

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, November 4, 2024

7:00 p.m.

MEETING # 5293

CALL TO ORDER

ROLL CALL

INVOCATION BY

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

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).

Safety Spotlight Award

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 21, 2024.
2. Appropriation, Ordinance No.23, November 4, 2024.
3. Cereal Malt Beverage License:
 - a. Casey's Store #3783, 2201 N 14th Avenue.
 - b. Casey's Store #3863, 700 W Wyatt Earp Blvd.
4. Approval of Hennessey Hall Lease Agreement with Southwest Kansas Area Agency on Aging.

ORDINANCES & RESOLUTIONS

Ordinance No. 3821: An Ordinance Renaming Loretta Avenue, A Roadway in Country Acres and Scottsdale Subdivisions, to Red Demon Drive. Report by Ray Slattery, Director of Engineering.

Ordinance No. 3822: An Ordinance of the City of Dodge City, Kansas Amending the Official Zoning Map of the City, Changing the Property Located at 804 McArtor Rd, From C-0 Commercial Office to R-3 Residential Higher Density. Report by Nathan Littrell, Planning and Zoning Administrator.

Ordinance No. 3823: An Ordinance Authorizing the City of Dodge City, Kansas to Issue its Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.) for the Purpose of the Acquisition, Construction and Equipping of a Commercial Facility; and Authorizing Other Related Documents and Actions. Report by Nicole May, Finance Director.

Ordinance No. 3824: An Ordinance Granting to the Victory Electric Cooperative Association, Inc.; A Kansas Electric Cooperative, A Franchise to Provide Electric Services. Report by Nick Hernandez, City Manager.

Resolution No. 2024-21: A Resolution of the Governing Body of the City of Dodge City, Kansas Determining that the City is Considering Establishing a Kansas Reinvestment Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such Proposed District; Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Finding of Notice of Such Public Hearing (15th Avenue Development. Report by Mollea Wainscott, Assistant Director of Economic Development.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Purchase of a Mini Van for Convention Visitors Bureau. Report by Ryan Reid, Director of Administration.
2. Approve the Bid for East Wyatt Earp Blvd. & Avenue D Drainage Improvements, Report by Tanner Rutschman, City Engineer.
3. Approval of Change Order #18 for the Expansion of the South (WWTP) Wastewater Treatment Plant. Report by Ray Slattery, Director of Engineering.
4. Approval of Barbers Addition, Unit 2 Plat. Report by Nathan Littrell, Planning and Zoning Administrator.
5. Approval of Perez Addition, Unit 1. Report by Nathan Littrell, Planning and Zoning Administrator.
6. Approval of Real Estate Purchase Agreement. Report by Nick Hernandez, City Manager.
7. Approval of Participation Agreement. Report by Nick Hernandez, City Manager.
8. Approval of Downtown Christmas Decorations. Report by Melissa McCoy, Assistant City Manager/Public Affairs.

OTHER BUSINESS

STAFF REPORTS

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

806 N 2nd Avenue

Dodge City, KS

Monday, October 21, 2024

7:00 p.m.

MEETING # 5292

CALL TO ORDER

ROLL CALL Mayor Chuck Taylor, Commissioners Jeff Reinert, Rick Sowers, Daniel Pogue, Michael Burns reported absent.

INVOCATION BY Ada Bogart, Chaplain of Kansas Soldiers Home

PLEDGE OF ALLEGIENCE

APPROVAL OF AGENDA

Mayor Chuck Taylor moved to amend the agenda adding the World Polio Day Proclamation and an Executive Session after staff reports. Commissioner Daniel Pogue made a motion to approve the consent calendar with the amendments. Commissioner Jeff Reinert seconded the motion. The motion carried 4 – 0.

PETITIONS & PROCLAMATIONS

Mayor Chuck Taylor read the Extra Mile Proclamation and proclaimed November 1, 2024, to be Extra Mile Day and urged each individual in the community to take time on this day to not only “go the extra mile” in his or her own life, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

Mayor Chuck Taylor read the World Polio Day Proclamation and proclaimed October 24th, 2024, as World Polio Day and encouraged all citizens to participate in this observance. Ryan Ausmus, president of the rotary club spoke on the proclamation and wanted to bring awareness to polio that could be debilitating and deadly disease.

