

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, December 7, 2020

7:00 p.m.

MEETING #5172

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 Corky Spittler of Christ the King Lutheran Church

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

SUBMIT QUESTIONS OR COMMENTS

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, November 16, 2020;
2. Approval of City Commission Meeting Minutes, November 16, 2020;
3. Approval of Joint City/County Commission Meeting;
4. Appropriation Ordinance No. 22, December 7, 2020;
5. Cereal Malt Beverage License:
 - (a) Murphy Oil USA, Inc. 1907 North 14th Avenue.
 - (b) Pizza Hut #035923, 110 Frontview Street.

ORDINANCES & RESOLUTIONS

Ordinance No. 3749: An Ordinance 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 (Candletree 6). Report by Mollea Wainscott, Assistant Director of Economic Development

Resolution No. 2020-29: A Resolution Describing and Defining the Boundary of the City of Dodge City. Report by Ray Slattery, Director of Engineering Services.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of quote for Infrastructure Improvements for Candletree 6. Report by Ray Slattery, Director of Engineering Services.
2. Approval of CDBG-CV Grant Fund Request. Report by Joann Knight, Director of Economic Development.

OTHER BUSINESS

EXECUTIVE SESSION

1. Communication with City Attorney
2. Communication with City Attorney

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers

Monday, November 16, 2020

6:30 p.m.

This Commission Work Session will be available virtually by two different methods. Comments will be open on the Facebook Live the Vimeo Live feeds. Watch and listen to the work session on one of the following platforms.

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

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

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

CALL OR ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners Rick Sowers, Kent Smoll, Joseph Nuci, and Brian Delzeit were present.

WORK SESSION

There was discussion on the Mask Ordinance for City of Dodge City. Dr. Kye and Dr. Trotter spoke about the Covid-19 Corona Virus Epidemic.

Various citizens and business owners gave their opinion on the mask ordinance.

ADJOURNMENT

ATTEST:

Mayor

City Clerk

CITY COMMISSION MEETING MINUTES

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

Mayor Joyce Warshaw opened the Public Hearing on Rural Housing Incentive District (Casa Del Rio , Phase 1). Special Projects Coordinator, Mollea Wainscott spoke on the housing to be going in. There were no public comments. Commissioner Rick Sowers made a motion to close the public hearing. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

APPROVAL OF AGENDA

Commissioner Joyce Warshaw made a motion to amend the agenda and add the Small Business Saturday Proclamation. Commissioner Kent Smolls econded the motion. The motion carried 5 - 0.

SUBMIT QUESTIONS OR COMMENTS

There were on questions or comments

PETITIONS & PROCLAMATIONS

Mayor Joyce Warshaw read the DCHS Red Demon Soccer Team Day Proclamation and proclaimed Friday, November 20th as DCHS Red Demon Soccer Team Day.

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.

Commissioner Kent Smoll moved to accept the consent calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

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) was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

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 was approved on a motion by Commissioner Kent Smoll. Commissioner Joseph Nuci seconded the motion. The motion carried 5 - 0.

Ordinance No. 3746: An Ordinance Requiring the Wearing of Masks or Other Face Coverings in Public Spaces in the City of Dodge City, Kansas. Commissioner Joseph Nuci made a motion to amend the ordinance to review to see what the numbers of the Covid-19 are at every commission meeting until mandate expires. The motion was not approved by the other four commissioners. Commissioner Kent Smoll made a motion to amend the time frame of the ordinance to review the numbers of the Covid-19 every thirty days or every third Monday of the month for the time that the mandate is effective. Commissioner Brian Delzeit seconded the motion. The motion carried 4 – 1 with commissioner Joseph Nuci voting no. Commissioner Joyce Warshaw made a motion to approve the amended ordinance. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 1 with Commissioner Joseph Nuci voting nay.

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 was approved on a motion by Commissioner Rick Sowers. Commissioner Brian Delzeit seconded the motion. The motion carried 5 - 0.

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 was approved on a motion by Commissioner Brian Delzeit. Commissioner Kent Smoll seconded the motion. The motion carried 5 - 0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Kent Smoll moved to approve the Second Avenue and Market Street Addition, Unit 2 Plat. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Rick Sowers seconded the motion. The motion carried 5 - 0.

ATTEST:

Mayor

City Clerk

JOINT CITY/COUNTY MEETING
Boot Hill Casino and Resort Conference Center
4100 W. Comanche
Tuesday, December 1, 2020
Meeting # 5171

CALL TO ORDER

ROLL CALL

FORD COUNTY COMMISSION Chairman Chris Boys, Commissioners Shawn Tasset, and Ken Snook

CITY of DODGE CITY Mayor Joyce Warshaw, Commissioners Brian Delzeit, Joe Nuci, Kent Smoll, and Rick Sowers.

EXECUTIVE SESSION: An Executive Session was held regarding discussion of confidential financial data.

COUNTY ACTION: Chairman Chris Boys made a motion for the board to recess into executive session to discuss a Racetrack Operating Agreement with Craig Dollansky Racing pursuant to the data relating to financial affairs of a partnership exception to the Kansas Open Meetings Act, K.S.A. 75- 4319(b)(4). The open meeting to resume in this location at 6:40 p.m. In addition to the Commissioners, the County Administrator, the Dodge City Commissioners, the City Manager of Dodge City, and the City Attorney for Dodge City should be included in the executive session. Commissioner Tasset seconded the motion which passed 3-0.

CITY ACTION: Vice Mayor Rick Sowers moved that the City Commission recess into executive session to discuss a Racetrack Operating Agreement with Craig Dollansky Racing pursuant to the data relating to financial affairs of a partnership exception to the Kansas Open Meetings Act, K.S.A. 75-4319(b)(4). The open meeting to resume in this location at 6:40 p.m. In addition to the Commissioners, the City Manager, City Attorney, the Ford County Commissioners, and the Ford County Administrator should be included in the executive session. Commissioner Brian Delzeit seconded the motion which passed 4-0.

APPROVAL OF AGREEMENT FOR OPERATION AND PROMOTION OF DCRP

The recommendation for approval of the agreement for operation and promotion of DCRP by Craig Dollansky Racing was presented by Assistant City Manager/Public Affairs, Melissa McCoy.

County Action: Commissioner Shawn Tasset moved to approve the Dodge City Raceway Park Agreement with Craig Dollansky Racing. Commissioner Ken Snook seconded. The motion passed 3-0.

City Action: Commissioner Kent Smoll moved to approve the Dodge City Raceway Park Agreement with Craig Dollansky Racing. Vice Mayor Rick Sowers seconded. The motion passed 5-0.

DISCUSSION OF WHY NOT DODGE SALES TAX BUDGET

City Finance Director presented options for funding depreciation in the 2021, “Why Not Dodge” sales tax budget. No action was taken. However, the Commissions directed staff to work on a recommendation for the 2022 budget. The 2021 sales tax budget will stand approved without changes.

ADJOURNMENT

County Action: Commissioner Shawn Tasset moved, and Chairman Chris Boys seconded the motion to adjourn the meeting. The motion carried 3-0.

City Action: Commissioner Brian Delzeit moved, and Commissioner Joe Nuci seconded the motion to adjourn the meeting. The motion carried 4-0.

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: 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): 004-710727492F-01

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

Name of Corporation <u>Murphy Oil USA, Inc.</u>		Principal Place of Business <u>Murphy USA # 7483</u>	
Corporation Street Address <u>200 E. Peach St.</u>		Corporation City <u>El Dorado</u>	State <u>AR</u> Zip Code <u>71730</u>
Date of Incorporation <u>9-28-92</u>		Articles of Incorporation are on file with the Secretary of State <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <u>The Corporation Name</u>		Phone No. <u>870-875-7558</u>	
Residence Street Address <u>515 S. Kansas Ave.</u>		City <u>Topeka</u>	State <u>KS</u> Zip Code <u>66603</u>

SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>Murphy USA # 7483</u>		Name <u>Permits Dept.</u>	
Business Location Address <u>1907 North 14th Ave.</u>		Address <u>P.O. Box 7300</u>	
City <u>Dodge City</u>	State <u>KS</u> Zip <u>67801</u>	City <u>El Dorado</u>	State <u>AR</u> Zip <u>71731</u>
Business Phone No. <u>620-227-5228</u>		<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) <u>Murphy Oil USA, Inc.</u>			

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

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

Name <u>see Attached</u>	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State Zip Code

