

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, November 16, 2020

7:00 p.m.

MEETING #5170

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

PUBLIC HEARING

Rural Housing Incentive District (Casa Del Rio , Phase 1)

APPROVAL OF AGENDA

SUBMIT QUESTIONS OR COMMENTS

PETITIONS & PROCLAMATIONS

DCHS Red Demon Soccer Team Day 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 Meeting Minutes, November 2, 2020;
2. Appropriation Ordinance No. 21, November 16, 2020;
3. Cereal Malt Beverage License:
 - (a) Corner Market, 609 S. 2nd Avenue;
 - (b) Corner Market, 2615 E. Trail Street;
 - (c) Casey's General Store #3783, 2201 N. 14th Avenue;
 - (d) Casey's General Store # 3863, 700 W. Wyatt Earp Blvd.

ORDINANCES & RESOLUTIONS

Ordinance No. 3744: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District within the City, Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Casa Del Rio, Phase 1). Report by Special Projects Coordinator, Mollea Wainscott.

Ordinance No. 3745: An Ordinance Authorizing the City of Dodge City, Kansas, to Enter Into a Lease Purchase Agreement, The Proceeds of Which will be Used to Pay the Costs of Construction of the Crew Building; and to Approve the Execution of Certain Documents in Connection Therewith. Report by Finance Director, Nicole May.

Ordinance No. 3746: An Ordinance Requiring the Wearing of Masks or Other Face Coverings in Public Spaces in the City of Dodge City, Kansas. Report by City Manager, Nick Hernandez.

Ordinance No. 3747: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Lots Located at 504 & 506 Avenue G, from R-2 Residential Low Density, to C-2 Commercial Highway. Report by Planning & Zoning Administrator, Nathan Littrell.

Ordinance No. 3748: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Property Located at 1507 Pheasant Street From R-S Residential Suburban, To R-2, Residential Medium Density. Report by Planning & Zoning Administrator, Nathan Littrell.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Second Avenue and Market Addition, Unit 2 Plat. Report by Planning & Zoning Administrator, Nathan Littrell.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Proclamation

WHEREAS, the Red Demons soccer team then went through their Western Athletic Conference season undefeated; and out scored WAC opponents 52 goals to 0 and;

WHEREAS, the Red Demons soccer team marched through their regular season in undefeated fashion outscoring their opponents by the total score of 106 to 7 and;

WHEREAS, November 7th the Red Demons soccer team advanced to the final four being played in Topeka to compete for their season long goal to a second 6A state championship in soccer and;

WHEREAS, on Friday, these young men took on the team from Blue Valley High School and they scored on us to go up 1-0 with a little over 4 minutes remaining and we scored with 2 minutes remaining to go into overtime. Alan Lopez scored winning goal in overtime with an assists from Erubiel Duron.

WHEREAS, on Saturday, these players were matched again with the team from Olathe East who had been their opponents in their final game of last year's playoffs. The Red Demons, backed by quite a crowd of fans and spectators, scored an early first half goal and then locked down their opponent. When the final whistle blew, the Red Demons soccer team were at 3 to 0, with a victory and the best in the state; and

WHEREAS, in bringing home the 6A State Championship to Dodge City High School, these young men allowed no goals by an opponent in post-season play and completed a season composed of 20 WINS and NO LOSSES.

NOW, THEREFORE, BE IT RESOLVED by the Mayor of the City of Dodge City with the concurrence of the City Commission assembled in regular session at Dodge City, Kansas, this 16th day of November, 2020, that Friday, November 20th be set aside as

DODGE CITY HIGH SCHOOL RED DEMON SOCCER TEAM DAY

to honor a team of young men who are representative of the quality and caliber of young men and women, not only of our school community, but of our entire community.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the great seal of City of Dodge City to be affixed, this 16th day of November 2020.

Mayor

ATTEST

City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, November 2, 2020

7:00 p.m.

MEETING #5170

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

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CALL TO ORDER

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

INVOCATION by

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

Commissioner Brian Delzeit made a motion to approve the agenda as presented. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

SUBMIT QUESTIONS OR COMMENTS

No questions or comments submitted

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, October 19, 2020;
2. Approval of City Commission Meeting Minutes, October 19, 2020;
3. Appropriation Ordinance No.20, November 2, 2020;
4. Cereal Malt Beverage License:
 - a. Kate's, 305 E. Trail Street,
 - b. Playa Dorada, 307 Military Avenue,
 - c. Sip N Suds, 1604 W. Wyatt Earp Blvd.

Commissioner Kent Smoll made a motion to accept the consent calendar with the minor change of clarifying that the Cereal Malt Beverage License for Sip N Suds will operate as a consumption on premises license. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3743: An Ordinance Granting to Ideatek Telecom, LLC. a Contract Franchise to Construct, Operate and Maintain a Telecommunications System in the City of Dodge City, Kansas was approved on a motion by Commissioner Rick Sowers. Commissioner Kent Smoll seconded the motion. The motion carried 5 – 0.

Resolution No. 2020-28: A Resolution Authorizing Payment of 2020 Year End Bonuses to Qualified Employees was approved on a motion by Commissioner Kent Smoll. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS

Commissioner Rick Sowers moved to Approval of 2021 Special Sales Tax Project Budget

NEW BUSINESS

1. Commissioner Rick Sowers moved to accept the approval of the Transportation Grant. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.
2. Commissioner Joyce Warshaw moved to accept the appointment to fill a vacancy and appointing Nancy Vierethaler to the Library Advisory Board. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.
3. Commissioner Kent Smoll moved to accept the Amendment #14 of the Jacobs Agreement of Operations, Maintenance and Management Services. Commissioner Rick Sowers seconded the motion. The motion carried 5 – 0.
4. Commissioner Rick Sowers moved to accept the approval of the Franchise Contract between the City of Dodge City and IdeaTek Telecom, LLC. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

At 7:35 pm Commissioner Joseph Nuci made a motion that the City Commission recess into executive session pursuant to the “**privileged consultation with the City’s Attorney**” exception found in K.S.A. 75-4319(b)(2) The justification for closing the meeting is to discuss legal advice from counsel regarding potential Opioid litigation. The open meeting will resume in the City Commission Chambers in 10 minutes at 7:45 p.m. The meeting will include Commissioners,

City Attorney, Brad Ralph, and Assistant City Managers Melissa McCoy and Ernestor De La Rosa. The Commission **may take action** upon returning to open session and prior to adjournment.

There was no action taken upon returning to open session.

ADJOURNMENT

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

ATTEST:

Mayor

City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

| SECTION 1 – LICENSE TYPE | | | |
|--|---|--|---|
| Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit | | | |
| Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises. | | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): 004-844069259-F01 | | | |
| I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application) | | | |
| Name of Corporation Corner Market 118 LLC | Principal Place of Business 6300 Richmond Ave., Suite 300 | | |
| Corporation Street Address 6300 Richmond Ave., Suite 300 | Corporation City Houston | State Texas | Zip Code 77057 |
| Date of Incorporation 07-02-1984 | Articles of Incorporation are on file with the Secretary of State. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name Duncan Law Office | Phone No. 785-233-2265 | | |
| Residence Street Address 212 SW 8th Ave, Suite 202 | City Topeka | State Kansas | 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 Corner Market | | Name Corner Market | |
| Business Location Address 609 South 2nd Avenue | | Address 6300 Richmond Ave., Suite 300 | |
| City Dodge City | State Kansas | Zip 67801 | City Houston |
| Business Phone No. 620-227-2692 | <input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location. | | |
| Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284 | | | |
| 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 Omar Bashir | Position Managing Member | | Date of Birth 11-3-1983 |
| Residence Street Address 17915 Luminaire Lane | City Richmond | State Texas | Zip Code 77407 |
| Spouse Name Maha Omair | Position Spouse | | Date of Birth 11-25-1986 |
| Residence Street Address 17915 Luminaire Lane | City Richmond | State Texas | Zip Code 77407 |
| 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 |

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: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit | | | |
| Check One: <input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises. <input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises. | | | |
| SECTION 2 – APPLICANT INFORMATION | | | |
| Kansas Sales Tax Registration Number (required): 004-844069230-F01 | | | |
| I have registered as an Alcohol Dealer with the TTB. <input checked="" type="checkbox"/> Yes (required for new application) | | | |
| Name of Corporation Corner Market 117 LLC | Principal Place of Business 6300 Richmond Ave., Suite 300 | | |
| Corporation Street Address 6300 Richmond Ave., Suite 300 | Corporation City Houston | State Texas | Zip Code 77057 |
| Date of Incorporation 07-02-1984 | Articles of Incorporation are on file with the Secretary of State. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name Duncan Law Office | Phone No. 785-233-2265 | | |
| Residence Street Address 212 SW 8th Ave, Suite 202 | City Topeka | State Kansas | 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 Corner Market | | Name Corner Market | |
| Business Location Address 2615 East Trail Street | | Address 6300 Richmond Ave., Suite 300 | |
| City Dodge City | State Kansas | Zip 67801 | City Houston |
| Business Phone No. 620-227-2625 | <input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location. | | |
| Business Location Owner Name(s) Circle K Stores Inc, 1130 West Warner Road, Tempe AZ 85284 | | | |
| 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 Omar Bashir | Position Managing Member | | Date of Birth 11-3-1983 |
| Residence Street Address 17915 Luminaire Lane | City Richmond | State Texas | Zip Code 77407 |
| Spouse Name Maha Omair | Position Spouse | | Date of Birth 11-25-1986 |
| Residence Street Address 17915 Luminaire Lane | City Richmond | State Texas | Zip Code 77407 |
| 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 |