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).

Public Information Officer Collin Clark presented the Fall 2024 Engage Dodge Program participants and are also recipients of the Naturalization Scholarships. Thanked Ryan Ausmus of the community foundation for helping fund the scholarships. He explained what Engage Dodge consisted of. Thanked all the engage dodge organizers that helped put on the program. Also thanked the department heads and city staff that helped out with this program. Congratulations to all the participants.

Citizens of Dodge City and Dodge City Library Board members shared their concerns about the proposal of the library basement becoming a daycare center. They are aware of the need for childcare in Dodge City but feel that the library is not a place for this.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, October 7, 2024.
2. Appropriation, Ordinance No.23, October 21, 2024.
3. Cereal Malt Beverage License:
 - a. Farmers Market, 1800 Central Avenue. (on file in city clerks office)
4. Approval of Change Order #1 for Comanche Street & 14th Avenue Block Retaining Wall.

Commissioner Jeff Reinert made a motion to approve the consent calendar as presented. Commissioner Daniel Pogue seconded the motion. The motion carried 4 – 0.

ORDINANCES & RESOLUTIONS

UNFINISHED BUSINESS

NEW BUSINESS

1. Commissioner Rick Sowers made a motion to approve the Change Order #1 for Kansas Dirt, Inc.'s portion of the United Village Subdivision Project for an increase in the amount of \$197,660.50. Commissioner Jeff Reinert seconded the motion. The motion carried 4 - 0.
2. Commissioner Daniel Pogue made a motion to approve Change Order #1 for Asphalt Mill & Inlay Project (East Trail Street). for an increase in the amount of \$375,192.50. Commissioner Rick Sowers seconded the motion. The motion carried 4 - 0

3. Commissioner Jeff Reinert made a motion to approve the quote to repair Well No.3 from Layne Christensen Company out of Wichita Kansas in the amount of \$51,806.00
Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

OTHER BUSINESS

STAFF REPORTS

EXECUTIVE SESSION

Mayor moved to move into Executive Session

At 8:49 Commissioner Jeff Reinert made a motion to recess into executive session pursuant to the exception found in K.S.A. 75-4319(b)(2) Privileged Consultation with the City's attorney. K.S.A. 75-4319(b)(2). The justification for closing the meeting is to consult with attorney for the body for agency which would be deemed privileged in the attorney/client relationship. The meeting will resume in 10 minutes at 8:00 pm. The meeting will include Mayor Taylor, Commissioners Reinert, Sowers, and Pogue, Attorney Brad Ralph and City Manager Nick Hernandez. There will be no action taken prior to adjournment. Commissioner Rick Sowers seconded the motion. The motion carried 4 – 0. Commissioner Sowers moved to extend the executive session for 10 more minutes. Commissioner Taylor seconded the motion. Motion carried 4 – 0.

The open meeting reconvened at 8:08 pm.

ADJOURNMENT

Commissioner Jeff Reinert made a motion to adjourn the meeting. Commissioner Daniel Pogue seconded the motion. The motion carried 4 - 0.

ATTEST:

Mayor

City Clerk



Memorandum

To: City Commission

From: Kevin Israel, Director of Construction and Facilities and Melissa McCoy, Assistant City Manager

Date: November 4, 2024

Subject: Approval of Hennessey Hall Lease Agreement with Southwest Kansas Area Agency on Aging

Agenda Item: Consent Calendar

Purpose: Renew lease agreement with Southwest Kansas Area Agency on Aging (SWKAAA) which includes additional office space at Hennessey Hall on the first floor.

Recommendation: Staff recommend approval of the lease extension with Southwest Kansas Area Agency on Aging (SWKAAA) for office space at Hennessey Hall.

