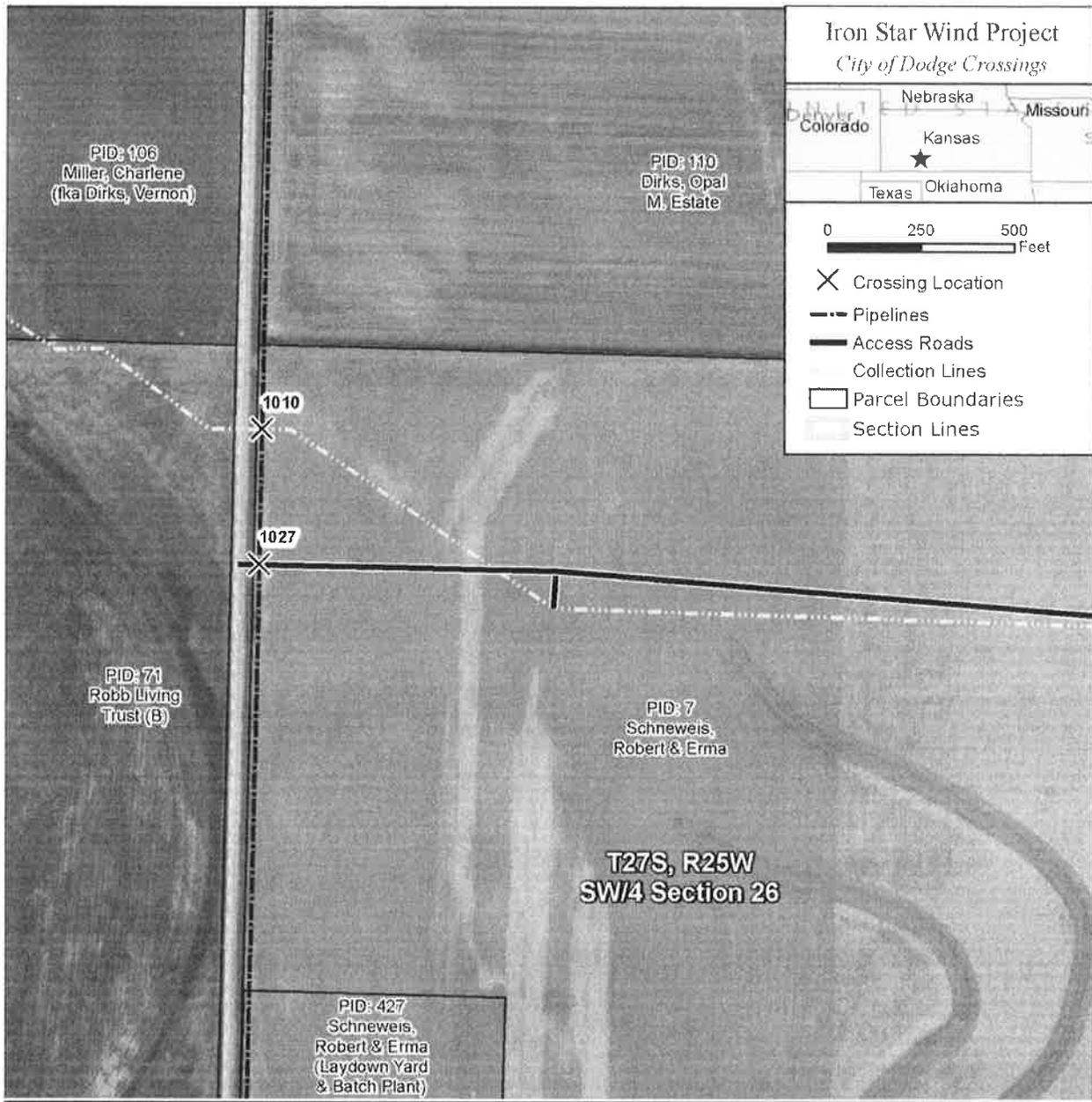
[See attached.]