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, Kansas

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): 004-822381178F-01

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

Name of Corporation GMRG ACQ 1, LLC		Principal Place of Business	
Corporation Street Address 10880 Benson, Suite 2320		Corporation City Overland Park	State KS
Date of Incorporation 8/3/17		Articles of Incorporation are on file with the Secretary of State.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name Jen Seward		Phone No. 620-243-2955	
Residence Street Address 1695 N. Mayfield Rd		City Hutchinson	State KS
			Zip Code 67501

SECTION 3 – LICENSED PREMISE

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Pizza Hut #035923	Name Pizza Hut #035923
Business Location Address 110 Frontview	Address 10880 Benson, Suite 2320
City Dodge City	City Overland Park
State KS	State KS
Zip 67801	Zip 66210
Business Phone No. 620-225-2286	<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) Michael Cherney	

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 Michael Cherney	Position CEO	Date of Birth 1/23/1983
Residence Street Address 2223 W Lyndale St	City Chicago	State IL
		Zip Code 60647
Spouse Name Sara Cherney	Position N/A	Date of Birth 6/23/1981
Residence Street Address 2223 W Lyndale St	City Chicago	State IL
		Zip Code 60647
Name Tim Quinlan	Position Passive Investor	Date of Birth 10/4/1976
Residence Street Address 14 East 93rd Street	City New York	State NY
		Zip Code 10028
Spouse Name Courtney Quinlan	Position	Age 5/14/76
Residence Street Address 14 East 93rd Street	City New York	State NY
		Zip Code 10028
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: 12/7/20
Subject: RHID
Agenda Item: Ordinance No. 3749

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Volz Builders, LLC. The second action required is the approval of Ordinance 3749 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. Volz Builders, LLC development will provide thirty-nine (39) single-family residences with a market value of not less than \$ 180,000.00 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 incentives.

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

Legal Considerations: None

Attachments: Development Agreement and Ordinance 3749.

ORDINANCE NO. 3749

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 (CANDLETREE 6)

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. 2020-14 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 10, 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. 2020-07 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 May 18, 2020 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on May 18, 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 May 18, 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 of land in South Half of Section 11, the Southwest Quarter of Section 12, the Northwest Quarter of Section 13, and the North Half of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is N 01°02'34" E 30.00 feet and S 88°57'26" E 44.83 feet from the Northeast Corner of the Northeast Quarter of said Section 14; thence S 00°43'09" W 30.00 feet; thence S 00°35'31" W 55.52 feet; thence N 88°59'35" W 761.80 feet; thence S 00°29'05" W 635.77 feet; thence N 88°42'12" W 829.11 feet; thence N 00°25'53" E 179.90 feet; thence N 88°39'53" W 179.96 feet; thence N 00°25'53" E 457.18 feet; thence N 88°57'01" W 874.05 feet; thence S 00°28'31" W 526.47 feet; thence N 89°46'02" W 80.00 feet; thence N 00°28'31" W 607.61 feet; thence S 88°57'26" E 2725.70 feet to the point of beginning, containing 20.2 acres.

Subject to easements and restrictions of record.

The boundaries of the District do not contain any property not referenced in Resolution No. 2020-07, 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 May 18, 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.

[remainder of this page left blank intentionally]

PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on December 7, 2020.

[SEAL]

Mayor

City Clerk

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the “Agreement”), entered into this 7th day of December, 2020, by and between the **CITY OF DODGE CITY, KANSAS**, a municipal corporation, (the “City”), and **VOLZ BUILDERS, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (the “Developer”).

RECITALS

- A. **WHEREAS**, the City and the Developer (the “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of single-family residential development to be known as “Candletree 6” (the “Development”); and,
- B. **WHEREAS**, the Developer is the titled owner of real property located within the boundaries of the City and described in *Exhibit A*, attached hereto and incorporated herein by reference (the “Property”); and,
- C. **WHEREAS**, the Developer desires to develop the Property by construction of single-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, the City has determined that the construction of the Development will foster the economic development of the City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE 1

DEFINITIONS

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

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

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

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

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

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

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

“**Development Project**” means construction of not less than thirty-nine (39) 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 thirty-nine (39) 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. 2020-04 (the “Resolution”) on March 16, 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 10, 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:

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

b In the case of the City, to:

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

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

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

5.8 Insurance; Damage or Destruction of Development Projects.

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

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

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

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

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

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

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

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

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

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

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

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

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

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

Dated: December 7, 2020

ATTEST: (SEAL)

City Clerk

VOLZ BUILDERS, LLC

By: _____
Tim Volz

Dated: December 7, 2020

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

- Exhibit A Property Description
- Exhibit B Map of Rural Housing Improvement District Boundaries for Candletree 6
Development Project
- Exhibit C Candletree 6 Site Development Plan
- Exhibit D Eligible Costs for Candletree 6 Development Project
- Exhibit E Certification of Substantial Completion Form

EXHIBIT A

PROPERTY DESCRIPTION

A tract of land in South Half of Section 11, the Southwest Quarter of Section 12, the Northwest Quarter of Section 13, and the North Half of Section 14, Township 26 South, Range 25 West of the Sixth Principal Meridian, Ford County, Kansas described as follows:

Beginning at a point that is N 01°02'34" E 30.00 feet and S 88°57'26" E 44.83 feet from the Northeast Corner of the Northeast Quarter of said Section 14; thence
S 00°43'09" W 30.00 feet; thence
S 00°35'31" W 55.52 feet; thence
N 88°59'35" W 761.80 feet; thence
S 00°29'05" W 635.77 feet; thence
N 88°42'12" W 829.11 feet; thence
N 00°25'53" E 179.90 feet; thence
N 88°39'53" W 179.96 feet; thence
N 00°25'53" E 457.18 feet; thence
N 88°57'01" W 874.05 feet; thence
S 00°28'31" W 526.47 feet; thence
N 89°46'02" W 80.00 feet; thence
N 00°28'31" W 607.61 feet; thence
S 88°57'26" E 2725.70 feet to the point of beginning, containing 20.2 acres.

Subject to easements and restrictions of record.

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR CANDLETREE 6 DEVELOPMENT PROJECT**