Background: SWKAAA desires to continue to lease space at Hennessey to house their operations and services. The space being leased is on the first floor and includes additional space that was previously leased by Dodge City Community College for the Retired Senior Volunteer Program (RSVP). The total space being leased is 6,793 square feet.

SWKAAA is a planning, coordinating, and funding agency for seniors in Southwest Kansas. They provide aging resources such as information, assistance, set up of in-home services, respite care, caregiving, and Medicare counseling. They are also a not-for-profit public service enterprise that is compatible with other entities currently housed in the facility and are one of the building's primary tenants.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: The annual lease payment will be based on the standard \$6 per sq. ft. price charged to nonprofit tenants at that facility. Lease payments are prorated monthly and billed through City Hall. The annual lease amount is \$40,758 payable in \$3,396.50 monthly installments. Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

Legal Considerations: The lease agreement was approved by the City Attorney.

Mission/Values: This lease agreement is consistent with the City's core value of ongoing improvement as it facilitates additional resources for citizens.

Attachments: SWKAAA Lease Agreement

Approved for the Agenda by:

A handwritten signature in black ink, appearing to read "Melissa R. McCoy".

Melissa R. McCoy, Assistant City Manager

November 4, 2024

HENNESSEY HALL LEASE AGREEMENT

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD), and Southwest Kansas Area Agency on Aging, Inc., a Kansas not-for-profit corporation, (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASED PREMISES:** The LANDLORD hereby leases to the TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit "A" are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately six thousand seven hundred ninety-three (6,793) square feet. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "Leased Premises."
2. **TERM:** The Effective Date of this Agreement shall be November 1, 2024. The term of this lease shall be from the Effective Date to December 31, 2024 (the "Initial Term") and shall automatically renew on January 1, 2025 for a period of five (5) years commencing January 1, 2025 and terminating December 31, 2030 "the Renewal Term", subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the Initial Term of this lease, the TENANT shall pay an advance monthly payment of \$3,396.50, due and owing the first of each month. The Parties acknowledge during the Initial Term, TENANT shall be moving into previously unoccupied space, and TENANT will not have use of the new space until LANDLORD obtains approval of this agreement by its City Commission and until LANDLORD performs necessary cleaning, maintenance, and repairs within the space. The Parties agree TENANT's monthly rent during the Initial Term shall be reduced and pro-rated according to the number of days from the Effective Date and the date TENANT takes possession of the increased square footage. During the Initial Term, TENANT shall pay six dollars (\$6.00) per square foot actually occupied by Tenant per month, with a prorated reduction

November 4, 2024

in rent owed for any days TENANT does not have possession of the newly leased space in November of 2024.

During the Renewal Term of this lease, the TENANT shall annually pay the LANDLORD a square footage rental rate of \$6.00 per square foot, for a total annual rent of forty thousand seven hundred fifty eight dollars and zero cents (\$40,758.00) said annual amount to be paid in equal advance monthly installments of \$3,396.50 per month, which payment is due and owing the first of each month during Renewal Term unless and until this Agreement is terminated. Said monthly rental being hereinafter referred to as the "Base Rent."

4. **ADDITIONAL RENT.** It is agreed by the parties, that in addition to the Base Rent as set forth above, the TENANT shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increase costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant bases on a percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately 6,793 square feet, and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 17%.
- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 17%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by

6,793 square feet. The resulting amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.

(c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on July 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.

(d) The "Base Year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2024.

5. **REPAIR AND MAINTENANCE:** Throughout the term of this lease the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

6. **JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the leased premises. The TENANT will be responsible for providing janitorial services to the leased premises.