PID 6



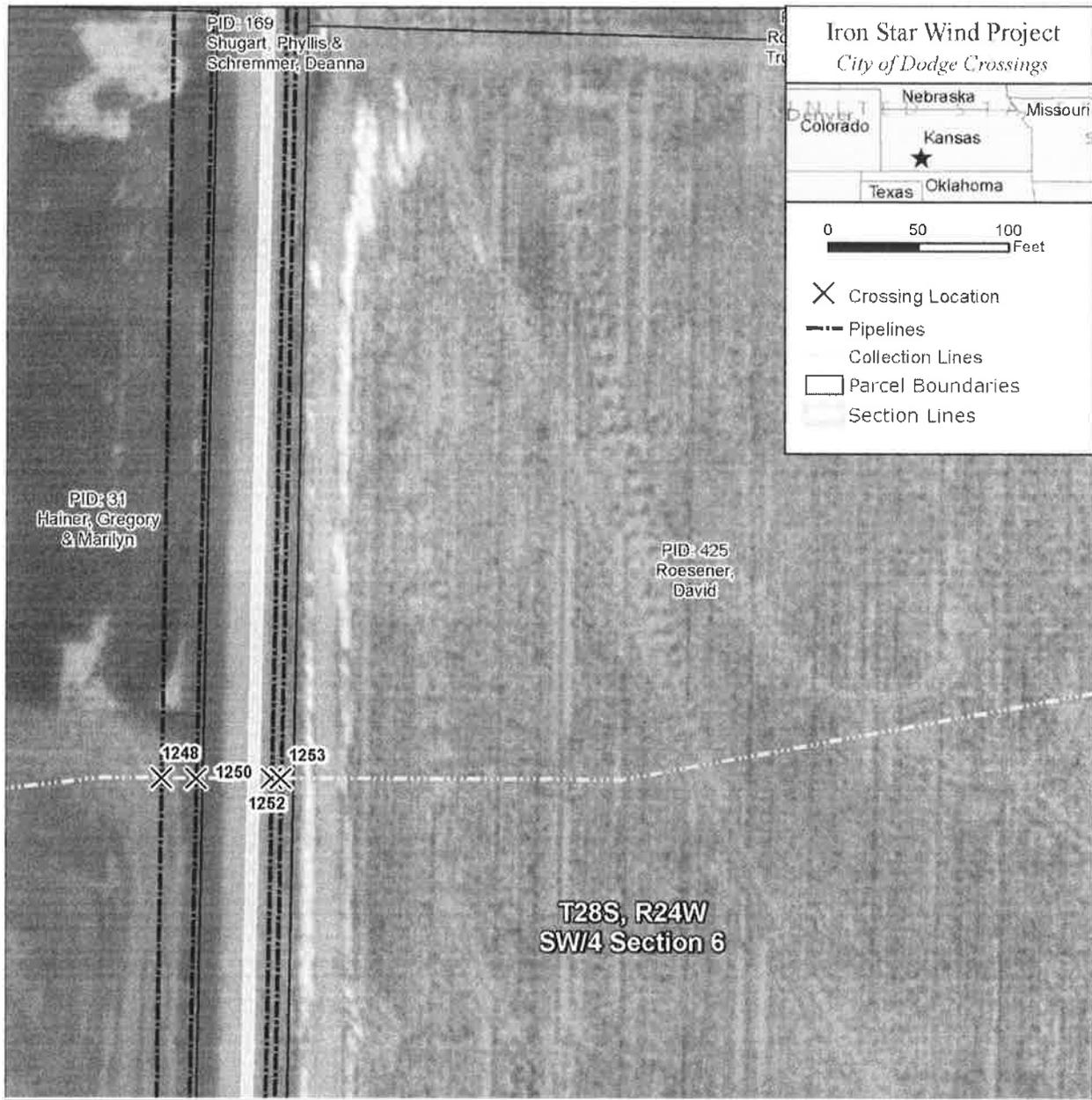
Crossing #	Quarter Section	Wind Facilities	Crossing Location
1291	NW/4 S11-T28S- R25W	Collection Line	Lat: 37.63404852 Long: -100.0334332