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): 004-201025921F-01

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

| | | | |
|---|--|--|---|
| Name of Corporation CASEY'S RETAIL COMPANY | | Principal Place of Business ONE SE CONVENIENCE BLVD | |
| Corporation Street Address ONE SE CONVENIENCE BLVD | | Corporation City ANKENY | State IA |
| | | Zip Code 50021 | |
| Date of Incorporation 04/14/04 | Articles of Incorporation are on file with the Secretary of State. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name C T CORPORATION SYSTEM | | Phone No. 866-331-2303 | |
| Residence Street Address 112 SW 7TH ST, SUITE 3C | | 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 CASEY'S GENERAL STORE #3783 | Name CASEY'S RETAIL COMPANY, ATTN: JAMIE DIETRICH |
| Business Location Address 2201 N 14TH AVE | Address PO BOX 3001 |
| City DODGE CITY, KS 67801 | City ANKENY, IA 50021 |
| State | State |
| Zip | Zip |
| Business Phone No. (620) 225-8879 | <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) CASEY'S RETAIL COMPANY | |

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 NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK | Position | Date of Birth |
| Residence Street Address | City | State |
| | | Zip Code |
| Spouse Name | Position | Date of Birth |
| Residence Street Address | City | State |
| | | Zip Code |
| Name | Position | Date of Birth |
| Residence Street Address | City | State |
| | | Zip Code |
| Spouse Name | Position | Age |
| Residence Street Address | City | State |
| | | Zip Code |
| Name | Position | Date of Birth |
| Residence Street Address | City | State |
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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): 004-201025921F-01

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

| | | | |
|---|--|--|---|
| Name of Corporation CASEY'S RETAIL COMPANY | | Principal Place of Business ONE SE CONVENIENCE BLVD | |
| Corporation Street Address ONE SE CONVENIENCE BLVD | | Corporation City ANKENY | State IA Zip Code 50021 |
| Date of Incorporation 04/14/04 | Articles of Incorporation are on file with the Secretary of State. | | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Resident Agent Name C T CORPORATION SYSTEM | | Phone No. 866-331-2303 | |
| Residence Street Address 112 SW 7TH ST, SUITE 3C | | 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 CASEY'S GENERAL STORE #3863 | Name CASEY'S RETAIL COMPANY, ATTN: JAMIE DIETRICH |
| Business Location Address 700 W WYATT EARP BLVD | Address PO BOX 3001 |
| City DODGE CITY, KS 67801 | City ANKENY, IA 50021 |
| State KS | State IA |
| Zip 67801 | Zip 50021 |
| Business Phone No. (620) 225-8914 | <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) CASEY'S RETAIL COMPANY | |

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 NO PERSONS INDIVIDUALLY OR IN AGGREGATE OWN 25% OR MORE OF CORPORATE STOCK | | Position | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Spouse Name | | Position | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Name | | Position | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Spouse Name | | Position | Age |
| Residence Street Address | | City | State Zip Code |
| Name | | Position | Date of Birth |
| Residence Street Address | | City | State Zip Code |
| Spouse Name | | Position | Age |
| Residence Street Address | | City | State Zip Code |

Memorandum

*To: City Manager
City Commissioners*

*From: Mollea Wainscott
Assistant Director of Economic
Development*

Date: 11/16/20

Subject: RHID

Agenda Item: Ordinance No. 3744

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Christian Brothers, LLC. The second action required is the approval of Ordinance 3744 which includes approval of the Ordinance and the Development Plan.

Background: In 2010, the City staff began working with developers interested in building multi- family and single-family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The Christian Brothers, LLC development will provide twenty-three (23) single- family residences with a market value of not less than \$ 150,000.00 each. The proposed single-family units consist of three bedroom homes comparable to the area.

Justification: Offering this incentive helps reduce the cost of construction for the developer which in turn allows projects to cash flow and become feasible. Without such incentives, projects appear to not cash flow in our market, deterring developers.

Financial Considerations: The County and the School District have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive.

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

Legal Considerations: None

Attachments: Development Agreement, Ordinance 3744 and Development Plan.

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), entered into this 16th day of November, 2020, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation, (the “City”), and **CHRISTIAN BROTHERS, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (the “Developer”).

RECITALS

- A. **WHEREAS**, the City and the Developer (the “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of single-family residential development to be known as “Casa Del Rio Phase I” (the “Development”); and,
- B. **WHEREAS**, the Developer will become the titled owner of real property located within the boundaries of the City and described in *Exhibit A*, attached hereto and incorporated herein by reference (the “Property”); and,
- C. **WHEREAS**, the Developer desires to develop the Property by construction of single-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, the City has determined that the construction of the Development will foster the economic development of the City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE 1

DEFINITIONS

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

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

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

“**Concept Site Plan**” means the site development plan prepared by a licensed professional engineer, or firm thereof, acceptable to the City, attached hereto as *Exhibit C* and incorporated herein by reference, depicting the conceptual program for construction of the Development Project and the Public Improvements.

“**Construction Plans**” means plans, drawings, specifications and related documents, and construction schedules for the construction of the Work, together with all supplements, amendments or corrections.

“**Developer**” means Christian Brothers, LLC, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas, or its permitted successors or assigns in interest.

“**Development Area**” means the collective areas described in *Exhibit B* attached hereto and incorporated herein by this reference.

“**Development Project**” means construction of not less than twenty-three (23) quality residences in the Development Area in accordance with the Concept Site Plan.

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

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

“**Internal Infrastructure Improvements**” means the water, sanitary sewer, electric, storm sewer, storm water detention, street, street lighting, sidewalks and all other public infrastructure improvements necessary for the Development and located within the boundaries of the Development Area, including engineering costs, any costs of right-of-way and appurtenances related thereto, as set forth on the approved plat for the Development, all as more specifically described on *Exhibit D* attached hereto and incorporated herein by this reference.

“**Material Change**” shall mean any change in the Concept Site Plan that significantly affects the nature of the Public Improvements, the number of Units, or increases/decreases the cost of the Development Project by Twenty-Five Thousand Dollars (\$25,000.00) or more for each change.

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

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

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

“Property” means the real property (including but not limited to fee interests, leasehold interests, tenant-in-common interests and such other like or similar interests) on which the Development Project will be located, more specifically described in *Exhibit A* attached hereto and incorporated herein by this reference.

“Public Improvements” means the External and Internal Infrastructure Improvements.

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

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

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

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

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of not less than twenty-two (22) single-family residential structures, including surface parking facilities, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

- 2.1 Preliminary Resolution.** The Governing Body has heretofore adopted Resolution No. 2020-02 (the “Resolution”) on March 2, 2020, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in the City and declaring an intent to establish Rural Housing Incentive Districts within the City, which would include the Property.
- 2.2 Department of Commerce Finding.** Pursuant to the Resolution, the City caused to be prepared a Housing Needs Analysis and forwarded the same, along with the Resolution, to the Kansas Secretary of Commerce. On April 3, 2020, the Kansas Secretary of Commerce issued a letter to the City making certain findings required by the Rural Housing Incentive District Act, and approved the City’s ability to establish a Rural Housing Incentive District.
- 2.3 Further Proceedings Regarding Special Assessments.** Developer has petitioned the City for special assessment financing for infrastructure improvements as reflected in *Exhibit D*. Said special assessment charges will be eligible costs to be paid by Rural Housing Incentive District incremental proceeds.
- 2.4 Further Proceedings Regarding the Rural Housing Incentive District Act.** The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an Ordinance approving the Development Plan, this Agreement, establish a Rural Housing Incentive District that includes the Property and adopt a Resolution establishing a benefit district for the financing of certain internal improvements within the Property. The Rural Housing Incentive District will be deemed to be established at the time said Ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

- a Modifications to the Development Project. The Parties acknowledge that due to economic conditions the scope of the Development Project and the amount of real estate included within any Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify the City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.
- b The Developer will review and approve all plans, including the placement of infrastructure. It will be the responsibility of the developer to pay for any changes in the plans after they have been approved.

3.2 Construction of the Development Project. The Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans, on file at City Hall.

3.3 Concept Site Plan. The Developer, in coordination with the City, has had prepared a Concept Site Plan and the same is hereby approved by the Parties. Either party shall promptly notify the other in writing of any proposed Material Changes to the Concept Site Plan at least thirty (30) days prior to the implementation of any such Material Change, including a description of the Material Change and reasons therefore. During the progress of the Work, the Developer may make changes to the Concept Site Plan or any aspect thereof as site conditions or other issues of feasibility may dictate or as may be necessary or desirable in the sole determination of the Developer to enhance the economic viability of the Development Project provided, however, that the Developer may not make any Material Changes to the Public Improvements or reduce the number of Units on the Concept Site Plan without the advance written consent of the City.

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

- a **Acquisition of Easements, Permits.** The Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the External or Internal Infrastructure Improvements and the City will cooperate with the Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be

considered a Project Cost. The City shall cooperate with the Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

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

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

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Public Improvements. The costs of the Public Improvements shall be allocated between the Developer and the City as set out in *Exhibit D*. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the “Increment”) in a special assessment bond obligation account (the “Assessment Account”). Funds from said Assessment Account shall be used to pay all or a portion of the principle and interest on the Bonds and to reimburse the Developer for all or a portion of other eligible costs of Internal Infrastructure Improvements not covered by the Bonds.

- a Funds from the Assessment Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:
 - i The Developer shall be responsible for and shall upon request reimburse the City for any and all funds advanced by the City from accounts other than the Assessment Account and applied to payment of principle and interest on said Bonds. Said reimbursement if requested shall be made by the Developer within thirty (30) days of receipt from the City of written request for payment accompanied by documentation of such advance payments;
 - ii The City shall apply the Increment payments received (1) to reimbursement to the City of any non-reimbursed advanced Bond payments; (2) to a Bond payment reserve in an amount equal to two annual Bond payments; (3) to annual Bond payments currently due; and (4) to reimbursement to the Developer for payments made by the Developer pursuant to paragraph (1) above to reimburse the City for advance payments made by the City, and/or to reimburse the Developer for other eligible Internal Infrastructure Improvement costs incurred by the Developer and not paid from the Bond proceeds.
 - iii Once all Bond obligations have been fully paid and all reimbursable costs to the Developer have been fully satisfied and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of K.S.A. 12-5250(b)(2)(B).
- b Payments due to the Developer, if any, shall be made within thirty (30) days following the annual Bond Payment by the City beginning in 2020 and continuing until such time as the General Obligation Bonds and eligible Developer Financed Project Costs in accordance with *Exhibit D* have been fully reimbursed to the Developer, but not to exceed twenty-five (25) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to the Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). The Developer shall be responsible for any bond payment or portion thereof not covered by the payment made from the Assessment Account.