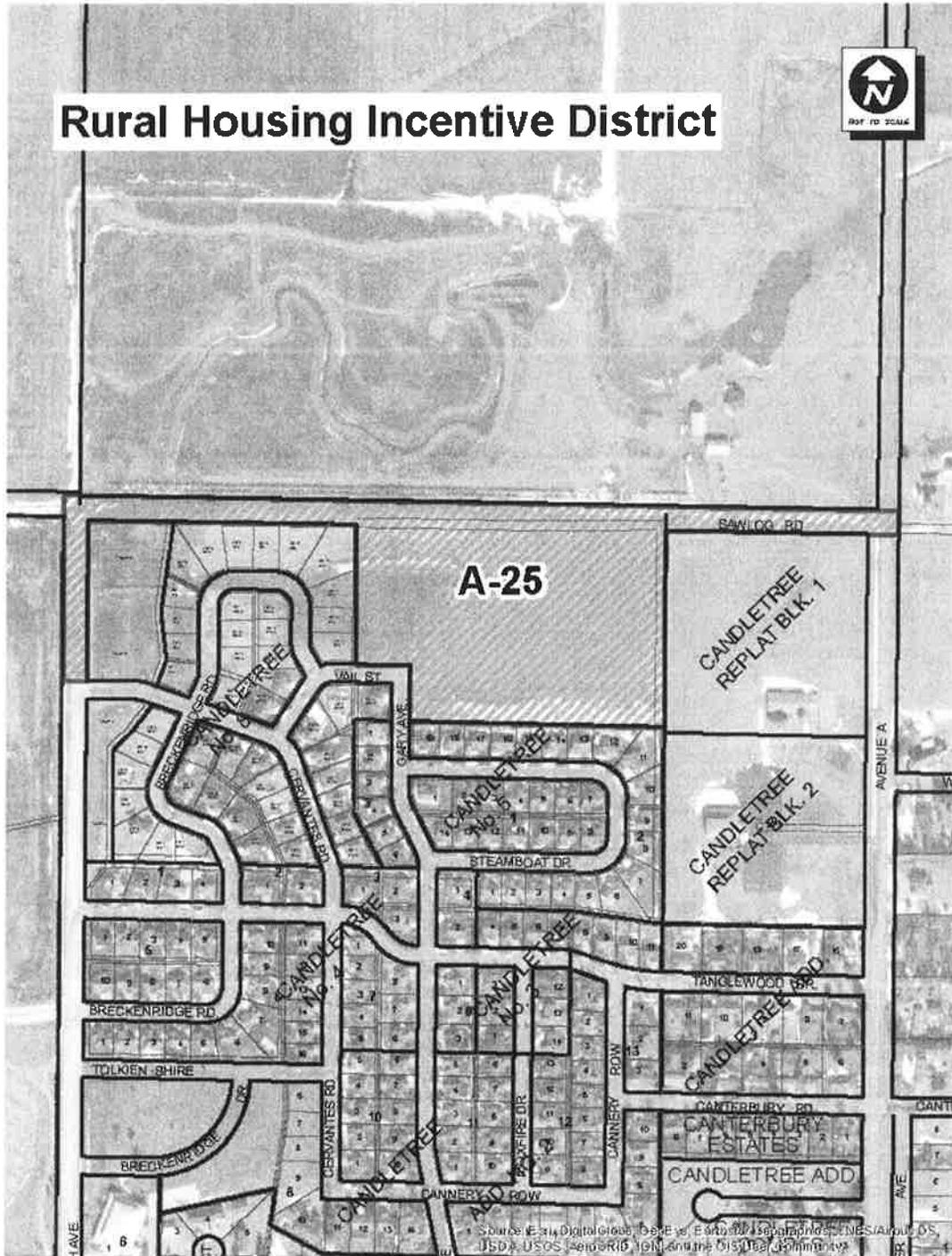


EXHIBIT D
ELIGIBLE COSTS FOR
CANDLETREE 6 DEVELOPMENT PROJECT

Internal Infrastructure, Sanitary Sewer and sewerline extension, waterline extension, street and curb and gutter, street lights and engineering

Iron Road

Developer's Responsibility		City's Responsibility
Developer Financed	Financed Through City Issued Bonds-Special Assessments	Financed by City at Large
	1,300,000.00	
		1,925,000.00
0.00	1,300,000.00	1,925,000.00

**Eligible RHID Costs such as land costs, gas infrastructure, electric infrastructure may be added at project completion. All information is based on estimates. Final application will be based on actuals.

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Volz Builders, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of December 7, 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: _____

VOLZ BUILDERS, LLC

By: _____

Name: Tim Voltz

Title:



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 2, 2020
Subject: Resolution 2020-29 – Boundary Resolution Describing the City Limits of the City of Dodge City
Agenda Item: Ordinances and Resolutions

Recommendation: Approve Resolution 2020-29, the 2020 Boundary resolution of the City of Dodge City

Background: Each year the City must adjust the boundary resolution that describes the City Limits of the City to account for any additional lands that had been annexed in the past year or correct any errors found in the description. The changes to the boundary are as follows.

- Casa Del Rio Sub-Division
- North 30' of the Iron Rd. Right-of-Way from 6th Ave. to Ave. A
- Right-of-way for the Barbara Rd. Extension from the Wagon Wheel #2 sub-Division to Frontview St.

These three properties were annexed into the City. A change was also made to the boundary description in reference to the Wagon Wheel #2 and #3 sub-divisions. Wagon Wheel #3 plat was approved this past year; but didn't add any land to the City as it was fully contained in what was the Wagon #2 Sub-Division. However, the plat name and boundary needed to be updated.

Justification: Each year that territory has been added to or excluded from the City, the City is required by KSA 12-517 to adjust the City's boundary by resolution.

Financial Considerations: None

Purpose/Mission: The City is responsible for following State laws. By updating our boundaries, we have identified what properties should be served by the City and can plan for the long-term improvements to those areas.

Legal Considerations: The City is obligated under state statute to update the boundary of the City.

Attachments: Boundary Resolution and map showing the additions to and current boundary of the City.

RESOLUTION NO. 2020-29

A RESOLUTION DESCRIBING AND DEFINING
THE BOUNDARY OF THE CITY OF DODGE CITY

WHEREAS, the City of Dodge City must define the corporate limits of said City by virtue of K.S.A. 12-517 of the General Statutes of Kansas:

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

SECTION 1: That the Corporate limits of the City of Dodge City, Kansas shall be and are as follows, to wit:

(A) Beginning at the intersection of the south right-of-way line of Military Avenue and the east right-of-way line of Avenue P; thence East along the south line of said Military Avenue to the northeast corner of Shuman Tracts; thence South along the east line of Shuman Tracts to the southeast corner of Tract 7, Shuman Tracts; thence East and perpendicular to the east line of said Tract 7 to a point on the east right-of-way line of Road 113; thence South along the east right-of-way line of the Road 113 to a point that intersects the north right-of-way line of Wyatt Earp Blvd; thence East along the north right-of-way line of said Wyatt Earp Blvd to a point that intersects the northerly extension of the east right-of-way line of U.S. Highway 56-283; thence South along the extended east right-of-way line of U.S. Highway 56-283 to a point on the south line of Section 29; thence West along the south line of Section 29 to the west right-of-way line of U.S. Highway 56-283 Overpass; thence South along the west line of the U.S. Highway 56-283 Overpass to the south right-of-way line of the A.T. & S.F. Railroad; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 1904.07 feet; thence North along the right-of-way line of said A.T. & S.F. Railroad for a distance of 50.00 feet; thence Southeasterly along the south right-of-way line of said A.T. & S.F. Railroad for a distance of 250.45 feet; thence South to a point that is 360.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the west line of Tract 15 of Wilkinson Place No. 2; thence South along the west line of said Tract 15 of Wilkinson Place No. 2 to a point that is 205.00 feet North of the north right-of-way line of U.S. Highway 400; thence Southeasterly and parallel to the north right-of-way line of said U.S. Highway 400 to a point on the east line of Tract 17 of said Wilkinson Place No. 2; thence South along the east line of said Tract 17 of Wilkinson Place No. 2 to the south right-of-way

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line of said U.S. Highway 400; thence Southeasterly along the south right-of-way line of said U.S. Highway 400 to the east line Happy Trails Subdivision a replat lots 12&14 of Wilkinson Place No. 1; thence South along the east line of said Happy Trails Subdivision to the southeast corner thereof; thence West along the south line of said Happy Trails Subdivision and continuing to the southwest corner of Tract 9 of Wilkinson Place No. 1; thence North along the west line of said Tract 9 to the south right-of-way line of U.S. Highway 400; thence Northwesterly along the south right-of-way line of said U.S. Highway 400 to a point that is 770.45 feet East of the west line of Section 32, Township 26 South, Range 24 West, thence South for a distance of 200.00 feet; thence West for a distance of 140.00 feet; thence South to a point on the north line of Lot 1, Block 2 Gladden Addition No.2, said point being 476.78 feet east of the east right-of-way line of U.S. Highway 56/283; thence East along said north line of Lot 1, Block 2 Gladden Addition No.2 to the northeast corner thereof; thence South along the east line of said Lot 1, Block 2 to the southeast corner thereof; thence West along the south line of Lot 1, Block 2 and Lot 1, Block 1 of Gladdens Addition No. 2 to the southwest corner thereof; thence North along the west line of said Lot 1, Block 1 of Gladdens Addition No. 2 to the northwest corner thereof, said corner being of the south line of the Northeast Quarter of Section 31, Township 26 South, Range 24 West; thence west along the south line of the northeast quarter of said Section 31 to a point 651.58 west of the southeast corner thereof; thence North a distance of 922.02 feet to a point on the south right-of-way line of East Trail Street 605.87 west of the west right-of-way of U.S. Highway 56/283; thence west along the south right-of-way line of East Trail Street a distance of 142.46 feet; thence South for a distance of 920.00 feet; thence West for a distance of 560.00 feet to the east line of McCaustland Place; thence South along the east line of said McCaustland Place to the southeast corner thereof; thence West along the south line of said McCaustland Place to a point on the east line of the northeast drain of the Dodge City Flood Control Project; thence South along the east line of said northeast drain a distance of 1,601.50 feet; thence Southeasterly along a line having a deflection angle of 54 degrees 13 minutes a distance of 424.98 feet to the west line of McCaustland Road No. 2; thence South along the west line of said McCaustland Road No. 2 for a distance of 150 feet to the north bank of the Arkansas River; thence Northwesterly along the north bank of the Arkansas River to a point on the east line of Section 36, Township 26 South, Range 25 West of the 6th P.M.; thence South along the east line of said Section 36 to the southeast corner thereof; thence West along the south line of said Section 36 to the extended east right-of-way line of Red Avenue; thence South a distance of 30 feet along the extended east right-of-way line of Red Avenue to the north right-of-way line of Beeson Road; thence West along the south right-of-way line of Beeson Road to the east right-of-way line of Minneola Road; thence South along the