PID 7



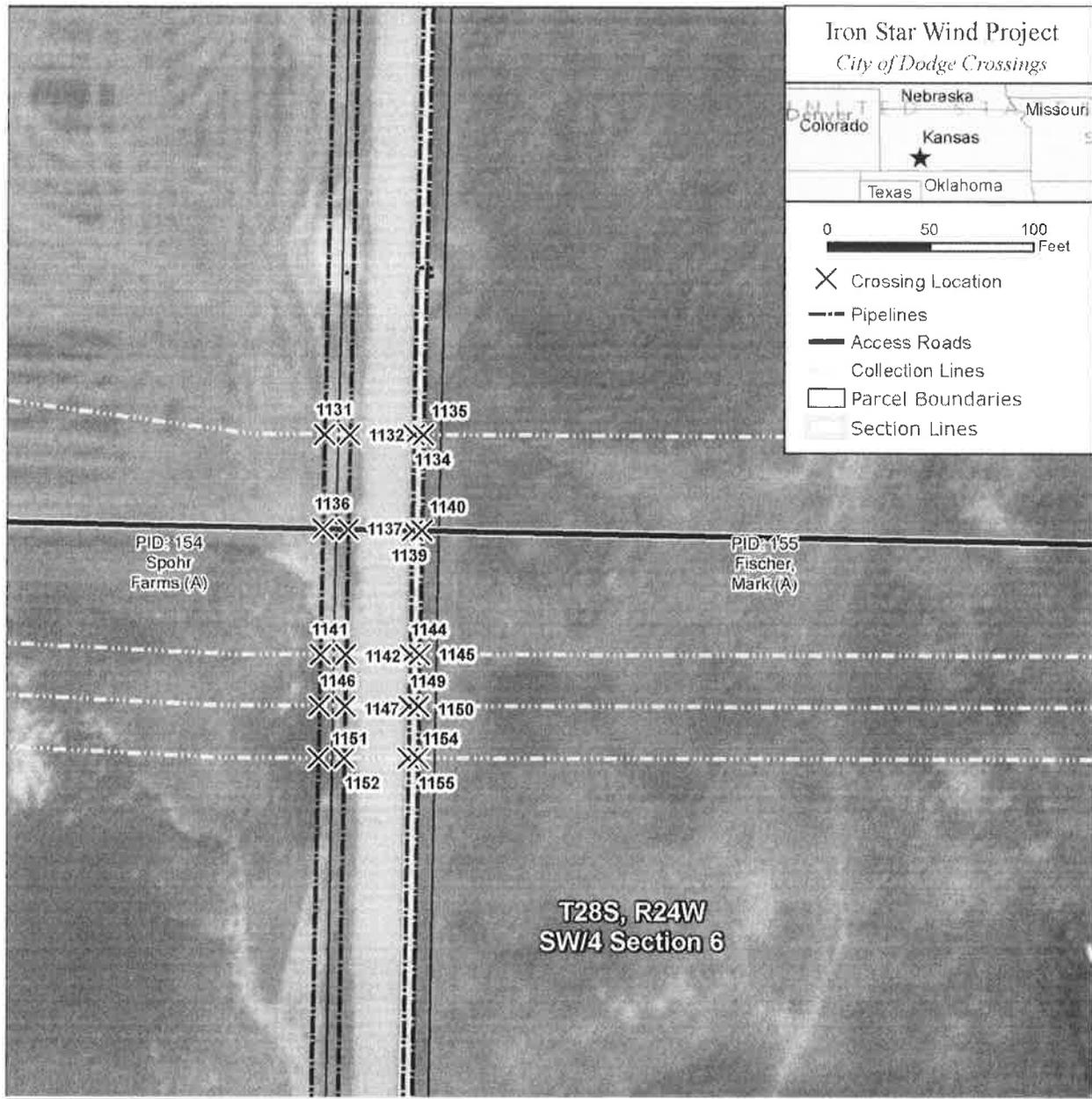
Crossing #	Quarter Section	Wind Facilities	Crossing Location
1010	SW/4 S26-T27S-R25W	Collection Line	Lat: 37.67028549 Long: -100.0333308
1027	SW/4 S26-T27S-R25W	Access Road	Lat: 37.66929222 Long: -100.0333352

PIDs 31 and 425



Crossing #	Quarter Section	Wind Facilities	Crossing Location
1248	S/2 S1 - T28S-R25W	Collection Line	Lat: 37.64013057 Long: -99.99718044
1250	S/2 S1 - T28S-R25W	Collection Line	Lat: 37.64013129 Long: -99.9971138
1252	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.64013284 Long: -99.99696989
1253	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.64013303 Long: -99.99695206