7. **STORAGE SPACE AND CITY EQUIPMENT:** The Parties acknowledge within the Leased Premises exists a storage space wherein LANDLORD stores routers and related equipment essential for LANDLORD's operations within the building. LANDLORD shall have the right to enter the storage area, at any time, with or without prior notice, to inspect, maintain, repair, or replace its equipment. TENANT acknowledges that the equipment stored in this area is critical to the building's operations. TENANT agrees to take necessary

precautions to protect LANDLORD's equipment from damage, interference, or unauthorized access. Any damage caused by TENANT to the equipment shall be promptly reported to LANDLORD and repaired at TENANT's expense. The Parties agree TENANT shall be permitted to use the storage area for its own purposes, provided that such use does not impede LANDLORD's access to or the functionality of LANDLORD's equipment. TENANT agrees not to store any items within the storage room which may obstruct access to the equipment or pose a risk to its operation. LANDLORD agrees, to the extent possible, not to disturb TENANT's property stored within the storage room.

8. **TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The TENANT hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the LANDLORD as to the existing condition of the leased premises.

Any renovations and remodeling required or requested by TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonable withheld. TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or

damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

11. **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve months prior to the termination date. In the event of such termination by the LANDLORD, the LANDLORD will refund and reimburse to the TENANT a portion the expenses incurred by the TENANT as a result of renovation and remodeling made to the lease premises during the term of the lease as set forth herein. In the event of a termination of this lease by the LANDLORD, by reason of the sale of the leased building facility to a third party as provided above, the LANDLORD will reimburse the TENANT for the cost of any previously approved improvements or modifications in accordance with the following formula:

If the termination occurs during the year in which the improvements were made, reimbursement shall be 100% of the actual cost of improvements;

If the termination occurs during the first year following the year in which the improvements were made, the reimbursement shall be 66% of the actual cost of such improvements;

If termination occurs during the second year following the year in which the improvements were made, the reimbursement will be 33% of the actual cost of such improvements;

If termination occurs after the third year following the year in which the improvements were made, there shall be no reimbursement for such improvements.

12. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss or damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.

13. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the lease premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expensed by the LANDLORD in defending against any such claims or causes of action.

13. **DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the LANDLORD, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject to cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within (20) twenty days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly

November 4, 2024

agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph to the extent the premises are untenable.

14. **UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
15. **ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
16. **ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
17. **RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
18. **NOTICES:** Any notice under this lease must be in writing and must be sent registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Box 1636, Dodge City, KS 67801.
19. **BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have hereunto set their hands in day and year written below.

CITY OF DODGE CITY, A MUNICIPAL
CORPORATION

November 4, 2024

By: _____
CHUCK TAYLOR, MAYOR

APPROVED:

CONNIE MARQUEZ, CITY CLERK

SOUTHWEST KANSAS AREA AGENCY
ON AGING, INC.

By: _____
MICHELLE PANTALEO
EXECUTIVE DIRECTOR

ATTEST



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Ray Slattery, PE, Director of Engineering
Date: November 4, 2024
Subject: Ordinance No. 3821
Agenda Item: Ordinances & Resolutions

Purpose: The purpose of this project is to change the name of Loretta Ave. to Red Demon Dr.

Recommendation: I recommend the City Commission approve Ordinance No. 3821.

Background: During the design process for the US 50 and Loretta Ave. project, which includes the second access to the DCHS Campus, City staff had discussions with the staff from USD 443 about the address change that would take place for the High School. This is because the main High School entrance would no longer be off Ross Blvd., but would come off Loretta Ave. At that point there were discussions about the possibility of changing the name of Loretta Ave. to a name that coincided better with the High School. It was decided that Red Demon Dr. would be a fitting name for the new road. This name definitely has ties to the High School and shows school spirit.

Red Demon Dr. would run from US 50 to Ross Blvd. The High School would be the only property addressed off Red Demon Drive. Once construction is completed, the High School, with the help of the City, will need to notify the post office and all the delivery businesses of the name change. This name change will not affect any other properties.

City Commission Options:

1. Approve Ordinance
2. Disapprove Ordinance
3. Table for further discussion

Financial Considerations:

Amount \$: None

Funds: N/A

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving the Ordinance the City will need to take the necessary procedures to notify the County of the name change for record purposes.

Mission/Values: Approving this agreement aligns with the City's Core Values of Working Towards Excellence and Ongoing Improvement.