east right-of-way line of Minneola Road to a point on said east right -of-way line intersecting the extended south line of Broce #1 Subdivision; thence West along the extended south line of Broce #1 Subdivision to the west right-of-way line of South Second Avenue; thence South along the west right-of-way line of said South Second Avenue to a point that is approximately 1314 feet North of the south line of Section 2; thence West and parallel to the south line of said Section 2 to a point that is 748.70 feet West of the west line of South Second Avenue; thence Northwesterly and parallel to the west line of said South Second Avenue for a distance of 1265.60 feet; thence North for a distance of 200 feet to the East-West half section line of Section 2; thence West along the said half section line of Section 2 to the east line of Veeann Avenue; thence South along the east line of said Veeann Avenue to the south line of Merrit Road; thence West along the south line of said Merrit Road to the east right-of-way line of South Fourteenth Avenue; thence South along the east right-of-way line of South Fourteenth Avenue to a point of on said east right-of-way intersecting the extended south line of Dodge City Business Park Unit One; thence West along the extended south line of said Dodge City Business Park Unit One to the southeast corner thereof; thence continuing West along the south line of Dodge City Business Park Unit One, said south line being the north right-of-way line of U.S. Highway 56 to the east right-of-way line of Road 109; thence North along said east right-of-way line of Road 109 to the southerly right-of-way line of McArtor Road; thence Northeasterly along said southerly right-of-way line of McArtor Road to the north line of the south half of Section 3, Township 27 South, Range 25 West; thence East along the north line of the south half of said Section 3 to the center corner thereof; thence North along the west line of the northeast quarter of said Section 3 to a point on the north right-of-way line of the Atchison, Topeka & Santa Fe Railroad; thence Southwesterly along the north right-of-way of said Atchison, Topeka and Santa Fe Railroad to the west line of Lewis Addition No. 2; thence North along the west line of said Lewis Addition No. 2 to the south right-of-way line of West Beeson Road; thence West along the south right-of-way line of West Beeson Road to the west line of Section 3, Township 27 South, Range 25 West; thence North along the west line of said section 3 to the northwest corner thereof; thence continuing North along the west line of Section 34, Township 26 South, Range 25 West to the northwest corner of Boley Morgison Addition; thence East along the north line of said Boley Morgison Addition to the northeast corner thereof; thence North along the half section line of Section 34 a distance of 432 feet; thence East parallel with the south line of said Section 34 a distance of 1,676 feet; thence South parallel with the said half section line to the north line of Beeson Road; thence East along the north line of said Beeson Road to the west line of Sunset Tracts; thence North along the west line of said Sunset Tracts to the northwest corner thereof; thence Northeasterly along the south bank along the Arkansas

River to the extended east line of Tract 15 and Tract 88 of Westview Place No. 1; thence North along the extended east line of said Tract 15 and Tract 88 of Westview Place No. 1 to the north right-of-way line of the Dodge City Flood Control property; thence West along the north right-of-way line of the Dodge City Flood Control property a distance of 945.89 feet; thence continuing on a curve to the right along said flood control right-of-way having a radius of 5,639.58 feet, a chord length of 944.27 feet and a chord bearing of South 80 degrees 26 minutes 01 second west to a point which is 2,103 feet west of the east line of Section 34, Township 26 South, Range 25 West and 662 feet south of the south line of said Westview Place# 1; thence North 01 degree 38 minutes 04 seconds east parallel to the east line of said Section 34 a distance of 1052 feet to a point on the north right-of-way line of Pheasant Street 33 feet west of the southwest corner of Lot 27 of said Westview Place# 1; thence East along the north right-of-way line of Pheasant street to the southeast of lot 15 of said Westview Place# 1; thence North along the east line of said lot 15 to the northeast corner thereof; thence West along the north line of said Westview Place No. 1 to the east line of Moncrief Place No. 2; thence South along the east line of said Moncrief Place No. 2 to the southeast corner thereof; thence West along the south line of said Moncrief Place No. 2 to the southwest corner thereof; thence North along the west line of said Moncrief Place No. 2 to the south line of West Park Street; thence West along the along the south right-of-way line of West Park Street to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of Wyatt Earp Blvd.; thence West along the south right-of-way line of Wyatt Earp Blvd. to the extended west line of Lot 4, Block 1, West Hwy. 50 Addition; thence North along the extended west line of said Lot 4 to the northwest corner thereof; thence East along the north line of said Lot 4 to the northeast corner thereof; thence North along the west line of Block 3 and Block 7 of Glenridge Estates to the northwest corner of Lot 36, Block 7 of said Glenridge Estates; thence East along the north line of said Block 7 to the northeast corner thereof; thence continuing East along the north line of Green Crest Memorial Gardens (also known as Maple Grove West) to the west right-of-way line of Matt Down Lane; thence North along the west right-of-way line of Matt Down Lane to the south right-of-way line of U.S. Highway 50; thence Northeasterly along the south right-of-way line of said U.S. Highway 50 to a point intersecting the east-west half section line of Section 22 Township 26 South, Range 25 West; thence East along the half section line of said Section 22 for a distance of 110.0 feet to the northeast corner of Lot 3, Block 1, J.S. & L. Subdivision; thence North 73 degrees 7 minutes 19 seconds east for a distance of 204.45 feet; thence South 89 degrees 53 minutes 58 seconds east for a distance of 196.02 feet to the northeast corner of Lot 1, Block 1, of said J.S. & L. Subdivision; thence South 5 degrees 47 minutes 43 seconds west for a distance of 60 feet to a point on the east-west half

section line of said Section 22; thence East along the half section line of said Section 22 to the center thereof; thence North along the north-south half section line of said Section 22 to the South right-of-way line of Frontview Street; thence West along the south right-of-way line of Frontview Street a distance of 1,385 feet; thence North perpendicular to and to a point on the south line of Section 15, Township 26 South, Range 25 West; thence West along the south section line of said Section 15 to the Southwest corner thereof; thence North along the west section line of said Section 15 to the West Quarter corner thereof; thence East along the east-west half section line of said Section 15 to a point 160 feet east of the Southwest corner of the Northeast Quarter of said Section 15; thence North 30 feet to the extended north line of Ross Blvd.; thence East along the north line of said Ross Blvd. to the west line of the Northeast Quarter of said Section 15; thence continuing East along said north line of Ross Blvd. for a distance of 627.40 feet; thence North 40 feet; thence East 40 feet parallel to the north line of said Ross Blvd.; thence South 40 feet to the north line of said Ross Blvd. thence East along the north line of said Ross Blvd. to the west line of the Southeast Quarter of the Northeast Quarter of said Section 15; thence North along the west line of said Southeast Quarter of the Northeast Quarter of Section 15 to the northwest corner thereof; thence East along the north line of said Southeast Quarter of the Northeast Quarter of Section 15 said line being the south line of Lot1, Block1, Church Subdivision on an assumed bearing of South 89 degrees 52 minutes 40 seconds east to a point 374.24 feet west of the southeast corner of said lot1; thence North 00 degrees 07 minutes 20 seconds east for a distance of 415.64 feet; thence South 47 degrees 41 minutes 14 seconds east for a distance of 326.15 feet; thence South 89 degrees 42 minutes 28 seconds West for a distance of 130.05 feet to a point of on the west right-of-way line of North fourteenth Avenue; thence North along the west right-of-way line of North Fourteenth Avenue to the north line of Section 10, Township 26 South, Range 25 West; thence East along the north line of Sections 10 and 11, Township 26 South, Range 25 West to the northeast corner of the west half of said Section 11; thence South along the east line of the west half of said Section 11 to a point on said east line 30 north of the southeast corner thereof; thence East parallel to and 30 feet north of the south line of said section 11 extended to the east right-of-way of Avenue A; thence South along the east right-of-way line of Avenue A to the north right-of-way line of Canterbury Road; thence East along the north line of said Canterbury Road to the west line of Joel Avenue; thence North along the west line of said Joel Avenue to the north line of William Street; thence East along the north line of said William Street to a point on the extended east line of the alley in Block 5, Kliesen Subdivision; thence South along the east line of said alley to a point on the south line of Anna Avenue; thence West along the south line of said Anna Avenue to the northeast corner of Lot 3, Block 6, Kliesen Subdivision; thence