ARTICLE V

GENERAL PROVISIONS

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

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

5.3 Successors and Assigns.

- a This Agreement shall be binding on and shall inure to the benefit of the Parties named herein and their respective heirs, administrators, executors, personal representatives, agents, successors and assigns.
- b Without limiting the generality of the foregoing, all or any part of the Property or any interest therein may be sold, transferred, encumbered, leased, or otherwise disposed of at any time, and the rights of the Developer named herein or any successors in interest under this Agreement or any part hereof may be assigned at any time before, during or after completion of the Development Project, whereupon the Party disposing of its interest in the Property or assigning its interest under this Agreement shall be thereafter released from further obligation under this Agreement (although prior to Substantial Completion of the Improvements to such Property so disposed of or to which such interest pertains shall remain subject to the terms and conditions of this Agreement); provided, however, that the buyer, transferee or assignee shall be financially solvent as demonstrated to the City.
- c Until Substantial Completion of the Development Project has occurred, the obligations of the Developer under this Agreement may not be assigned in whole or in part without the prior written approval of the City, which approval shall not be unreasonably withheld, conditioned, or delayed upon a reasonable demonstration by the Developer of the proposed assignee's experience and financial capability to undertake and complete all portions of the Work with respect to the Development Project, all in accordance with this Agreement. Notwithstanding the foregoing, the Developer may be permitted to subcontract the construction of any portion of the Development Project except for Public Improvements without the consent of City as long as the Developer remains liable therefore hereunder. Notwithstanding anything herein to the contrary, the City hereby approves, and no prior consent shall be required in connection with, (a) the

right of the Developer to encumber or collaterally assign its interest in the Property or any portion thereof or any interest in this Agreement to secure loans, advances or extensions of credit to finance or from time to time refinance all or any part of the Development Project Costs, or the right of the holder of any such encumbrance or transferee of any such collateral assignment (or trustee or agent on its behalf) to transfer such interest by foreclosure or transfer in lieu of foreclosure under such encumbrance or collateral assignment; (b) the right of the Developer to assign the Developer's rights, duties and obligations under this Agreement to a Related Party; or (c) the right of the Developer to sell or lease individual portions of the Property in the ordinary course of the development of the Development Project; provided that in each such event the Developer named herein shall remain liable hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

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

5.5 Force Majeure. Neither the City nor the Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically

undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by the Developer, and further provided that the Developer notifies the City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

a In the case of the Developer, to:

Christian Brothers LLC
611 W Cedar St
Dodge City, KS 67801
Attention: Zac Carlton
Phone: (620) 789-9600

b In the case of the City, to:

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

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

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

5.8 Insurance; Damage or Destruction of Development Projects.

- a The Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of the City, shall furnish the City with proof of payment of premiums on:
 - i Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of the City shall be protected in accordance with a clause in form and content satisfactory to the City; and,
 - ii Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million Dollars (\$5,000,000.00) for all claims arising out of a single accident or occurrence and Two Million Dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and
 - iii Workers compensation insurance, with statutorily required coverage.
- b The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to the City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. The Developer shall deliver to the City evidence of all insurance to be maintained hereunder.

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

- 5.10 Choice of Law.** This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.
- 5.11 Entire Agreement: Amendment.** The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.
- 5.12 Counterparts.** This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.
- 5.13 Severability.** If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.
- 5.14 Representatives Not Personally Liable.** No elected or appointed official, agent, employee or representative of the City shall be personally liable to the Developer in the event of any default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.
- 5.15 Legal Actions.** If a third party brings an action against the City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, the Developer may, at the Developer's option but only with the City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which the Developer has assumed the defense) with counsel of the Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent the City and the Developer in any such proceeding; provided, the Developer and its counsel shall consult with the City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.
- 5.16 Release and Indemnification.** The indemnifications and covenants contained in this Section shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16(g)* of this Agreement.
- a Notwithstanding anything herein to the contrary, City and its Governing Body members, officers, agents, servants, employees and independent contractors shall

not be liable to the Developer for damages or otherwise in the event that any ordinance, order or resolution adopted in connection with this Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either City is prevented from performing any of the covenants and agreements herein or Developer is prevented from enjoying the rights and privileges hereof.

- b The Developer releases from, agrees to indemnify and hold harmless the City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that the City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorney fees, except for those matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.
- c The City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of the City and its Governing Body members, officers, agents, servants and employees.
- d All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.
- e No official, employee or representative of the City shall be personally liable to the Developer in the event of a default or breach by any Party to this Agreement.
- f The Developer releases from and covenants and agrees that the City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold the City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of the Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance

by the Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of the Developer or its agents in connection with or relating to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of the City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by the City following termination of this Agreement as the Development Project or portion thereof.

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

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

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. The City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will

be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of the City, enforceable in accordance with its terms.

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

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

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

Dated: November 16, 2020

ATTEST: (SEAL)

City Clerk

CHRISTIAN BROTHERS, LLC

By: _____
Zac Carlton

Dated: November 16, 2020

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

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

EXHIBIT A

PROPERTY DESCRIPTION

A Tract in Lots 83 to 90 and Street Right of Ways, Westview Place, Dodge City, being part of a combined Tract of Land in a Windholz Survey recorded in the Misc. Book 99, Pages 621-622 located in the East Half of Section 34, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas, more particularly described as follows:

Commencing at the Northeast corner of said Section 34 being a found 1 /2" R-bar, Taylor;
thence South 01°38'04" West a distance of 1709.70 feet;

thence North 88°34' 19" West a distance of 49.95 feet to the Point of Beginning being an 1 /2" R-bar, Windholz;

thence North 88°32'04" West a distance of 500.00 feet;

thence South 01°28'01" West a distance of 620.34 feet;

thence North 75°25'26" East a distance of 493.92 feet;

thence South 07°41'09" West a distance of 10.81 feet;

thence South 75°25'26" West a distance of 825.67 feet;

thence North 01°28'01" East a distance of 130.07 feet;

thence South 75°25'26" West a distance of 182.09 feet;

thence North 01°28'01" East a distance of 643.01 feet;

thence South 88°32'04" East a distance of 10.00 feet;

thence South 01°28'01" West a distance of 629.73 feet;

thence North 75°25'26" East a distance of 161.28 feet;

thence North 01°28'01" East a distance of 645.16 feet;

thence South 88°32'04" East a distance of 130.12 feet;

thence North 01°38'04" East on the East line of Lot 18, Westview Place a distance of 330.00 feet;

thence South 88°32'04" East a distance of 60.00 feet;

thence South 01°38'04" West on the West line of Lot 17, Westview Place a distance of 330.00 feet;

thence South 88°32'04" East a distance of 641.76 feet;

thence South 03°15' 43" West a distance of 60.03 feet

to the Point of Beginning, containing 6.86 acres, more or less.

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR CASA DEL RIO PHASE I DEVELOPMENT PROJECT**