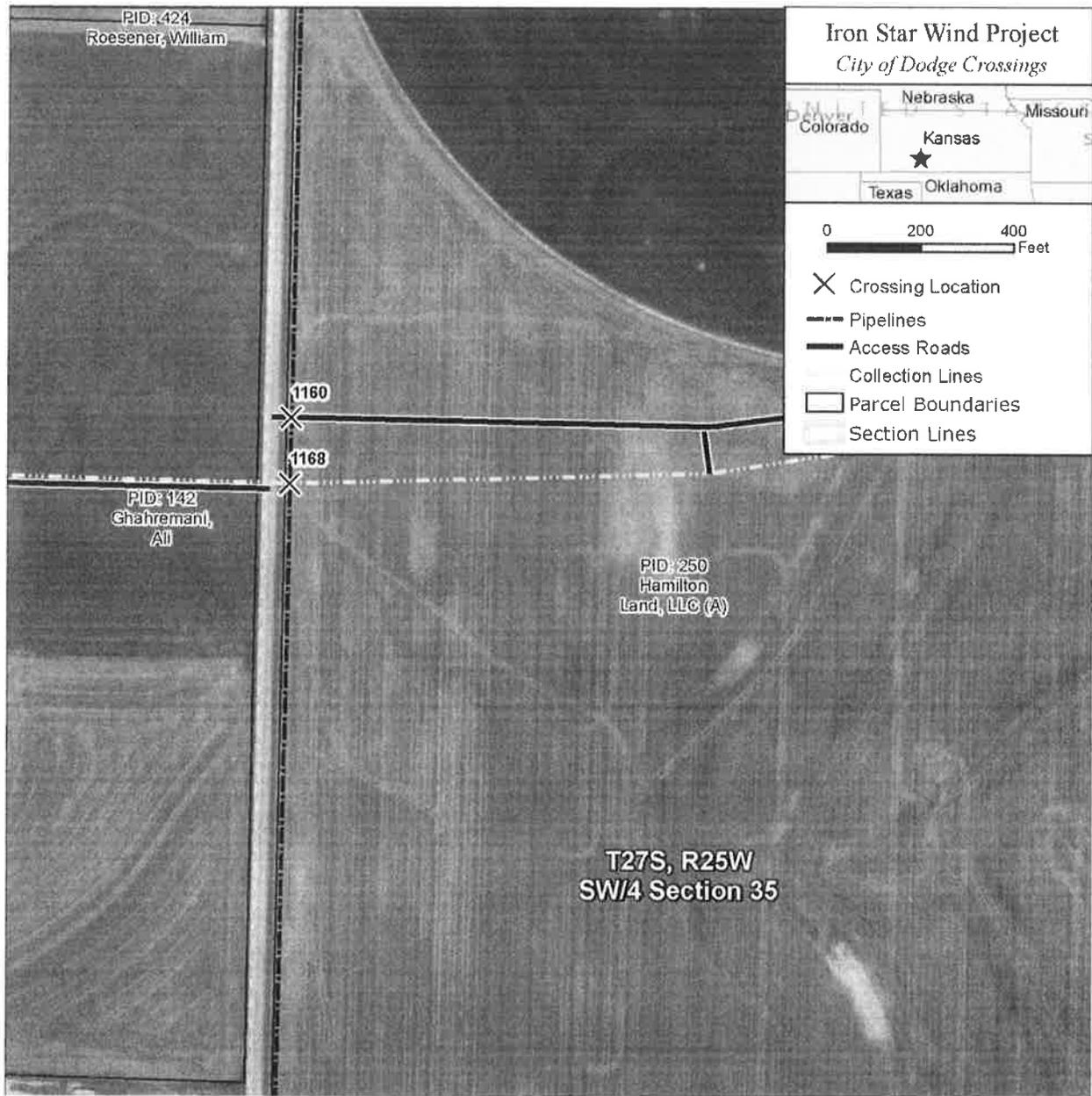
PIDs 154 and 155



Crossing #	Quarter Section	Wind Facilities	Crossing Location
1131	E/2 S36-T27SR25W	Collection Line	Lat: 37.65612704 Long: -99.99708751
1132	NW/4 S6-T28S- R24W	Collection Line	Lat: 37.65612744 Long: -99.99704506
1134	NW/4 S6-T28S- R24W	Collection Line	Lat: 37.65612845 Long: -99.9969373
1135	NW/4 S6-T28S- R24W	Collection Line	Lat: 37.6561286 Long: -99.99692116