South along the east line of said Lot 3 to a point on the south line of the alley in Block 6, Kliesen Subdivision; thence West along the south line of said alley to the northeast corner of Lot 2, Block 7, Kliesen Hills Subdivision; thence South along the east line of said Lot 2 to the southeast corner thereof; thence East along the north line of Ross Boulevard to a point on the extended east line of Lot 11, Block 6, Kliesen Hills Subdivision; thence South along the said east line of Lot 11 to the southeast corner thereof; thence South along the extended east line of Lots 1 through 8, Block 6, Kliesen Hills Subdivision to a point on the south right-of-way line of Saint Joseph Street; thence East along the said south line of Saint Joseph Street to the northeast corner Wagon Wheel Addition Unit Three; thence South along the east line of said Wagon Wheel Addition Unit Three to the southeast corner thereof; thence West along the south line of said Wagon Wheel Addition Unit Three to the southwest corner of Lot 1 Block 2, of said Wagon Wheel Addition Unit Three; thence South 0 degrees 30 minutes 40 seconds east along the east right-of way line of Barbara Lane East for a distance of 229.57 feet; thence South 89 degrees 35 minutes 11 seconds east for a distance of 1.94 feet; thence South 26 degrees 07 minutes 35 seconds east for a distance of 66.33 to the Southwesterly corner of Lot 9, Block 14 Kliesen Subdivision; thence South 06 degrees 28 minutes 24 seconds east for a distance of 60.45 feet to the north right-of-way line of U.S. Highway 50; thence East along the north line of said U.S. Highway 50, said line being the south line of Kliesen Street as plated by Kliesen Subdivision, and Kliesen Subdivision No.2 to a point on the east line of Section 13, Township 26 South, Range 25 West; thence continuing East 130 feet along said north line of U.S. Highway 50; thence South 240 feet to a point on the south line of said U.S. Highway 50 that is 130 east of the west line of Section 19, Township 26 South, Range 24 West; thence West along the south line of said Highway 50 to the east right-of-way line of Avenue P; thence South along the east right-of-way line of Avenue P to the south right-of-way line of Military Avenue and Point of Beginning,

(B) Excel Main Plant No. 1 described as follows:

From the southwest corner, Section 33, Township 26 South, Range 24 West of the 6th P.M. and the northwest corner, Section 4, Township 27 South, Range 24 West of the 6th P.M.; thence Easterly 1,190 feet to a point "A" which is a point on a west building line. Point "A" will be the starting point of this building description; thence Southerly from point "A" along a west line 30 feet to point "B" of said building; thence Easterly along a south line, 270 feet to point "C" of said building; thence along an east line, Northerly 20 feet to a point "D" of said building; thence along a south line Easterly 400 feet to point "E" of said building; thence along an east line Northerly 50 feet to point "F" of said building; thence Westerly along a north line 275 feet to point "G" of said building; thence

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Northerly along an east line 15 feet to point "H" of said building; thence Westerly along a north line 48 feet to point "I" of said building; thence Northerly along an east line 35 feet to point "J" of said building; thence Easterly along a south line 25 feet to point "K" of said building; thence Northerly along an east line 35 feet to point "L" of said building; thence Westerly along a north line 23 feet to a point "M" of said building; thence Northerly along an east line 20 feet to point "N" of said building; thence Easterly along a south line 80 feet to point "O" of said building; thence Northerly along an east line 20 feet to point "P" of said building; thence Westerly along a north line 90 feet to point "Q" of said building; thence Northerly along an east line 60 feet to point "R" of said building; thence Westerly along a north line 95 feet to point "S" of said building; thence Northerly along an east line 30 feet to point "T" of said building; thence Westerly along a north line 40 feet to point "U" of said building; thence Northerly along an east line 33 feet to point "V" of said building; thence Westerly along a north line 390 feet to point "W" of said building; thence Southerly along a west line 170 feet to point "X" of said building; thence Easterly along a south line 170 feet to point "Y" of said building; thence Southerly along a west line 113 feet to point "A" of said building.

Excel Secondary Plant No. 2 described as follows:

From point "B" of Excel Main Plant Easterly along a south building line 90 feet to point "A1" of said building; thence Southerly and on a perpendicular line between Main Plant No. 1 and Secondary Plant No. 2, 30 feet to point "B1" of Secondary Plant No. 2. Point "B1" of said exhibit will be the starting point of this building description; thence from point "B1" Southerly along a west line 35 feet to point "C1" of said building; thence Easterly along a south line 60 feet to point "D1" of said building; thence Southerly along a west line 90 feet to point "E1" of said building; thence Easterly along a south line 265 feet to point "F1" of said building; thence Northerly along an east line 20 feet to point "G1" of said building; thence Easterly along a south line 60 feet to point "H1" of said building; thence Northerly along an east line 55 feet to point "I1" of said building; thence Westerly along a north line 60 feet to point "J1" of said building; thence Northerly along an east line 50 feet to point "K1" of said building; thence from point "K1" Westerly along a north line 325 feet to point "B1" of said building.

(C) Part of the east half of Section 21, Township 26 South, Range 24 West and part of the west half of Section 22, Township 26 South, Range 24 West, Ford County, Kansas, referred to as Chaffin Industrial Park, more fully described as follows: Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County,

Kansas; thence North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 102.85 feet to a point of beginning, said point being at the intersection of the north right-of-way of the Atchinson, Topeka and Santa Fe Railway with the east right-of-way line of U.S. Hwy 56-283; thence continuing North 0 degrees 50 minutes East along the west boundary line of the southeast quarter of said Section 21 for 110.88 feet; thence North 31 degrees 57 minutes East along the east right-of-way line of said U.S. Hwy 50 for 4,378.95 feet; thence North 33 degrees 10 minutes East along the east right-of-way line of said U.S. Hwy 56-283 for 295 feet; thence Northeasterly along a curve to the right having a radius of 2,292.01 feet along the south right-of-way line of said U.S. Hwy 50 for 1,722.53 feet; thence South 0 degrees 38 minutes East for 3,594.2 feet to a point on the north right-of-way line to the Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 2,510.63 feet; thence North 12 degrees 49 minutes West for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet; thence along a curve to the left having a radius of 2,694.93 feet along the north right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,722.6 feet to the point of beginning, containing 194.28 acres.

AND

Commencing at the southwest corner of the southeast quarter of Section 21, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 174.87 feet to a point of beginning, said point being on the south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the south boundary line of the southeast quarter of said Section 21 for 1,170.62 feet to a point on right-of-way; thence Northeasterly on a curve to the right having a radius of 8,594.42 feet along the center line of the abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 1,542.0 feet to a point on the east boundary line of the southeast quarter of said Section 21, said point being 883.0 feet North of the southeast corner of the southeast quarter of said Section 21; thence North 0 degrees 26 minutes East along the east boundary line of the southeast quarter of said Section 21 for 230.15 feet to a point on the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway; thence South 77 degrees 11 minutes West along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,130.42 feet; thence South 12 degrees 49 minutes East for 25 feet; thence South 77 degrees 11 minutes West for 15.6 feet;

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thence along a curve to the left having a radius of 2,764.93 feet
along the south right-of-way line of said Atchinson, Topeka and Santa Fe Railway for 1,164.4 feet to the point of beginning, containing 25.63 acres.
Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas, except railroad right-of-way, more fully described as follows:
Commencing at the northwest corner of Lot 7, Section 28, Township 26 South, Range 24 West, Ford County, Kansas; thence East 90 degrees along the north boundary line of said Lot 7 for 134.33 feet to a point of beginning, said point being on the present south right-of-way line of the Atchinson, Topeka and Santa Fe Railway; thence continuing East 90 degrees along the north boundary line of said Lot 7 for 1,170.62 feet to a point on the centerline of an abandoned Atchinson, Topeka and Santa Fe Railway right-of-way; thence Southwesterly on a curve to the left having a radius of 8,594.42 feet along the centerline of said abandoned Atchinson, Topeka and Santa Fe Railway right-of-way for 395.1 feet to a point on the south boundary line of said Lot 7; thence North 89 degrees 56 minutes West along the south boundary line of said Lot 7 for 1,043.7 feet to the southwest corner of said Lot 7; thence North 0 degrees 50 minutes East along the west boundary line of said Lot 7 for 59.7 feet to a point on the present south right-of-way of the Atchinson, Topeka and Santa Fe Railway; thence Northeasterly along a curve to the right, having a radius of 2,964.93 feet for 263.5 feet to the point of beginning, containing 6.63 acres, more or less.

(D) A tract of land located in the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as Millard Warehouse, more fully described as follows:

Beginning at the southwest corner of the southwest quarter of Section 33, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas; thence North 0 degrees 15 minutes 38 seconds West along the west line of the southwest quarter of said Section 33 for 600 feet; thence North 89 degrees 44 minutes 22 seconds East

at right angles to the west line of the southwest quarter of said Section 33 for 350 feet; thence South 0 degrees 15 minutes 38 seconds East parallel with the west line of the southwest quarter of said Section 33 for 605.84 feet; thence North 89 degrees 18 minutes 15 seconds West for 350.05 feet to the point of beginning; containing 211,022 square feet or 4.84 acres, more or less.