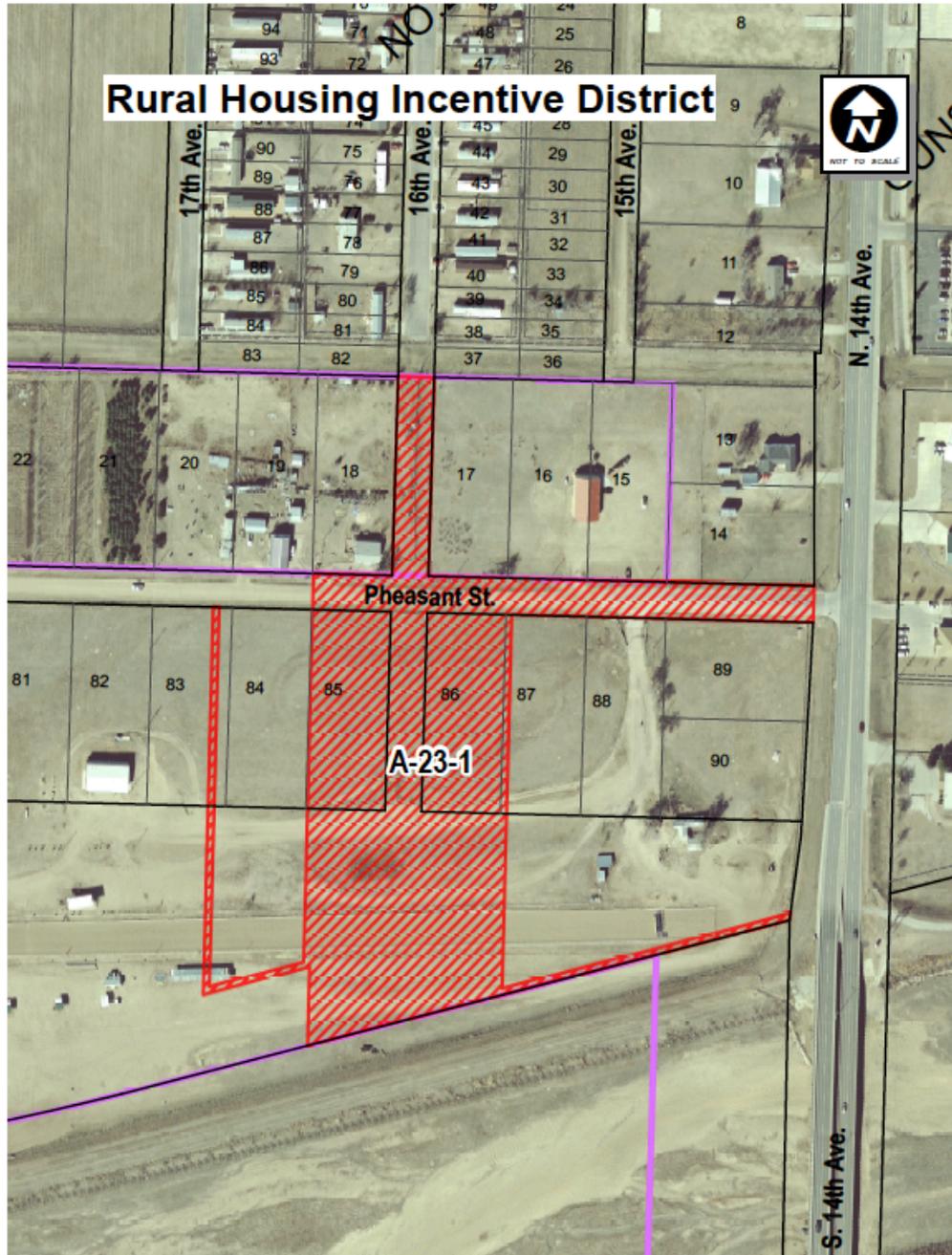


EXHIBIT D

**ELIGIBLE COSTS FOR
CASA DEL RIO PHASE I DEVELOPMENT PROJECT**

Exhibit D
Eligible Cost for Casa Del Rio

| | Financed through the City | | City's Responsibility |
|---|---------------------------|----------------------------|-------------------------------|
| | Developer Responsibility | Issued Speacial Assessment | Financed by the City at Large |
| Internal Infrastructure | . | | - |
| Site Prep | 58,745.00 | | |
| Sanitary Sewer, Waterline, Street and Grading | | 1,125,613.75 | |
| Engineering | | 39,950.00 | |
| Surveying and Platting - Cornerstone | | 22,000.00 | |
| Land Costs | 322,980.00 | | |
| Gas Infrastructure - Black Hills | 775.00 | | |
| Legal | | | |
| Electric Infrastructure - Victory | 90,000.00 | | |
| Total | \$ 472,500.00 | \$ 1,187,563.75 | \$ - |

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Christian Brothers, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of November 16, 2020 by and among the City of Dodge City, Kansas, and the Developer (the “Development Agreement), hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

CHRISTIAN BROTHERS, LLC

By: _____
Name: Zac Carlton

ORDINANCE NO. 3744

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (CASA DEL RIO, PHASE I)

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 60,000 located in a county with a population of less than 80,000, to designate rural housing incentive districts within such city; and

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

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

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

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

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of approximately 27,340, is located in Ford County, Kansas, which has an estimated population of approximately 33,848, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated May 2018 (the “Needs Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2020-02 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the submission of

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

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated April 3, 2020, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for September 6, 2016 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2020-26 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for November 16, 2020 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on November 16, 2020, after due published and delivered notice in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted November 16, 2020 was made in accordance with the provisions of the Act.

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

A Tract in Lots 83 to 90 and Street Right of Ways, Westview Place, Dodge City, being part of a combined Tract of Land in a Windholz Survey recorded in the Misc. Book 99, Pages 621-622 located in the East Half of Section 34, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Section 34 being a found 1/2" R-bar, Taylor;

thence South 01°38'04" West a distance of 1709.70 feet;

thence North 88°34' 19" West a distance of 49.95 feet to the Point of Beginning being an 1/2" R-bar, Windholz;

thence North 88°32'04" West a distance of 500.00 feet;

thence South 01°28'01" West a distance of 620.34 feet;

thence North 75°25'26" East a distance of 493.92 feet;

thence South 07°41'09" West a distance of 10.81 feet;

thence South 75°25'26" West a distance of 825.67 feet;

thence North 01°28'01" East a distance of 130.07 feet;

thence South 75°25'26" West a distance of 182.09 feet;

thence North 01°28'01" East a distance of 643.01 feet;

thence South 88°32'04" East a distance of 10.00 feet;

thence South 01°28'01" West a distance of 629.73 feet;

thence North 75°25'26" East a distance of 161.28 feet;

thence North 01°28'01" East a distance of 645.16 feet;

thence South 88°32'04" East a distance of 130.12 feet;

thence North 01°38'04" East on the East line of Lot 18, Westview Place a distance of 330.00 feet;

thence South 88°32'04" East a distance of 60.00 feet;

thence South 01°38'04" West on the West line of Lot 17, Westview Place a distance of 330.00 feet;

thence South 88°32'04" East a distance of 641.76 feet;
thence South 03°15' 43" West a distance of 60.03 feet
to the Point of Beginning, containing 6.86 acres, more or less.

The boundaries of the District do not contain any property not referenced in Resolution No. 2020-26, which provided notice of public hearing on the creation of the District and adoption of the Plan.

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

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on November 16, 2020, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

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

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

Section 7. Effective Date. This Ordinance shall be effective upon its passage by the Governing Body of the City of Dodge City, Kansas and publication one time in the official City newspaper.

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PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on November 16, 2020.

[SEAL]

Mayor

City Clerk

**DEVELOPMENT PLAN
CHRISTIAN BROTHERS, LLC – CASA DEL RIO RURAL PHASE I HOUSING
INCENTIVE DISTRICT OF THE CITY OF DODGE CITY, KANSAS**

November 16, 2020

INTRODUCTION

On March 2, 2020 the Governing Body of the City of Dodge City, Kansas (the “City”) adopted Resolution 2020-02 that found and determined that:

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

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

Following the adoption of Resolution 2020-02, a certified copy of said Resolution was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in Dodge City, as required by K.S.A. 12-5244(c).

On April 3, 2020, the Secretary of Commerce provided written confirmation, approving the establishment of Christian Brothers, LLC – Casa Del Rio Phase I Rural Housing Incentive District (the “District”) (Resolution 2020-02, Exhibit A-23).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

1. The legal description of the Christian Brothers, LLC – Casa Del Rio Phase I Rural Housing Incentive District is:

A Tract in Lots 83 to 90 and Street Right of Ways, Westview Place, Dodge City, being part of a combined Tract of Land in a Windholz Survey recorded in the Misc. Book 99, Pages 621-622 located in the East Half of Section 34, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas, more particularly described as follows: Commencing at the Northeast corner of said Section 34 being a found 1 1/2" R-bar, Taylor;

thence South 01°38'04" West a distance of 1709.70 feet;
thence North 88°34' 19" West a distance of 49.95 feet to the Point of Beginning being an
1 /2" R-bar, Windholz;
thence North 88°32'04" West a distance of 500.00 feet;
thence South 01°28'01" West a distance of 620.34 feet;
thence North 75°25'26" East a distance of 493.92 feet;
thence South 07°41'09" West a distance of 10.81 feet;
thence South 75°25'26" West a distance of 825.67 feet;
thence North 01°28'01" East a distance of 130.07 feet;
thence South 75°25'26" West a distance of 182.09 feet;
thence North 01°28'01" East a distance of 643.01 feet;
thence South 88°32'04" East a distance of 10.00 feet;
thence South 01°28'01" West a distance of 629.73 feet;
thence North 75°25'26" East a distance of 161.28 feet;
thence North 01°28'01" East a distance of 645.16 feet;
thence South 88°32'04" East a distance of 130.12 feet;
thence North 01°38'04" East on the East line of Lot 18, Westview Place a distance of
330.00 feet;
thence South 88°32'04" East a distance of 60.00 feet;
thence South 01°38'04" West on the West line of Lot 17, Westview Place a distance of
330.00 feet;
thence South 88°32'04" East a distance of 641.76 feet;
thence South 03°15' 43" West a distance of 60.03 feet
to the Point of Beginning, containing 6.86 acres, more or less
A map of the District is attached as **Exhibit A** to this document.

2. The assessed valuation of all real estate within the District for 2020 is \$340.00. There are no existing structures on the real estate within the District.
3. The name and address of the owner of record for the real estate within the District is:

Roger & Kay Vandergiesen
18005 L RD
Cimarron, KS 67835

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

Housing Facilities

The housing facilities will be composed of twenty-three (23) single-family residences with an assessed valuation of not less than One Hundred Fifty Thousand Dollars (\$150,000.00) each. The proposed single-family units consist of three-bedroom homes.

Public Facilities

Public improvements include the extension of water and sewer by the City of Dodge City, gas distribution lines by Black Hills Energy and electric distribution lines to the boundaries of the District by Victory Electric. These improvements will be constructed concurrently with the project.

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

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

Owner of Real Property: Roger & Kay Vandergiesen
18005 L RD
Cimarron, KS 67835

Developer: Christian Brothers, LLC
Zac Carlton
101 N 14th Avenue
Dodge City, KS 67801