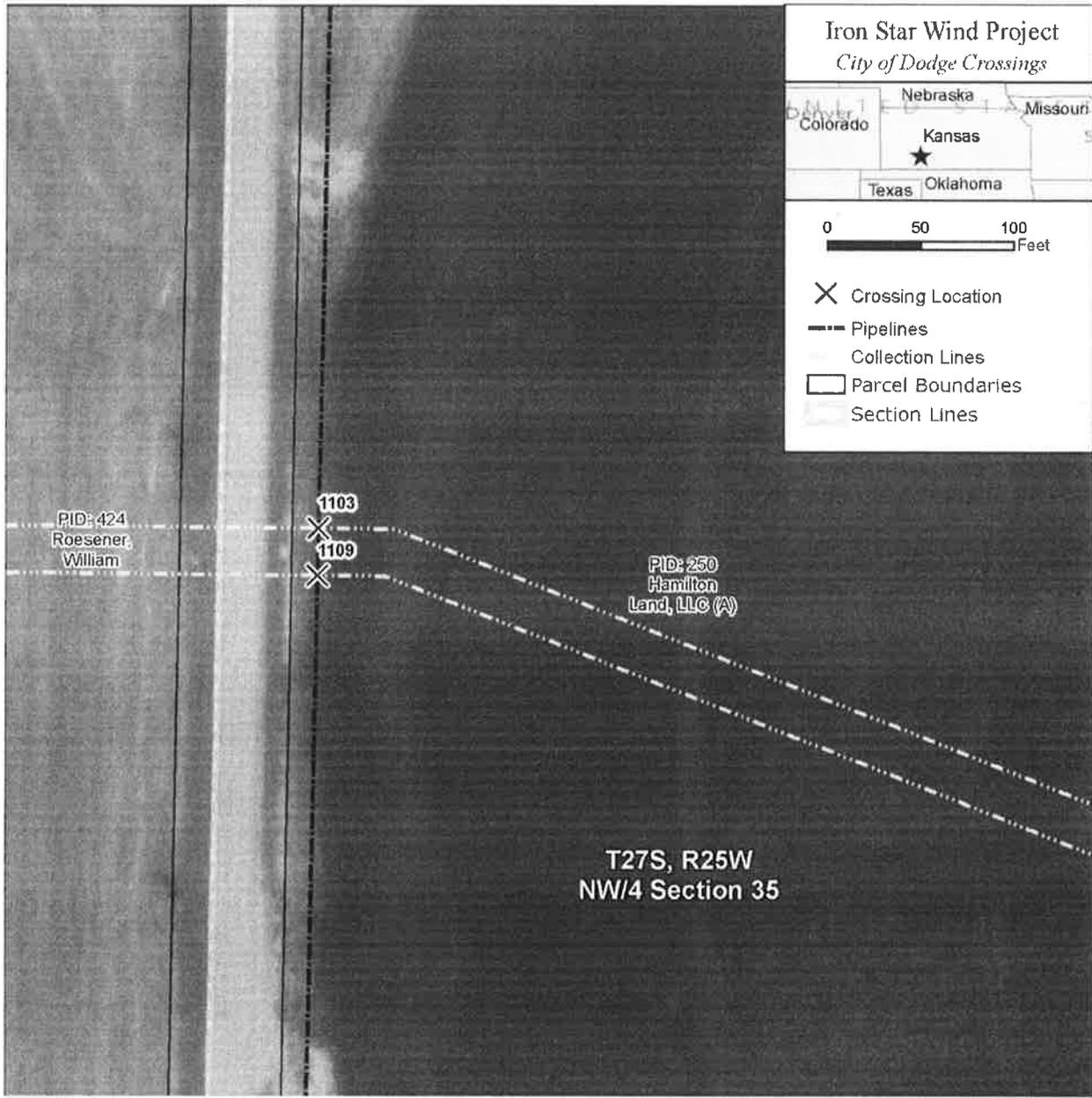
1136	E/2 S36-T27SR25W	Access Road	Lat: 37.65600226 Long: -99.99708813
1137	SW/4 S6-T28S-R24W	Access Road	Lat: 37.65600217 Long: -99.99704544
1139	SW/4 S6-T28S-R24W	Access Road	Lat: 37.65600194 Long: -99.99693736
1140	SW/4 S6-T28S-R24W	Access Road	Lat: 37.65600191 Long: -99.9969213
1141	E/2 S36-T27SR25W	Collection Line	Lat: 37.65583538 Long: -99.99708896
1142	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65583588 Long: -99.99704595
1144	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65583715 Long: -99.99693744
1145	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65583734 Long: -99.99692148
1146	E/2 S36-T27SR25W	Collection Line	Lat: 37.65576671 Long: -99.9970893
1147	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65576722 Long: -99.99704616
1149	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65576849 Long: -99.99693747
1150	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65576867 Long: -99.99692156
1151	E/2 S36-T27SR25W	Collection Line	Lat: 37.65569804 Long: -99.99708964
1152	E/2 S36-T27SR25W	Collection Line	Lat: 37.65569855 Long: -99.99704638
1154	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.65569982 Long: -99.9969375
1155	SW/4 S6-T28S-R24W	Collection Line	Lat: 37.6557 Long: -99.99692163