(E) A tract of land being part of Sections 20, 21, 28 and 29, Township 26 South, Range 24 West of the 6th P.M., Ford County, Kansas, referred to as the Dodge City Municipal Airport, more fully described as follows:
Commencing at the northeast corner of Section 29; thence South 0 degrees 12 minutes 04 seconds West along the east line of Section 29 for 894.76 feet to the point of beginning; thence continuing South 0 degrees 12 minutes 04 seconds West along said east line of Section 29 for 1,060.53 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 750 feet easterly of the centerline of Runway 14-32 to the northerly right-of-way line of US Highway 56-283; thence Westerly along said northerly right-of-way line of US Highway 56-283 to a point on the west line of the east half of Section 29; thence North 0 degrees 00 minutes 41 seconds West along said west line of the east half of Section 29 to the North Quarter Corner of Section 29; thence North 0 degrees 14 minutes 05 seconds West along the west line of the Southeast quarter of Section 20 for 28 feet; thence North 29 degrees 10 minutes 18 seconds West parallel with and 750 feet westerly of the centerline of Runway 14-32 for 2,928.26 feet to a point on the north line of the southwest Quarter of Section 20; thence South 89 degrees 15 minutes 43 seconds East along said north line of the southwest quarter of Section 20 for 279.5 feet; thence North 26 degrees 10 minutes 18 seconds West for 1,228.08 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence North 26 degrees 10 minutes 18 seconds West for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence North 26 degrees 10 minutes 18 seconds West for 961.60 feet to the south right-of-way line of US Highway 50; thence South 89 degrees 16 minutes 23 seconds East along said south right-of-way line of US Highway 50 for 112.13 feet; thence South 26 degrees 10 minutes 18 seconds East for 910.87 feet; thence North 63 degrees 49 minutes 42 seconds East for 150 feet; thence South 26 degrees 10 minutes 18 seconds East for 500 feet; thence North 63 degrees 49 minutes 42 seconds East for 300 feet; thence South 26 degrees 10 minutes 18 seconds East for 900 feet; thence North 63 degrees 49 minutes 42 seconds East for 100 feet; thence South 26 degrees 10 minutes 18 seconds East, parallel with and 600 feet easterly of the centerline of Runway 14-32 for 2,361.81 feet; thence South 89 degrees 03 minutes 34 seconds East for 1,785.95 feet to a point on the east line of Section 20; thence South 89 degrees 06 minutes 17 seconds East parallel to the south line of Section 21

for 700 feet; thence South 57 degrees 39 minutes 37 seconds East for 464.77 feet; thence South 32 degrees 20 minutes 23 seconds West for 719.66 feet; thence South 0 degrees 30 minutes 56 seconds East parallel to the west line of Section 21 for 462.45 feet to a point on the south line of said Section 21; thence South 0 degrees 12 minutes 04 seconds West parallel to the west line of Section 28 for 254.76 feet; thence South 89 degrees 06 minutes 17 seconds East parallel to the north line of said Section 28 for 457 feet; thence South parallel to said west line of Section 28 for 640 feet; thence west parallel to said north line of Section 28 for 1,157 feet to the point of beginning.

(F) A tract of land being part of Sections 21 and 28, Township 26 South, Range 25 West of the 6th P.M. Ford County, Kansas, referred to as Casino and Event Center, more fully described as follows:

Commencing at the northeast corner of the Southeast Quarter of said Section 21; thence on an assumed bearing of North 89 degrees 39 minutes 54 seconds West along the north line of the Southeast Quarter of said Section 21 for a distance of 222.21 feet to the Northwesterly right of way line of U.S. Highway 50; thence South 34 degrees 50 minutes 32 seconds West along said right of way for a distance of 402.92 feet to the Point of Beginning; thence South 26 degrees 58 minutes 43 seconds East along said right of way line for a distance of 158.82 feet; thence South 34 degrees 50 minutes 32 seconds West along said right of way line for a distance of 6,241 feet more or less, to the Northeast corner of a tract recorded in the Ford County Register of Deeds, Book 176, page 274; thence West along the North line of two tracts described in the Ford County Register of Deeds Book 176, page 274 and Book 188, page 563, a distance of 807.95 to a point on the East line of a tract described in Ford County Register of Deeds, Book 151, page 233; thence North along the east line of and the projection thereof of said tract a distance of 749.23 feet; thence West a distance of 539.03 to the West line of said section 28, said point being 440 feet north of the West Quarter corner of said section 28; thence North along the west line of said Section 28 a distance of 1,784.58 feet; thence East parallel to the north line of said Section 28 a distance of 417.59 feet; thence North parallel to the west line of said Section 28 a distance of 417.42 to the north line thereof; thence West along the north line of said Section 28 to the northwest corner thereof; thence North along the west line of Section 21 to the West Quarter corner of said Section 21; thence South 89 degrees 39 minutes 54 seconds East along the east-west half section line of said Section 21 to a point 1,332.5 feet west of the East Quarter corner of said Section 21; thence South 0 degrees 20 minutes 06 seconds West a distance of 80 feet; thence South 55 degrees 09 minutes 28 seconds East a distance of 869.61; thence North 34 degrees 50 minutes 32 seconds East a distance of 292.00 feet to the point of beginning.

RESOLUTION NO. 2020-29
Page 12

Said tract of land is considered contiguous with the City of Dodge City via right of way U.S. Highway 50 and Matt Down Road.

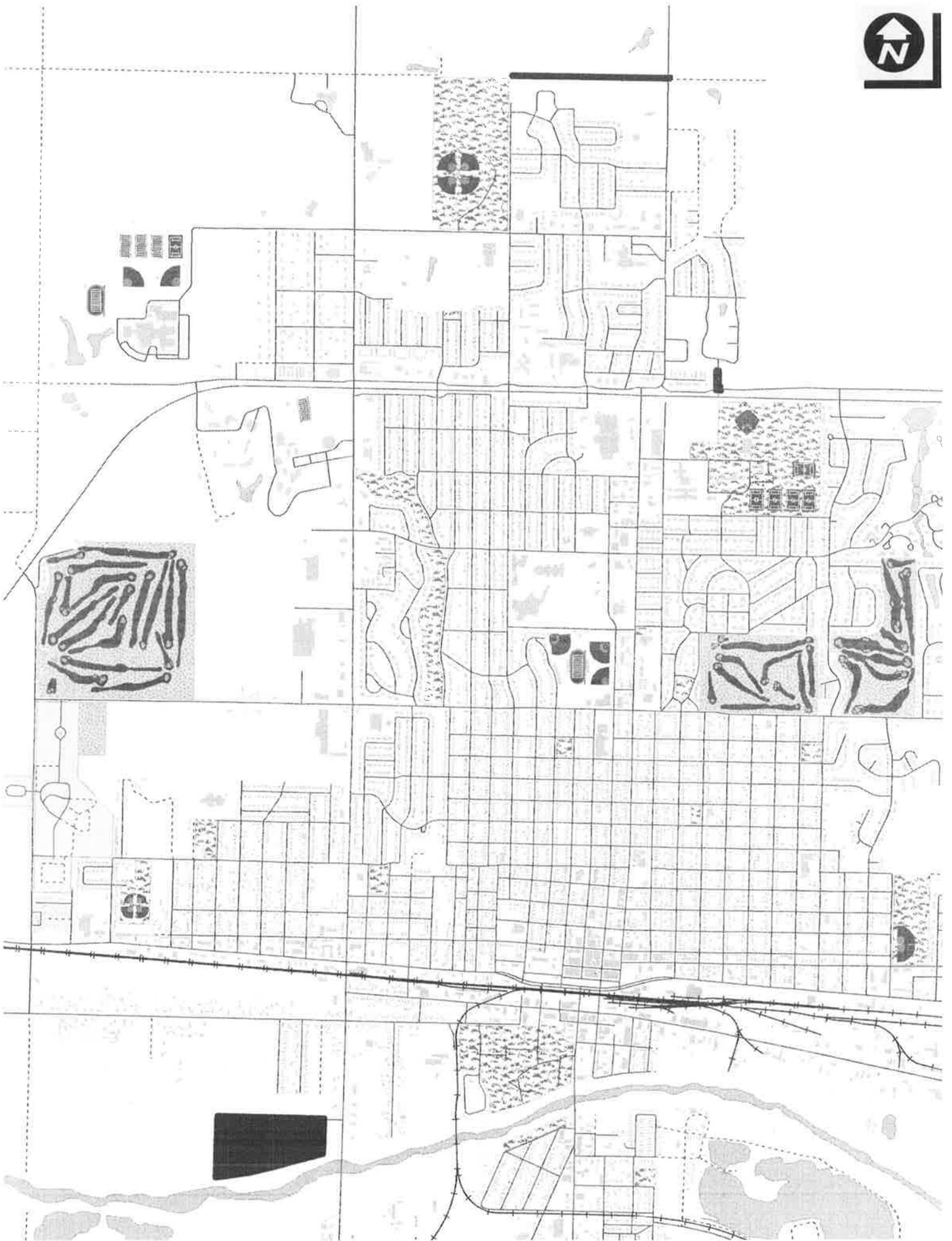
Adopted by the Governing Body of the City of Dodge City

This ___ day of _____, 2020.