Attachments: Ordinance No. 3821

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, Dir. Of Engineering Services

ORDINANCE NO. 3821

AN ORDINANCE RENAMING LORETTA AVENUE, A ROADWAY IN COUNTRY ACRES AND SCOTTSDALE SUBDIVISIONS, TO RED DEMON DRIVE.

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

Section 1: Loretta Avenue, a roadway in Scottsdale and County Acres Subdivisions and located between US 50 and Ross Boulevard, is hereby renamed to Red Demon Drive.

Section 2: No residence or businesses are addressed off Loretta Ave., and no postal deliveries are made on this roadway.

Section 3: Red Demon Dr. will be classified as a collector street and will be constructed with concrete pavement.

Section 4: Provisions contained in this ordinance shall take effect upon adoption by the City Commission and following its publication in the official City newspaper as provided by law.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 4th day of November 2024.

Chuck Taylor, Mayor

ATTEST:

Connie Marquez, City Clerk



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 4, 2024
Subject: Ord. No. 3822
Agenda Item: Ordinances and Resolutions

Purpose: The applicant wishes to rezone this property to R-3 Residential Higher Density to allow for residential development.

Recommendation: It is City Staff's recommendation to approve this ordinance. On October 22, 2024, the Planning Commission reviewed and voted 6-0 to recommend approval of the proposed rezoning. The proposed zoning amendment does not conflict with the City's Comprehensive Plan.

Background: This property is currently zoned C-O Commercial Office. There is a structure on this property that is currently vacant. This proposed zoning change will allow for the structure to be converted into a multi-unit residence. The amount of units has yet to be determined but will likely be limited by off-street parking availability. There are multi-family dwellings immediately to the north and east of this property. There were no concerns from adjacent property owners addressed at the Planning Commission or with City staff. No protests to this proposed zoning amendment have been filed.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

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

Attachments: Ordinance #3822, Map

Approved for the Agenda by:



Josh Adams, Development Services Director

ORDINANCE NO. 3822

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY LOCATED AT 804 MCARTOR ROAD, FROM C-O COMMERCIAL OFFICE TO R-3 RESIDENTIAL HIGHER DENSITY.

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

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

Tract of land in the Northeast Quarter (NE/4) of Section Two (2), Township Twenty-seven (27) South, Range Twenty-five (25) West of the Sixth Principal Meridian, Ford County, Kansas:

Lot 9
Block 2, Chalk Beeson Addition No. 2
Dodge City, Ford County, Kansas

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FOURTH DAY OF NOVEMBER, 2024.

CHUCK TAYLOR, MAYOR

ATTEST:

CONNIE MARQUEZ, CITY CLERK





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nicole May, Finance Director
Date: October 30, 2024
Subject: Ordinance No. 3823
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Ordinance No. 3823

Background: Stanion Wholesale Electric is asking the City of Dodge City to issue an amount not to exceed \$6,000,000 in Industrial Revenue Bonds to provide funds to pay the cost of acquiring, constructing, and equipping a commercial facility, including buildings, fixtures, machinery and equipment. The City is authorized and empowered under the provisions of K.S.A. 12-1740 to 12-1749d, inclusive (the "Act") to issue industrial revenue bonds to pay the cost of certain facilities (as defined in the "Act") for the purposes set forth in the Act, and to lease such facilities to private persons, firms or corporations.

Previously, the City Commission authorized Resolution No. 2023-34, a resolution of intent to issue the Industrial Revenue Bonds. Ordinance No. 3823 authorizes the City of Dodge City to issued Industrial Revenue Bonds in an amount not to exceed \$6,000,000. It also authorizes the approval of documents including: Trust Indenture; Site Lease Agreement; and a Project Lease Agreement. The Mayor is authorized to execute any documents necessary to complete the transaction.

With the issuance of Industrial Revenue Bonds, the City of Dodge City will have no financial obligation, as the bonds are not backed by the City. Stanion will repay the bonds. Station has requested the issuance of the IRB's for the purpose of receiving a sales tax exemption and property tax exemption.