PID 250



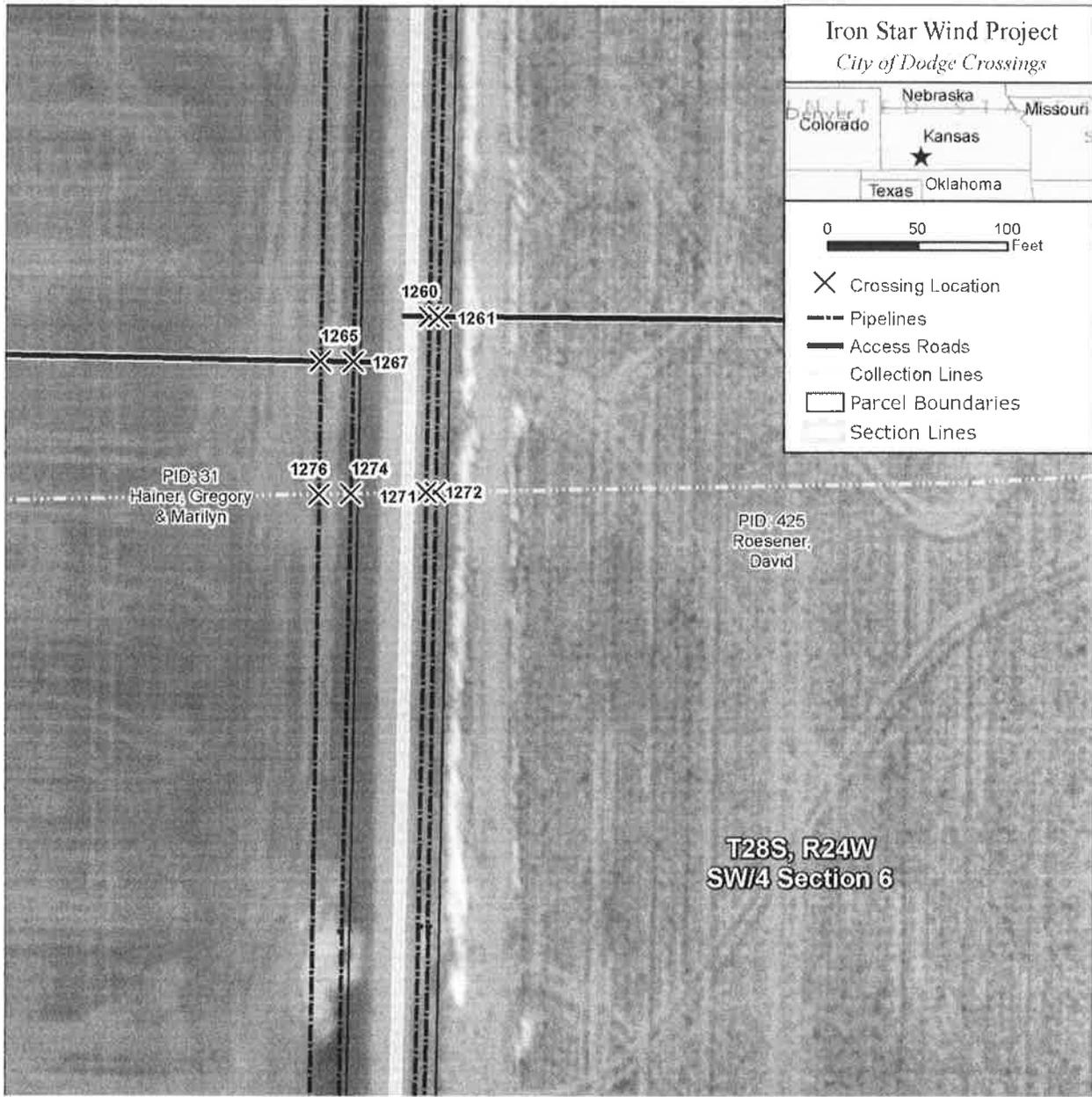
Crossing #	Quarter Section	Wind Facilities	Crossing Location
1160	SW/4 S35-T27S-R25W	Access Road	Lat: 37.65398184 Long: -100.0334333
1168	SW/4 S35-T27S-R25W	Collection Line	Lat: 37.65359319 Long: -100.0334358

PID 250



Crossing #	Quarter Section	Wind Facilities	Crossing Location
1103	NW/4 S35-T27S-R25W	Collection Line	Lat: 37.65814456 Long: -100.0334093
1109	NW/4 S35-T27S-R25W	Collection Line	Lat: 37.6580759 Long: -100.0334097