Joyce Warshaw, Mayor

ATTEST:

Connie Marquez, City Clerk





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering Services
Date: December 1, 2020
Subject: Approval of quote for Infrastructure Improvements for Candletree #6
Agenda Item: New Business

Recommendation: Approve the proposal from Klotz Sand Co., Inc. for the construction of the Infrastructure Improvements for the Candletree #6 Sub-Division in the amount of \$1,249,233.33.

Background: The City has been working with the Developer of the Candletree #6 Sub-Division to develop the infrastructure plans for water, sewer, and streets to service this new development. This project will also be part of the RHID Program. The Developer requested a quote for the construction of the infrastructure from the same contractor installing the infrastructure for the Wagon Wheel #3 Sub-Division since they were already working in the area.

Justification: It is necessary to have the infrastructure in place for this development to occur. Most of the lots/houses in the recent new developments have already been sold and the developer is needing to start this new Sub-Division to provide additional housing.

Financial Considerations: the construction of the infrastructure improvements of Candletree #6 will cost \$1,249,233.33. Funding of this project will be through special Assessments via the RHID Program.

Purpose/Mission: The completion of this project will allow the developer to construct housing for our citizens.

Legal Considerations: By approving the quote from Klotz Sand Co., Inc., the City will enter a contract with Klotz Sand co., Inc. and be responsible to make payments for the completed work.

Attachments: Quote Tab

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Candletree #6

PROJECT #: PL 1903

QUOTE DATE: 08/03/20

CONTRACTOR:	
Klotz Sand Co.	
ADDRESS:	
P.O. Box 150	
CITY:	Holcomb
STATE:	Kansas
ZIP:	67851
LOW QUOTE	

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Part A - Sanitary Sewer					
1	Mobilization	LS	1	\$50,000.00	\$ 50,000.00
2	Construction Stacking	LS	1	\$7,500.00	\$ 7,500.00
3	Clearing & Grubbing	LS	1	\$4,500.00	\$ 4,500.00
4	Dog House Manhole	Each	2	\$5,000.00	\$ 10,000.00
5	Standard Manhole (4' Dia.)	Each	2	\$4,000.00	\$ 8,000.00
6	Extra Depth Manhole	VF	30	\$160.00	\$ 4,800.00
7	8" (SDR 35) Sanitary Sewer	LF	719	\$60.00	\$ 43,140.00
8	Lateral Line (4" PVC)	LF	459	\$60.00	\$ 27,540.00
9	Rim Adjustment	Each	1	\$1,200.00	\$ 1,200.00
10	Field Cap	Each	3	\$500.00	\$ 1,500.00
11	Cleanout Riser	Each	36	\$250.00	\$ 9,000.00
12	Connect to Existing Sanitary Sewer (18")	Each	2	\$3,000.00	\$ 6,000.00
13	Quality Control/Quality Assurance	LS	1	\$35,000.00	\$ 35,000.00
Part B - Waterline					
1	Mobilization	LS	1	\$45,000.00	\$ 45,000.00
2	Construction Stacking	LS	1	\$5,000.00	\$ 5,000.00
3	Clearing & Grubbing	LS	1	\$1,500.00	\$ 1,500.00
4	8" C900 Water Main (PVC)	LF	2035	\$40.00	\$ 81,400.00
5	8" DIP Valves & Fittings				
	8" 45° MJ Bend	Each	2	\$450.00	\$ 900.00
	8"x8"x8" Tee	Each	1	\$450.00	\$ 450.00
	8" Gate Valve/Box Assembly	Each	3	\$750.00	\$ 2,250.00
	8" Cap or Plug	Each	3	\$275.00	\$ 825.00
6	3/4" Blue Poly Pipe Water Service	LF	1144	\$10.00	\$ 11,440.00
7	3" Blue Poly Pipe	LF	710	\$30.00	\$ 21,300.00
8	3' Service Tap	Each	4	\$2,500.00	\$ 10,000.00
9	Fire Hydrant	Each	6	\$5,250.00	\$ 31,500.00
10	Connect to Existing 8" Main	Each	2	\$750.00	\$ 1,500.00
11	Quality Control/Quality Assurance	LS	1	\$1,100.00	\$ 1,100.00

UNIT PRICE	CONTRACT AMOUNT
\$30,000.00	\$ 30,000.00
\$1,998.00	\$ 1,998.00
\$2,950.00	\$ 2,950.00
\$4,250.00	\$ 8,500.00
\$3,950.00	\$ 7,900.00
\$175.00	\$ 5,250.00
\$62.50	\$ 44,937.50
\$58.55	\$ 26,874.45
\$950.00	\$ 950.00
\$950.00	\$ 2,850.00
\$275.00	\$ 9,900.00
\$2,899.00	\$ 5,798.00
\$6,950.00	\$ 6,950.00
\$38,754.15	\$ 38,754.15
\$5,379.00	\$ 5,379.00
\$4,250.00	\$ 4,250.00
\$38.95	\$ 79,263.25
\$625.00	\$ 1,250.00
\$750.00	\$ 750.00
\$1,325.00	\$ 3,975.00
\$375.00	\$ 1,125.00
\$17.95	\$ 20,534.80
\$21.75	\$ 15,442.50
\$2,650.00	\$ 10,600.00
\$4,750.00	\$ 28,500.00
\$1,450.00	\$ 2,900.00
\$5,950.00	\$ 5,950.00

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

Part C - Streets and Grading				
1	Mobilization	LS	1	\$100,000.00
2	Construction Staking	LS	1	\$10,000.00
3	Clearing & Grubbing	LS	1	\$7,500.00
4	Excavation (Unclassified)	CY	5786	\$5.00
5	Embankment (95%) (VRF=1.15)	CY	10855	\$15.00
6	2" Asphalt Pavement (Class A HMA)*	SY	6433	\$11.00
7	4" Asphalt Pavement (Class A HMA)*	SY	6412	\$22.50
8	6" Fly Ash Treated Compacted Subgrade	SY	7994	\$11.00
9	30" Rollover Curb & Gutter	LF	3777	\$35.00
10	30" Standard Curb & Gutter	LF	155	\$35.00
11	30" Transition Curb & Gutter	LF	100	\$35.00
12	Utility Sleeves (2" Schedule 40 PVC)(Victory Elec.)	LF	60	\$15.00
13	Utility Sleeves (2" Schedule 40 PVC)(Cox)	LF	120	\$15.00
14	Utility Sleeves (2" Schedule 40 PVC)(ATT)	LF	120	\$15.00
15	Type III Barricades	Each	6	\$1,000.00
16	Quality Control/Quality Assurance (Testing)	LS	1	\$5,500.00
17	Type 22 Setback Curb Inlet (7'L x 3'W)	Each	2	\$5,000.00
18	Type 22 Setback Curb Inlet (7'L x 5'W)	Each	2	\$6,000.00
19	38" x 24" Old Castle Headwall w/Dissipators	Each	1	\$3,500.00
20	6" PVC Storm Pipe	LF	62	\$40.00
21	18" Reinforced Concrete Storm Pipe	LF	36	\$75.00
22	24" Reinforced Concrete Storm Pipe	LF	350	\$80.00
23	38"x24" Elliptical Reinforced Concrete Storm Pipe	LF	93	\$100.00
24	Connect to Existing Storm Sewer	Each	1	\$3,000.00
25	Biolog	LF	4087	\$10.00
26	Silt Fence	LF	503	\$5.00
27	Inlet Protection	Each	4	\$750.00
28	Ditch Check	Each	16	\$750.00
29	Relocate Faircloth Skimmer	Each	2	\$1,500.00
30	Flexamat	SF	440	\$65.00
31	Construction Entrance	Each	2	\$1,000.00
32	Temporary Seeding	AC	7.3	\$2,500.00
33	Permanent Seeding	AC	6.6	\$2,500.00