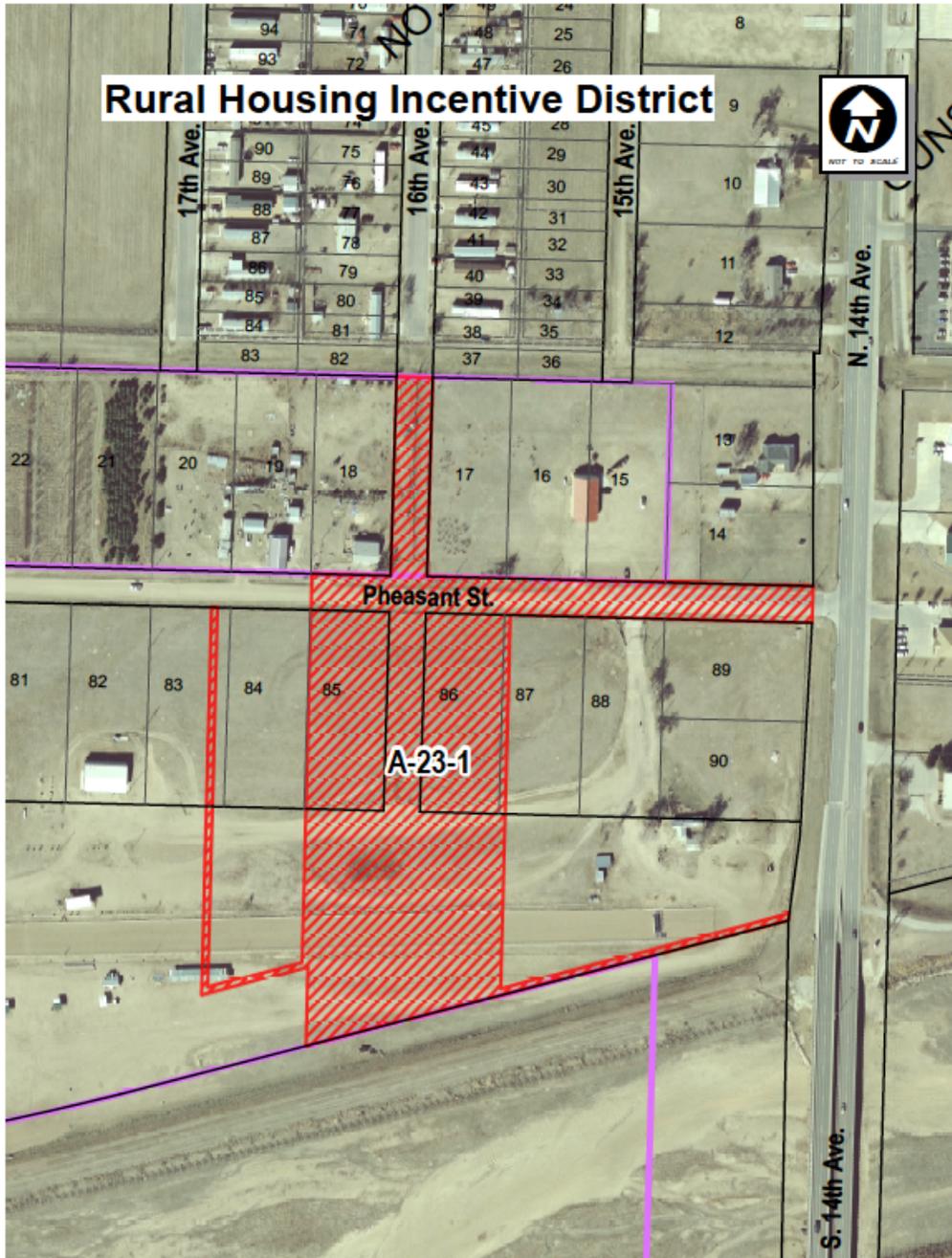
Individuals with Specific Interest: Roger & Kay Vandergiesen
18005 L RD
Cimarron, KS 67835

Christian Brothers, LLC
Zac Carlton
101 N 14th Avenue
Dodge City, KS 67801

6. The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the Developer, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support financing the public infrastructure. The revenue stream is compared to the estimated debt service of any bonds needed to finance the project. The estimated costs of the improvements and the costs of the financing is compared to the estimated revenue stream. The estimates indicate that the estimated revenue realized from the project would be adequate to pay the costs of the public infrastructure.

DEVELOPMENT PLAN - EXHIBIT A

MAP OF THE CHRISTIAN BROTHERS, LLC – CASA DEL RIO
RURAL HOUSING IMPROVEMENT DISTRICT



DEVELOPMENT PLAN - EXHIBIT B

COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Casa Del Rio

Scenario: Build 23 Lots over 3 years

Cost of Infrastructure Improvements

1,080,173

Annual Payments assuming 2% for 20 years
Additional eligible costs

66,060 1,321,197

| | Current Value | Property Class | Mill Levy | Est. Property Tax | Less State 1.5 Mills | Less USD 20 Mills | Property Tax Less 1st Not Fiscal | Annual Increment | Annual Cumulative | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Total for Life of Project | Accumulated or Life of Project Based on build out over 4 years |
|---|---------------|----------------|-----------|-------------------|----------------------|-------------------|----------------------------------|------------------|-------------------|-----------|-----------|-----------|--------|--------|---------------------------|--|
| Current Property Tax Land | 430 | 30.00% | 182.514 | 23.54 | | | | | | | | | | | | |
| | 73,210 | 25.00% | 182.514 | 3,340.46 | | | | | 0.00 | | | | | | | |
| | | | | 3,364.01 | 2545.51 | 818.5 | | | | | | | | | | |
| At 100% increment going to pay off infrastructure costs | | | | | | | | | | | | | | | | |
| Lot 1 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | -441.38 | 0.00 | 0.00 | | | | | | 0.00 |
| Lot 2 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,481.24 | 0.00 | 0.00 | | | | | | 57,068.49 |
| Lot 3 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 2,922.62 | 2,922.62 | | | | | | 67,220.32 |
| Lot 4 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 5,845.25 | 5,845.25 | | | | | | 67,220.32 |
| Lot 5 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 8,767.87 | 8,767.87 | | | | | | 67,220.32 |
| Lot 6 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 11,690.49 | 11,690.49 | | | | | | 67,220.32 |
| Lot 7 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 14,613.11 | 14,613.11 | | | | | | 67,220.32 |
| Lot 8 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 17,535.74 | 17,535.74 | | | | | | 67,220.32 |
| Lot 9 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 20,458.36 | | 20,458.36 | | | | | 480,390.41 |
| Lot 10 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 23,380.98 | | 23,380.98 | | | | | 64,297.70 |
| Lot 11 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 26,303.60 | | 26,303.60 | | | | | 64,297.70 |
| Lot 12 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 29,226.23 | | 29,226.23 | | | | | 64,297.70 |
| Lot 13 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 32,148.85 | | 32,148.85 | | | | | 64,297.70 |
| Lot 14 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 35,071.47 | | 35,071.47 | | | | | 64,297.70 |
| Lot 15 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 37,994.09 | | 37,994.09 | | | | | 64,297.70 |
| Lot 16 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 40,916.72 | | 40,916.72 | | | | | 64,297.70 |
| Lot 17 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 43,839.34 | | | 43,839.34 | | | | 514,381.59 |
| Lot 18 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 46,761.96 | | | 46,761.96 | | | | 61,375.08 |
| Lot 19 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 49,684.59 | | | 49,684.59 | | | | 61,375.08 |
| Lot 20 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 52,607.21 | | | 52,607.21 | | | | 61,375.08 |
| Lot 21 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 55,529.83 | | | 55,529.83 | | | | 61,375.08 |
| Lot 22 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 58,452.45 | | | 58,452.45 | | | | 61,375.08 |
| Lot 23 | 155,000 | 11.50% | 185.462 | 3,305.86 | 26.74 | 356.50 | 2,922.62 | 2,922.62 | 61,375.08 | | | 61,375.08 | | | | 61,375.08 |
| | 3,565,000 | | | | | 8,199.50 | | | | | | | | | 1,404,397.53 | 1,404,397.53 |



Memorandum

To: Nick Hernandez, City Manager
From: Nicole May, Finance Director
Date: November 12, 2020
Subject: Ordinance No. 3745
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the City Commission approve Ordinance No. 3745 and approve a Lease Purchase Agreement with Western State Bank for the financing of the CREW Building.

Background: The City was in need of a new larger CREW Recycling Building. With the purchase of the land on Park St. and Cottonwood St. and the vision of having the Public Works and Parks facilities all in one location it was decided the CREW Recycling Building would be the first to be relocated from the current location on Military Ave. The construction of this building would also allow for expansion of the Recycling program. The Sanitation fund does not have the funds on hand to fund the construction, so it was decided to finance it with a lease purchase agreement. Bids were taken for the construction and the bid was awarded to Building Solutions in the amount of \$695,947.95 and an additional \$20,481.71 for the electrical service. Bids were taken from local and interested banks. The best financing deal was from Western State Bank with a bid of 2.275% for 10 years. The payment will be \$80,639.80 annually. These payments will be made from the Sanitation fund.

The ordinance authorizes the City to enter into a Lease Purchase Agreement with Western State Bank and authorizes the Mayor and City Clerk to execute any of the necessary documents.

Justification: Curb side recycling has been something that the community has been interested in and in order to be able to offer this in the future, a larger building was needed.

Financial Considerations: Annual payments of \$80,639.80 to be paid from the Sanitation fund.

Purpose/Mission: On-going Improvements to provide for community growth.

Legal Considerations: All legal considerations have been satisfied by the proposed ordinance.

Attachments: Ordinance No. 3745 and bid summary

ORDINANCE NO. 3745

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS, TO ENTER INTO A LEASE PURCHASE AGREEMENT, THE PROCEEDS OF WHICH WILL BE USED TO PAY THE COSTS OF CONSTRUCTION OF THE CREW BUILDING; AND TO APPROVE THE EXECUTION OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, under the statutes of the State of Kansas, particularly K.S.A. 10-1116b, the City of Dodge City is empowered to enter into certain leases, lease purchase agreements and installment purchase agreements for the lease and/or acquisition of property; and

WHEREAS, K.S.A. 10-1116b provides in pertinent part that nothing in the provisions of K.S.A. 10-1101 et seq. (Kansas Cash Basis Law) shall prohibit a municipality from entering into a lease agreement, with or without an option to buy, or an installment-purchase agreement, if any of such agreements specifically state that the municipality is obligated only to pay periodic payments or monthly installments under the agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during such municipality's current budget year or (b) funds made available from any lawfully operated revenue producing source; and

WHEREAS, the City has a need to construct a CREW Recycling Building for public purposes, but does not have sufficient moneys on hand; and

WHEREAS, in order to facilitate the foregoing and to pay the costs thereof, it is necessary and desirable for the City to take the following actions:

1. Enter into an annually renewable Lease Purchase Agreement with Western State Bank as lessor, pursuant to which the City will lease the Building on a year-to-year basis from the Lessor with an option to purchase the Lessor's interest in the equipment.

The Lease is referred to together herein as the "City Documents"

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

Section 1. Authorization and Approval of City Documents.

- (a) The City Documents are hereby approved in substantially the forms submitted to and reviewed by the governing body on the date hereof, with such changes therein as shall be approved by the Mayor, the Mayor's execution of the City Documents to be conclusive evidence of such approval.