PIDs 425 and 31



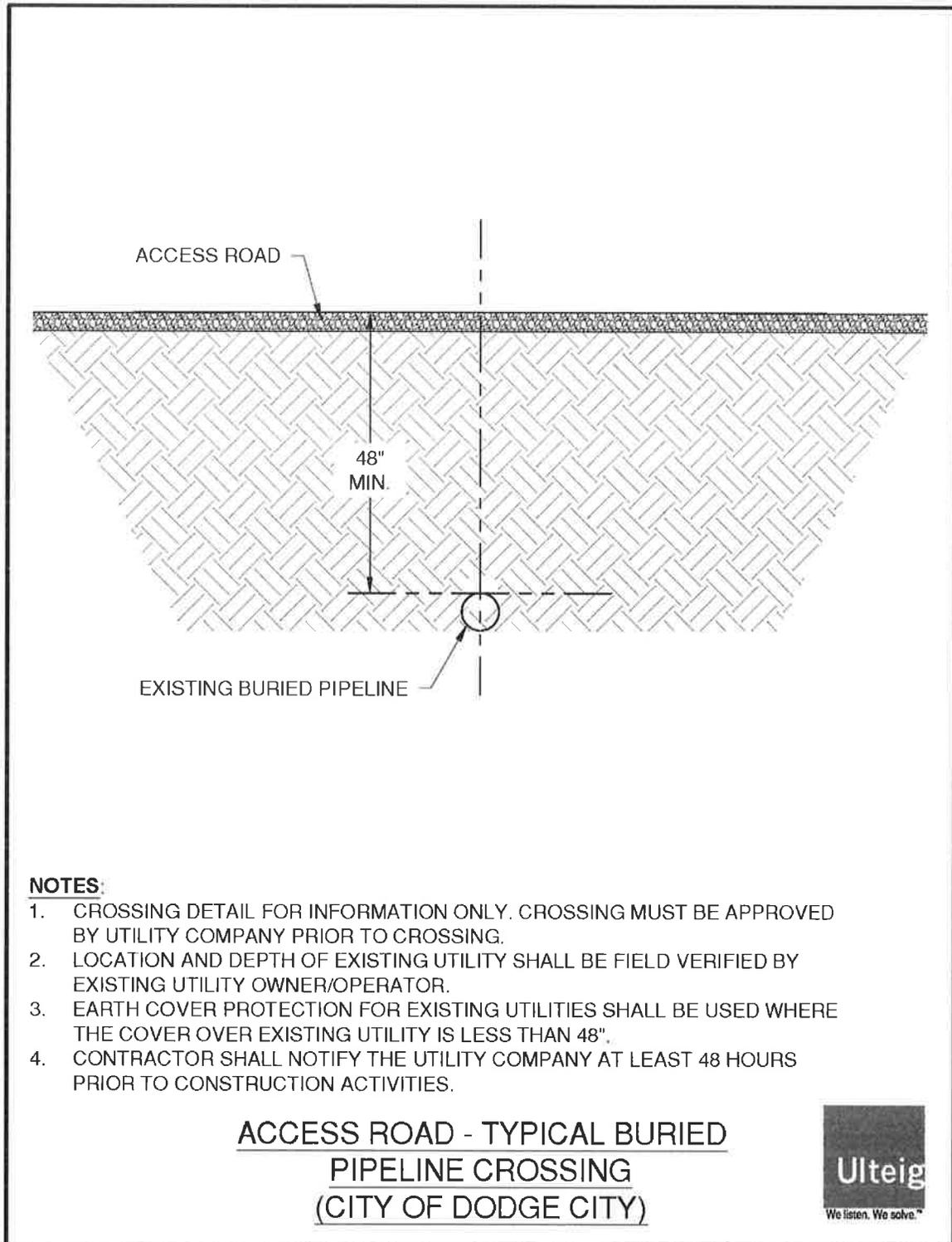
Crossing #	Quarter Section	Wind Facilities	Crossing Location
1265	S/2 S1 T28S-R25W	Access Road	Lat: 37.63950867 Long: -99.99717904
1267	S/2 S1 T28S-R25W	Access Road	Lat: 37.63950858 Long: -99.99711705
1276	S/2 S1 T28S-R25W	Collection Lin	Lat: 37.6393066 Long: -99.99717858
1274	S/2 S1 T28S-R25W	Collection Lin	Lat: 37.63930829 Long: -99.9971181

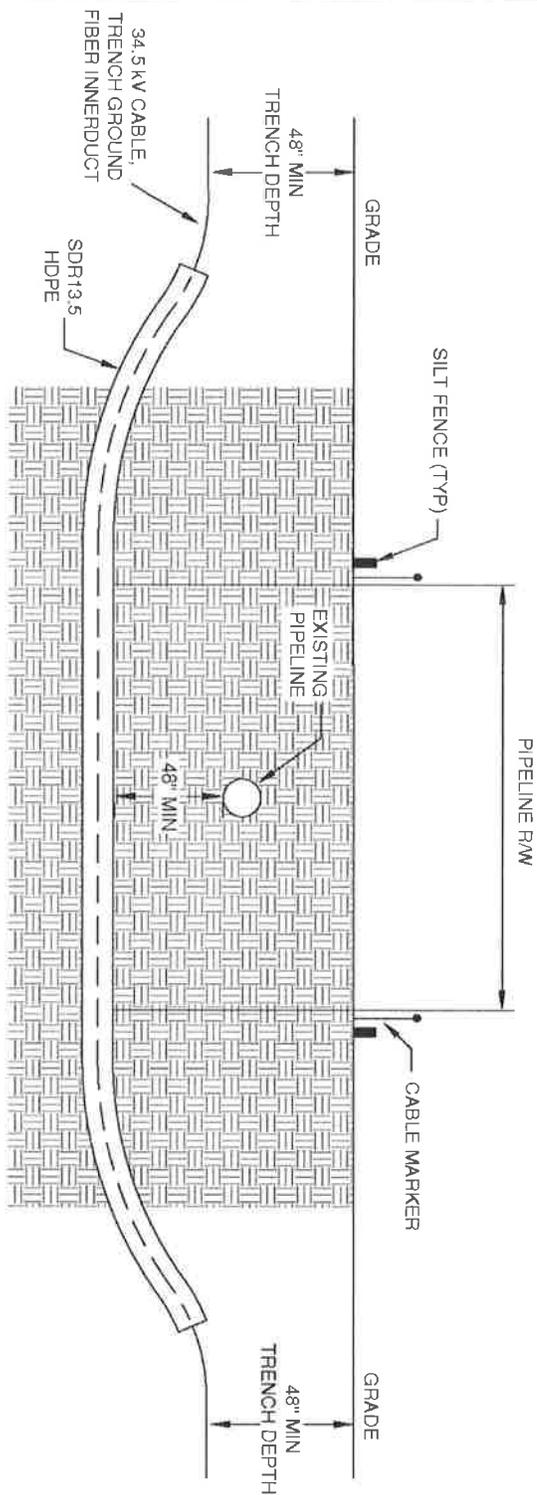
1260	SW/4 S6-T28S- R24W	Access Road	Lat: 37.63957859 Long: -99.99697167
1261	SW/4 S6-T28S- R24W	Access Road	Lat: 37.63957871 Long: -99.99695348
1271	SW/4 S6-T28S- R24W	Collection Lin	Lat:37.6393128 Long: -99.99695416
1272	SW/4 S6-T28S- R24W	Collection Lin	Lat: 37.63931237 Long: -99.99697253