\$110,960.00	\$ 110,960.00
\$9,423.00	\$ 9,423.00
\$7,500.00	\$ 7,500.00
\$3.75	\$ 21,697.50
\$13.25	\$ 143,828.75
\$10.40	\$ 66,903.20
\$20.80	\$ 133,369.60
\$9.50	\$ 75,943.00
\$30.00	\$ 113,310.00
\$30.00	\$ 4,650.00
\$30.00	\$ 3,000.00
\$19.00	\$ 1,140.00
\$18.00	\$ 2,160.00
\$18.00	\$ 2,160.00
\$1,000.00	\$ 6,000.00
\$6,500.00	\$ 6,500.00
\$4,950.00	\$ 9,900.00
\$5,375.00	\$ 10,750.00
\$3,995.00	\$ 3,995.00
\$43.50	\$ 2,697.00
\$65.34	\$ 2,352.24
\$67.71	\$ 23,698.50
\$76.28	\$ 7,094.04
\$1,500.00	\$ 1,500.00
\$9.30	\$ 38,009.10
\$5.25	\$ 2,640.75
\$465.00	\$ 1,860.00
\$595.00	\$ 9,520.00
\$1,050.00	\$ 2,100.00
\$25.00	\$ 11,000.00
\$1,950.00	\$ 3,900.00
\$2,600.00	\$ 18,980.00
\$2,600.00	\$ 17,160.00

TOTAL \$ 1,389,402.00

TOTAL \$ 1,249,233.33

BID SECURITY N/A
START DATE N/A



Memorandum

To: City Commissioners
From: Joann Knight
Date: December 7, 2020
Subject: CDBG-CV Grant Fund Request
Agenda Item: New Business

Recommendation: Staff and Review Committee recommends approval of the following CDBG-CV Grants and requests the Mayor to sign the attached Determination of Level of Review for each applicant business and Request for Payment of CDBG Funds.

Cisco Plumbing LLC - \$30,000
Panderia Arcoiris LLC - \$8,971.72

Background: The COVID-19 pandemic has resulted in a tremendous strain on many small businesses. The City of Dodge City and the Dodge City/Ford County Development Corporation have worked tirelessly to assist our businesses with local, state and federal assistance programs like the Payroll Protection Program, Economic Injury Disaster Loan, local revolving CDBG loans, and other local grants. The City of Dodge City awarded over \$400,000 in CDBG revolving loan funds. Since the current revolving loans funds have been depleted, the City applied for and was awarded \$132,000 in CDBG-CV funds to be granted out to qualifying businesses.

All the applications were reviewed and certified by Great Plains Development and the City CDBG Review Committee consisting of Joann Knight, Gary Johnson and Nannette Pogue.

Justification: The funds available will reimburse working capital to critical small businesses in our community. All applicants meet the 51% Low to Moderate (LMI) requirements set by HUD. Following is the LMI of each applicant and a brief description of the COVID 19 impact on their business:

1. Cisco Plumbing LLC – 6.25 Full-time equivalent employees of which 6.25 or 100% meet the LMI requirement of the fund. COVID-19 caused businesses to close their doors to customers, which stopped them from needing plumbing repairs. Customers also stopped remodeling their homes and are only doing emergency repairs. 1st Quarter revenue was \$43,000 less than last year and 2nd quarter sales was \$95,000 less.
2. Panderia Arcoiris LLC - 2.25 Full-time equivalent employees of which 2.25 or 100% meet the LMI requirement of the fund. Panderia closed it's doors in April and May resulting in no revenue during the shut-down.

Financial Considerations: The City of Dodge City was awarded \$132,000 in the CDBG-CV grant funds. These applications meet the requirements and qualifications of the program. The Review Committee recommends a total approval of \$38,971.72.

Purpose/Mission: Provide disaster relief funding to our local small businesses affected by COVID-19.

Legal Considerations: Each grant application will require a Determination of Letter of Review signed by the Mayor.

Attachments: Cisco Plumbing LLC Application and Determination Letter of Review, Panderia Arcoiris LLC Application and Determination Letter of Review, Request for Payment of CDBG-CV Funds.

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Dodge City #20-CV-016 - Cisco Plumbing LLC

Project Location: 1500 5th Avenue, Dodge City, KS 67801

Project Description: Grant proceeds for working capital for an existing plumbing business. Funds will be used for inventory to retain 6 1/4 FTE employees of which 51% meet the LMI requirement of the funds.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(4)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(___)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Joyce Warshaw, Mayor
Chief Elected Official (print name/title)

Chief Elected Official's Signature

Date

Kansas Department of Commerce
Community Development Block Grant (CDBG) Program
1000 S.W. Jackson St., Suite 100
Topeka, KS 66612-1354

DETERMINATION OF LEVEL OF REVIEW

ENVIRONMENTAL REVIEW RECORD (ERR)

Grantee Name & Project Number: City of Dodge City #20-CV-016 - Panderia Arcoiris LLC

Project Location: 215 S 2nd Avenue, Dodge City, KS 67801

Project Description: Grant proceeds for working capital for an existing hispanic bakery. Funds will be used for utilities, inventory and rent to retain 2 1/4 FTE employees of which 51% meet the LMI requirement of the funds.

The subject project has been reviewed pursuant to HUD regulations 24 CFR Part 58, "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities," and the following determination with respect to the project is made:

- Exempt from NEPA review requirements per 24 CFR 58.34(a)(___)
- Categorical Exclusion NOT Subject to §58.5 authorities per 24 CFR 58.35(b)(4)
- Categorical Exclusion SUBJECT to §58.5 authorities per 24 CFR 58.35(a)(___)
- An Environmental Assessment (EA) is required to be performed.
- An Environmental Impact Statement (EIS) is required to be performed.

The ERR (see §58.38) must contain all the environmental review documents, public notices and written determinations or environmental findings required by Part 58 as evidence of review, decision making and actions pertaining to a particular project. Include additional information including checklists, studies, analyses and documentation as appropriate.

Joyce Warshaw, Mayor
Chief Elected Official (print name/title)

Chief Elected Official's Signature

Date

REQUEST FOR PAYMENT OF CDBG FUNDS

CFDA 14.228

PART I: REQUEST FOR PAYMENT INFORMATION

GRANTEE - NAME City of Dodge City GRANT NO. 20-CV-016
STREET ADDRESS 806 N. 2nd REQUEST NO. 1
PO BOX P O Box 880 nicolem@dodgecity.org
CITY, STATE, ZIP Dodge City, KS 67801 ftrent@gpdionline.com
Administrator - E-mail address for notifying about ACH deposit

PART II: STATUS OF CDBG FUNDS

Table with 2 columns: Description and Amount. Rows include: 1 PAYMENT DUE & AMOUNT OF THIS REQUEST (38,971.72), 2 CDBG GRANT AWARD (132,000.00), 3 PROGRAM INCOME AND OTHER RECEIPTS, 4 TOTAL FUNDS (2 + 3) (132,000.00), 5 CDBG FUNDS RECEIVED TO DATE, 6 TOTAL (1 + 5) (38,971.72), 7 REMAINING CDBG FUNDS (4 - 6) (93,028.28)

PART III: CERTIFICATION

I HEREBY CERTIFY THAT THE DATA REPORTED ABOVE IS CORRECT AND THAT THE AMOUNT REQUESTED IS NOT IN EXCESS OF CURRENT NEEDS

DATE SIGNATURE TITLE
DATE: SIGNATURE TITLE

PART IV: APPROVAL (FOR KANSAS DEPT. OF COMMERCE USE ONLY)

CDBG APPROVAL:

- 1. CONTRACT TERMINATION DATE:
2. AUTHORIZED SIGNATURE:
3. MONITORING RESOLUTION: CURRENT / PAST DUE / NA
4. QUARTERLY PROGRESS REPORTS: CURRENT / PAST DUE

FIELD REPRESENTATIVE DATE

FISCAL DATE

Kansas Department of Commerce
Small Cities Community Development Block Grant



City of Dodge City Commission Calendar

1/1/2020-2/10/2020

** Events with an asterisk require an RSVP and/or a ticket purchase*

1. *2/10/21- State of the City (Boot Hill Casino and Resort Conference Center)

Mayor's Calendar

1. 2/10/21- State of the City (Boot Hill Casino and Resort Conference Center)