- (b) The obligation of the City to pay Basic Rent Payment (as defined in the Lease) under the Lease is subject to annual appropriation and shall constitute a current expense of the City and shall not in any way be construed to be an indebtedness or liability of the City in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or liability by the City, nor shall anything contained in the Lease constitute a pledge of the general tax revenues, funds or moneys of the City, and all provisions of the Lease shall be construed so as to give effect to such intent.
- (c) The Mayor and City Clerk are hereby authorized and directed to execute and deliver the City Documents on behalf of the City.

Section 2. Further Authority. The City shall, and the official and agents of the City are hereby authorized and directed to, take such actions, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

Section 3. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body.

ADOPTED by the Governing Body and signed by the Mayor of the City of Dodge City, Kansas this 16th day of November, 2020.

Mayor

ATTEST:

City Clerk

Summary of Bids for Lease Purchase of Crew Building

| <u>Bank</u> | <u>Interest Rate</u> | <u>Annual Payment</u> | <u>Total Interest Paid Over Term</u> |
|--------------------|----------------------|-----------------------|--|
| Bank of the West | 3.910% | 110,798.78 | 172,987.82 |
| US Bancorp | 3.512% | 108,676.95 | 151,769.46 |
| Western State Bank | 4.490% | 113,325.32 | 198,253.20 |
| Western State Bank | 2.990% | 106,566.46 | 130,664.60 |

** I recorded what was given to me, did not change or check any figures



Memorandum

To: City Commissioners

From: City Manager, Nick Hernandez & City Attorney, Brad Ralph

Date: November 12, 2020

Subject: Ordinance Requiring Face Covering

Agenda Item: Ordinances and Resolutions

Recommendation: Staff recommends approval of an ordinance requiring the wearing of face coverings in the City of Dodge City, Kansas.

Background: To date, in Kansas there have been over 109,000 reported positive cases of COVID-19 spread among 105 counties, including 1,215 deaths. There has been a spike in COVID-19 cases, hospitalizations, and deaths in Kansas and across the nation in recent weeks. In addition, Ford County has experienced increases in all metrics associated the spread and impact of the COVID-19 virus and the total number of cases in Ford County is 4,022.

Details of the Ordinance:

- The ordinance will be in effect for a period of 90 days, after November 16, 2020 until February 15, 2021.
- The ordinance allows the City Commission to extend the duration of this ordinance or discontinue it at any time with a majority vote.
- Not complying with the ordinance is a ticketable misdemeanor offense with a maximum fine of \$25, however no court costs will be assessed.
- Exemptions provided in the ordinance; include persons under 5-years-old and persons with medical conditions that prevent wearing a mask.
- A face covering must be worn in any indoor public space where distancing of 6 ft is not possible at all times.
- Businesses must require employees, customers, visitors, and members of the public to wear a face-covering in any space where employees are working, and customers or workers are present.
- The ordinance will be in effect for a period of 90 days.

Justification: The use of masks is vital for our community's health and safety to go beyond the education and just encouraging mask-wearing, physical distancing, and handwashing. If enforced appropriately and consistently, a mask ordinance has shown to lessen the spread of COVID-19. The City joins a growing number of communities taking affirmative steps to affect a reduction in the occurrence of virus transmission.

Financial Considerations: While there is an infraction for those that do not comply with the ordinance, the enforcement strategy will be to give individuals the opportunity to comply before issuing a citation. Revenue from the fine is minimal.

Purpose/Mission: This Ordinance is in line with the City's Core Value of Safety, as together we endeavor to provide a safe and secure workplace and community.

Legal Considerations: Legal counsel developed the ordinance based on similar ordinances already in place in Kansas.

Attachments:

Mask Ordinance

ORDINANCE NO. 3746

AN ORDINANCE REQUIRING THE WEARING OF MASKS OR OTHER FACE COVERINGS IN PUBLIC SPACES IN THE CITY OF DODGE CITY, KANSAS.

WHEREAS, securing the health, safety, and economic well-being of residents of the City of Dodge City is the priority of the City Commission; and

WHEREAS, the United States Departments of Health and Human Services declared a public health emergency for COVID-19 beginning January 27, 2020; and

WHEREAS, the World Health Organization declared a pandemic on March 11, 2020; and

WHEREAS, a State of Disaster Emergency was proclaimed for the State of Kansas on March 12, 2020; and

WHEREAS, on March 13, 2020, the President of the United States declared the ongoing COVID-19 pandemic of sufficient severity and magnitude to warrant an emergency declaration for all states, tribes, territories, and the District of Columbia pursuant to Section 501 (b) of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207 (the "Stafford Act"); and

WHEREAS, on March 13, 2020, the President of the United States pursuant to Sections 201 and 301 of the National Emergencies Act, 50 U.S.C. § 1601, et seq. and consistent with Section 1135 of the Social Security Act, as amended (42 U.S.C. § 1320b-5), declared a national emergency that the COVID-19 outbreak in the United States constitutes a national emergency beginning March 1, 2020; and

WHEREAS, as of this date, in Kansas there have been over 109,000 reported positive cases of COVID-19 spread among 105 counties, including 1,215 deaths; and

WHEREAS, after a steady trend of decreasing metrics, recent weeks have seen the numbers of COVID-19 cases, hospitalizations, and deaths spike in Kansas and across the nation; and

WHEREAS, in Ford County, there are increases in all metrics associated with measuring the spread and impact of the COVID-19 virus; and

WHEREAS, this increased COVID-19 spread is a danger to the health and safety of residents of Dodge City and also presents a serious threat to maintenance and reviving of the Dodge City economy; and

WHEREAS, wearing a mask in public is the easiest and most effective way to protect each other and help keep our businesses open and our economy running; and

WHEREAS, the City of Dodge City must remain flexible to account for the evolving nature and scope of the unprecedented public health emergency posed by COVID-19, while also simultaneously

safely, strategically, and incrementally reopening business and facilitating economic recovery and revitalization; and

WHEREAS, for the aforementioned and other reasons, and in recognition and furtherance of our responsibility to provide for and ensure the health, safety, security, and welfare of the people of the City of Dodge City, requiring that masks or other face coverings be worn in public spaces is necessary to promote and secure the safety and protection of the citizens of our community.

NOW, THEREFORE

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

Section 1. Definitions. The following terms shall have the following meanings:

a. "Mask or other face covering" means a covering of the nose and mouth that is secured to the head with ties, straps, or loops over the ears or is simply wrapped around the lower face. A mask or other face covering can be made of a variety of synthetic and natural fabrics, including cotton, silk, or linen. Ideally, a mask or other face covering has two or more layers. A mask or other face covering may be factory-made, sewn by hand, or can be improvised from household items such as scarfs, bandanas, t-shirts, sweatshirts, or towels.

b. "Public space" means any indoor or outdoor space or area that is open to the public; this does not include private residential property or private offices or workspaces that are not open to customers or public visitors.

Section 2. Requirements of persons. All persons in the City of Dodge City shall cover their mouths and noses with a mask or other face covering when they are in the following situations:

a. Inside any indoor public space where distancing of 6 feet at all times is not possible;

b. In line and waiting to enter an indoor public space;

c. Obtaining services from the healthcare sector in settings, including but not limited to, a hospital, pharmacy, medical clinic, laboratory, physician or dental office, veterinary clinic, or blood bank, unless directed otherwise by an employee or healthcare provider;

d. Waiting for or riding on public transportation or while in a taxi, private car service, or ridesharing vehicle; or

e. While outdoors in public spaces and unable to maintain a 6-foot distance between individuals (not including individuals who reside together) with only infrequent or incidental moments of closer proximity.

Section 3. Requirements of businesses, organizations, and non-profit associations. All businesses, organizations and non-profit associations in the City of Dodge City must require all employees, customers, visitors, members, or members of the public to wear a mask or other face covering when:

- a. Employees are working in any space visited by customers, members of the public or co-workers, who are present at the time;
- b. Employees are working in any space where food is prepared or packaged for sale or distribution to others;
- c. Customers, members, visitors, or members of the public are in a facility managed by the business or organization; or
- d. Employees are in any room or enclosed area where other people (except for individuals who reside together) are present and are unable to maintain a 6-foot distance except for infrequent or incidental moments of closer proximity.

Section 4. Exemptions. The following individuals are exempt from wearing masks or other face coverings in the situations described in Sections 2 and 3:

- a. Persons age five years or under; children age two years and under in particular should not wear a face covering because of the risk of suffocation;
- b. Persons with a medical condition, mental health condition, or disability that prevents wearing a face covering—this includes persons with a medical condition for whom wearing a face covering could obstruct breathing or who are unconscious, incapacitated, or otherwise unable to remove a face covering without assistance;
- c. Persons who are deaf or hard of hearing, or communicating with a person who is deaf or hard of hearing, where the ability to see the mouth is essential for communication;
- d. Persons for whom wearing a face covering would create a risk to the person related to their work, as determined by local, state, or federal regulators or workplace safety guidelines;
- e. Persons who are obtaining a service involving the nose or face for which temporary removal of the face covering is necessary to perform the service;
- f. Persons who are seated at a restaurant or other establishment that offers food or beverage service, while they are eating or drinking, provided they maintain a 6-foot distance between individuals (not including individuals who reside together or are seated together) with only infrequent or incidental moments of closer proximity;
- g. Athletes who are engaged in an organized sports activity that allows athletes to maintain a 6-foot distance from others with only infrequent or incidental moments of closer proximity;
- h. Persons who are engaged in an activity that a professional or recreational association, regulatory entity, medical association, or other public-health-oriented entity has determined cannot be safely conducted while wearing a mask or other face covering;
- i. Persons engaged in an activity or event held or managed by the Kansas Legislature;
- j. Persons engaged in a court-related proceeding held or managed by the Kansas Judiciary; and

k. Persons engaged in any lawful activity during which wearing a mask or other face covering is prohibited by law.