EXHIBIT D

Exhibit C

CROSSING SPECIFICATIONS

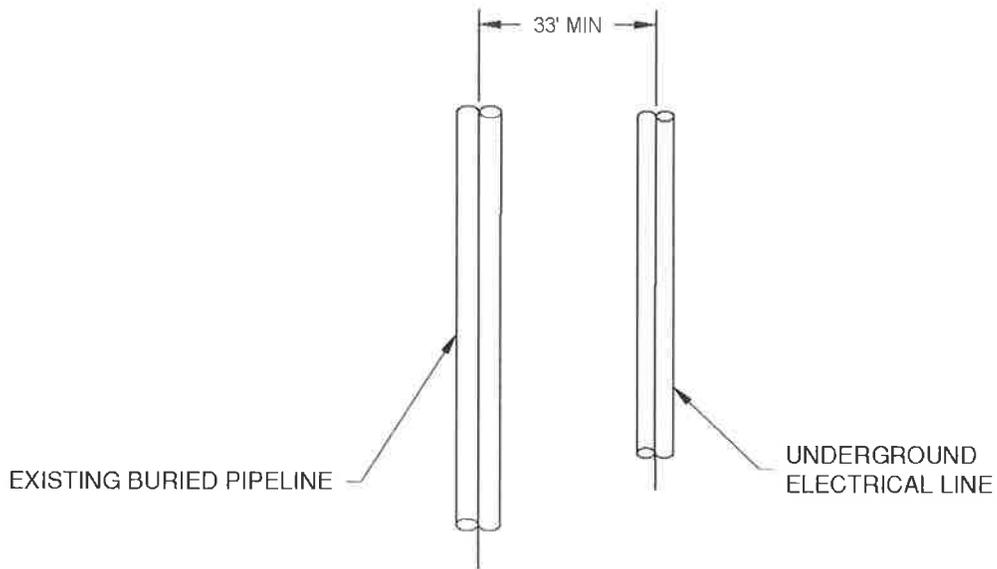




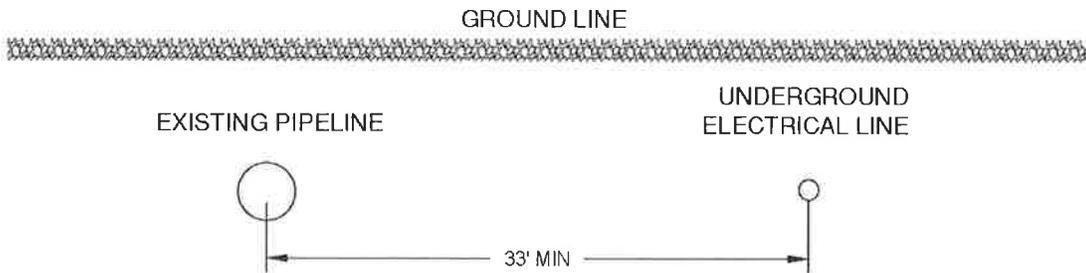
- NOTES**
1. CALL 811 48 HOURS PRIOR TO CONSTRUCTION AND REQUEST PIPELINE OWNER TO BE ON SITE.
 2. VERIFY PIPELINE RIGHT-OF-WAY/EASEMENT WITH OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
 3. CABLE SHALL CROSS PIPELINE AS CLOSE TO 90° AS PRACTICAL.
 4. POT HOLE PIPELINE DEPTH AS DIRECTED BY THE PIPELINE OWNER.
 5. DO NOT EXCEED THE MINIMUM BENDING RADIUS OF THE CABLE. CABLE SHALL BE IN TREFOIL FORMATION.
 6. PLACE CABLE MARKER SIGN AT PIPELINE R/W EDGES.
 7. SEE SITE SPECIFIC SWPPP FOR MORE INFORMATION.

TYPICAL PIPELINE CROSSING - UNDERGROUND COLLECTION SYSTEM (CITY OF DODGE CITY)





PLAN VIEW



ELEVATION

NOTES:

1. ANNUAL SURVEY OF A-C POTENTIAL TO BE MADE OF PIPELINE TO INSURE MAXIMUM OF 20 VOLTS INDUCED POTENTIAL NOT PRESENT.

UNDERGROUND COLLECTION -
TYPICAL BURIED PARALLEL LINES OFFSET
(CITY OF DODGE CITY)