Section 5. Enforcement, violations and penalties.

a. Any person, business, organization, or non-profit association convicted of violating the provisions of this ordinance shall be guilty of a misdemeanor, punishable by a fine of twenty-five (\$25.00). No court costs shall be assessed as a result of a conviction pursuant to this ordinance.

b. Each occurrence of a violation of this ordinance shall be considered a separate and distinct violation.

Section 6. Effective. This ordinance shall be in full force and effect from and after its adoption; and this ordinance shall be published once in the official city newspaper immediately following its passage.

Section 7. From and after November 16, 2020 this ordinance shall be effective to and until February 15, 2021. If the City Commission intends to extend the duration and effectiveness of this ordinance, it shall do so by a majority vote of the City Commission. The City Commission may rescind this ordinance at any time by a majority vote of the City Commission.

APPROVED AND PASSED by the City Commission of Dodge City, Kansas this 16th day of November, 2020.

ATTEST:

Mayor

City Clerk

Approved As To Form:

Bradley C. Ralph, City Attorney



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 16, 2020
Subject: Rezoning for 504 & 506 Ave. G
Agenda Item: Ordinance #3747

Recommendation: The Planning Commission held a public hearing on November 10, 2020 and recommends approval of this zoning amendment. It is also City staff's recommendation to approve this rezoning.

Background: The applicant wishes to rezone this vacant property to C-2 Commercial Highway to allow for an ice cream shop to be built at this location.

Justification: The property in question is located immediately next to commercial property along East Wyatt Earp Blvd. Victory Electric is also already located there. Commercial use in this area is an appropriate use. The rezoning of this property is in agreement with the City's Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: Approving this rezoning will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Ordinance #3747, Map

ORDINANCE NO. 3747

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE LOTS LOCATED AT 504 & 506 AVENUE G, FROM R-2 RESIDENTIAL LOW DENSITY, TO C-2, COMMERCIAL HIGHWAY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned:

Lots 10, 11 of Block 7
East Dodge Addition
Dodge City, Ford County, Kansas

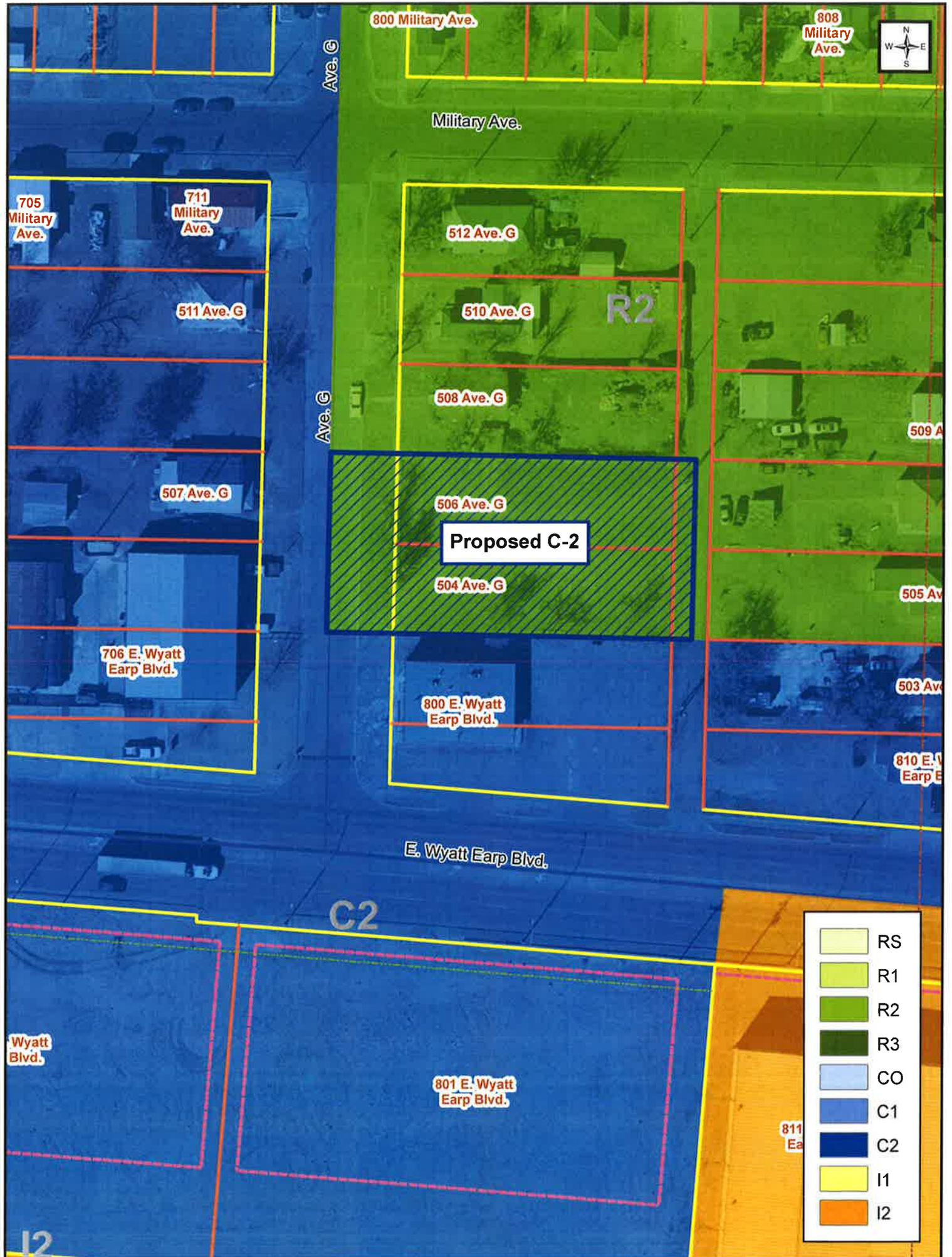
SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTEENTH DAY OF NOVEMBER, 2020.

JOYCE WARSHAW, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



800 Military Ave.

808 Military Ave.



Military Ave.

512 Ave. G

510 Ave. G

R2

508 Ave. G

506 Ave. G

Proposed C-2

504 Ave. G

705 Military Ave.

711 Military Ave.

511 Ave. G

507 Ave. G

706 E. Wyatt Earp Blvd.

800 E. Wyatt Earp Blvd.

801 E. Wyatt Earp Blvd.

509 Ave.

505 Ave.

503 Ave.

810 E. Wyatt Earp Blvd.

E. Wyatt Earp Blvd.

C2

Wyatt Blvd.

811 E. Wyatt Earp Blvd.

| | |
|--|----|
| | RS |
| | R1 |
| | R2 |
| | R3 |
| | CO |
| | C1 |
| | C2 |
| | I1 |
| | I2 |

I2



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 16, 2020
Subject: Rezoning for 1507 Pheasant St.
Agenda Item: Ordinance #3748

Recommendation: The Planning Commission held a public hearing on November 10, 2020 and recommends approval of this zoning amendment. It is also City staff's recommendation to approve this rezoning.

Background: The applicant wishes to rezone this vacant property to R-2 Residential Medium Density to allow for a single-family residential development. This property was recently annexed into the City. The property was last used as a horse racetrack.

Justification: The property in question is located immediately next to residential property. The property is currently vacant and would be a good use of the property. The applicant is proposing building primarily affordable single-family housing along with some multi-family in this area. The rezoning of this property is in agreement with the City's Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: Approving this rezoning will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Ordinance #3748, Map

ORDINANCE NO. 3748

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY LOCATED AT 1507 PHEASANT STREET FROM R-S RESIDENTIAL SUBURBAN, TO R-2, RESIDENTIAL MEDIUM DENSITY.

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby rezoned:

A Portion of a Tract of Land and Lots 76 to 88, the East 33 feet of Lot 75, part of Lots 89 and 90 and the 15th Street Right of Way, Westview Place, Dodge City, see the Deed in Book 216, Page 359, all of which are a combined Tract of Land in a Windholz Survey recorded in the Misc. Book 99, Pages 621-622 all located in the East Half of Section 34, Township 26 South, Range 25 West of the 6th P.M., Ford County, Kansas, and is more particularly described as follows:

Commencing at the Northeast corner of Section 34 being a found 1/2" R-bar, Taylor, in a monument box; thence South 01°38'04" West a distance of 1,709.70 feet along the East line of Section 34; thence North 88°21'56" West a distance of 50.00 feet to a found 1/2" R-bar, Windholz, 20.00 feet West of the Northeast corner of Lot 89 of Westview Place #1 Subdivision, Dodge City, Ford County, Kansas; thence North 88°32'04" West a distance of 520.00 feet to the Point of Beginning being a set 1/2" R-bar, CPS cap typical; thence South 01°28'01" West a distance of 636.50 feet to a set 1/2" R-bar; thence South 75°25'26" West a distance of 633.77 feet to a found 1/2" R-bar; thence on a curve to the right with an arc length of 945.28 feet, a radius of 5639.58 feet, a chord bearing of South 80°26'36" West and a chord length of 944.18 feet to a found 1/2" R-bar; thence North 01°37'37" East a distance of 992.15 feet to a found 1/2" R-bar; thence South 88°32'04" East a distance of 1533.07 feet to the Point of Beginning being a found 1/2" R-bar, containing an area of 29.6 acres, more or less.

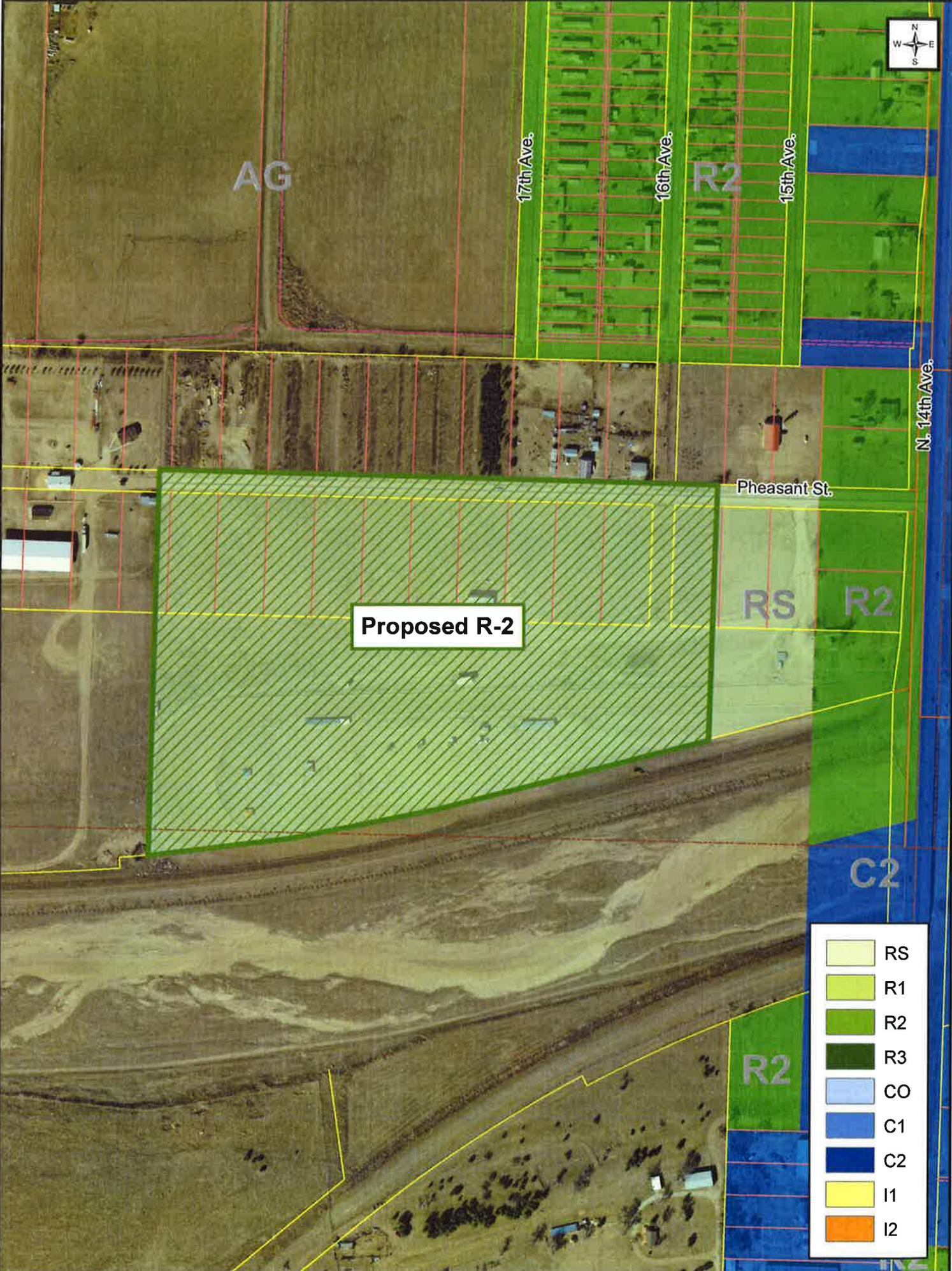
SECTION 2: This ordinance shall take effect, from and following its publication in the official paper, as required by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS SIXTEENTH DAY OF NOVEMBER, 2020.

JOYCE WARSHAW, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK



AG

17th Ave.

16th Ave.

R2

15th Ave.

N. 14th Ave.

Pheasant St.

Proposed R-2

RS

R2

C2

R2

| | |
|---|----|
|  | RS |
|  | R1 |
|  | R2 |
|  | R3 |
|  | CO |
|  | C1 |
|  | C2 |
|  | I1 |
|  | I2 |



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 16, 2020
Subject: Second and Market Addition, Unit 2 Plat
Agenda Item: New Business

Recommendation: The Planning Commission met on November 10, 2020 to review and recommend approval of this plat. It is also City staff's recommendation to approve this plat.

Background: The applicant wishes to replat this area to allow for a portion of the lot to be sold off. Since the original platted lot had already been split, a replat was required.

Justification: This plat meets all of the City's zoning and subdivision requirements.

Financial Considerations: Approving this plat will allow for portions of this property to be sold and redeveloped.

Purpose/Mission: Approving this plat will encourage and support growth and development in our community.

Legal Considerations: None

Attachments: Plat Application, Plat

City of Dodge City
Application for Plat Approval

Section 35
Township 26 S
Range No. 25 W

Subdivision Case No. 20-13
Date Filed 10/29/20

- I. Name of Subdivision. Second and Market Addition, Unit 2
- II. General Location. South 2nd Ave & Market Street
- III. Name of Property Owner RODRIGO LUSO FIGUEROA
Address 715 South 2nd Ave., Dodge City, KS 67801
Phone _____
- IV. Name of Agent N/A
Address _____
Phone _____
- V. Name of Surveyor SMH Consultants
Address 707 3rd Ave, Ste A, Dodge City, KS 67801
Phone 620-255-1952
- VI. Subdivision Information:
A. Gross Acreage of Plat. 2.3 (Ac.)
B. Number of Lots:
 1. Residential _____
 2. Commercial 2
 3. Industrial _____
 4. Other _____
C. Minimum Lot Frontage 54 ft.
D. Minimum Lot Area 1.0 Ac
E. Existing Zoning C2
F. Proposed Zoning C2
G. Public Water Supply Yes X No _____
H. Public Sanitary Sewers Yes X No _____

.....

This application was received at the office of the Secretary of the Dodge City Planning Commission on the 29th day of October, 2020. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 50⁰⁰.

Nathan Stull
Name

Planning + Zoning Administrator
Title

Replot of Second and Market Addition Closure Table

| POINT ID | ANG RT | BEARING | DISTANCE | POINT ID | NORTHING | EASTING |
|----------|-----------|--------------|----------|----------|-------------|------------|
| 500 | 90°11'55" | S 01°07'58"W | 106.911 | 509 | 1706665.742 | 872686.015 |
| 509 | 89°46'03" | N 88°38'05"W | 217.230 | 510 | 1706470.918 | 872871.847 |
| 510 | 89°46'03" | N 88°38'05"W | 104.495 | 506 | 1706356.884 | 872870.336 |
| 506 | 89°46'03" | N 88°38'05"W | 204.495 | 505 | 1706356.884 | 872870.336 |
| 505 | 89°46'03" | N 88°38'05"W | 204.495 | 504 | 1706356.884 | 872870.336 |
| 504 | 89°46'03" | N 88°38'05"W | 204.495 | 503 | 1706356.884 | 872870.336 |
| 503 | 89°46'03" | N 88°38'05"W | 204.495 | 502 | 1706356.884 | 872870.336 |
| 502 | 89°46'03" | N 88°38'05"W | 204.495 | 501 | 1706356.884 | 872870.336 |
| 501 | 89°46'03" | N 88°38'05"W | 204.495 | 500 | 1706356.884 | 872870.336 |

PERIMETER: 1420.599 CUMULATIVE PERIMETER: 1420.599
 APPROX: 50. FEET: 99289 ACRES: 2.279
 APPROX: TOTAL - SQ. FEET: 99289 ACRES: 2.279

CORRECTED COORDINATES NORTH: 1706862.343 EAST: 872674.189
 ERROR: N 0.001' E 0.000' TOTAL 0.001' BRG. S 24°59'27" E
 DISTANCE TRAVELED: 140.939 CLOSURE: 2.69585

Notes:
 No easements, restrictions, reservations, setbacks, or other matter of record if any, affecting the title of the property are shown, except as stated, as per agreement with the instrument.

No gaps or overlaps exist, except as shown.

Parent tract is recorded in Book 209, Page 21-22 and Book 254, Page 271, Register of Deeds Office, Ford County, Kansas.

All building setback requirements shall be determined by the zoning district, unless otherwise noted.

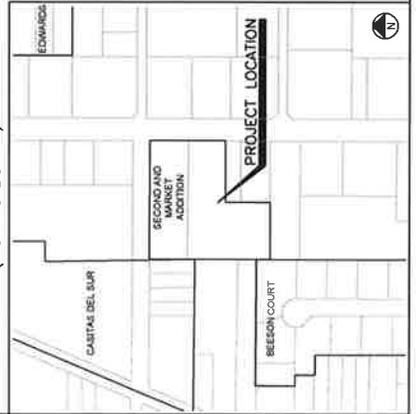
There are no lines of possession that affect this survey.

No existing buildings are shown, as per agreement with the owners.

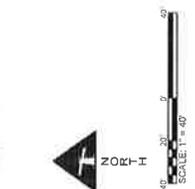
Floodplain Note:
 Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number: 2005/10332E, effective date: September 25, 2009.

Utility Notes:
 Any utility company that locates facilities in any assessment shall have the right to enter the property to install, maintain, repair, or remove facilities. The utility assessment shall be made at any time and place and shall cover any tree limbs, vines, and brush on lands adjacent to the utility easement whenever the utility assessment is made. The utility assessment shall be made at the expense of the contractor, operator, or possessor of the facility, but the right of ingress is and agrees from the utility assessment and contiguous land subject to the purpose of surveying, erecting, constructing, maintaining, or repairing, or operation or maintenance of said facilities.

VICINITY MAP
 (NOT TO SCALE)



- LEGEND**
- Monument Found (1/2" Rebar)
 - Origin: Plat of Second and Market Addition
 - 1/2" x 24" Rebar w/CL5566 Cap Set
 - ✕ Found + Cut
 - Assumed Bearing
 - Plat Dimension
 - (P) Surveyed Dimension
 - (D) Deed Dimension
 - B.S. Building Setback



Final Plat
SECOND AND MARKET
ADDITION,
UNIT 2

An Addition to the City of Dodge City,
 Ford County, Kansas



Civil Engineering • Land Surveying • Landscape Architecture
 www.smhconsultants.com

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 Overland Park, KS: P: (913) 444-0615 • Colerado Springs, CO: P: (719) 495-145

Drawn By: BWS Project #20090G1249 DD #82

NOVEMBER 2020