Justification: To promote economic development in Dodge City and allow Stanion to finance their project with the issuance of Industrial Revenue Bonds.

Financial Considerations: Stanion will pay all costs involved. Stanion will receive a sales tax exemption for all materials and equipment purchased for the project.

Purpose/Mission: We value progress, growth and new possibilities.

Legal Considerations: All legal considerations will be met with documents provided by Gilmore & Bell.

Attachments: Ordinance No. 3823

ORDINANCE NO. 3823

**OF THE
CITY OF DODGE CITY, KANSAS**

**AUTHORIZING THE ISSUANCE OF
NOT TO EXCEED \$6,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(STANION WHOLESALE ELECTRIC CO., INC.)**

(Published in *The Dodge City Globe*, November 12, 2024)

ORDINANCE NO. 3823

AN ORDINANCE AUTHORIZING THE CITY OF DODGE CITY, KANSAS TO ISSUE ITS TAXABLE INDUSTRIAL REVENUE BONDS, SERIES 2024 (STANION WHOLESALE ELECTRIC CO., INC.) FOR THE PURPOSE OF THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF A COMMERCIAL FACILITY; AND AUTHORIZING OTHER RELATED DOCUMENTS AND ACTIONS.

THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS HAS FOUND AND DETERMINED:

A. The City of Dodge City, Kansas (the "Issuer") is authorized by K.S.A. 12-1740 *et seq.*, as amended (the "Act"), to acquire, construct, improve and equip facilities (as defined in the Act) for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for the facilities, and to issue revenue bonds for the purpose of paying the costs of the facilities.

B. The Issuer's governing body has determined that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.) in the aggregate principal amount not to exceed \$6,000,000 (the "Series 2024 Bonds"), for the purpose of paying the costs of the acquisition, construction and equipping of a commercial facility (the "Project") as more fully described in the Indenture and in the Lease authorized in this Ordinance, for lease to Stanion Wholesale Electric Co., Inc., a Kansas corporation (the "Tenant").

C. The Issuer's governing body finds that it is necessary and desirable in connection with the issuance of the Series 2024 Bonds to execute and deliver the following documents (collectively, the "Bond Documents"):

- (i) a Trust Indenture (the "Indenture"), with Security Bank of Kansas City, Kansas City, Kansas, as Trustee (the "Trustee"), prescribing the terms and conditions of issuing and securing the Series 2024 Bonds;
- (ii) a Site Lease (the "Site Lease") with the Tenant under which the Tenant will lease an interest in the Real Property to the Issuer;
- (iii) a Project Lease (the "Project Lease") with the Tenant, under which the Issuer will acquire, construct and equip the Project and lease it to the Tenant in consideration of Basic Rent and other payments;
- (iv) a Bond Purchase Agreement (the "Bond Purchase Agreement") providing for the sale of the Series 2024 Bonds by the Issuer to Stanion Wholesale Electric Co., Inc., Pratt, Kansas (the "Purchaser"); and
- (v) an Agreement for Payment in Lieu of Taxes (the "Agreement for Payment in Lieu of Taxes") with the Tenant, under which the Tenant will make payments in lieu of taxes for each year after issuance of the Series 2024 Bonds that the Project is exempt from ad valorem taxation.

D. The Issuer's governing body has found that under the provisions of K.S.A. 79-201a *Twenty-Fourth*, the Project purchased or constructed with the proceeds of the Series 2024 Bonds is eligible for exemption from ad valorem property taxes for up to 10 years, commencing in the calendar year following the calendar year in which the Bonds are issued, if proper application is made, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Issuer's governing body has further found that the Project should be exempt from ad valorem property taxes for a period of 10 years, subject to a payment in lieu of taxes for each year of the exemption, as more particularly described in the Agreement for Payment in Lieu of Taxes. Prior to making this determination, the governing body of the Issuer has conducted the public hearing and reviewed the analysis of costs and benefits of the exemption required by K.S.A. 12-1749d.

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

Section 1. **Definition of Terms.** All terms and phrases not otherwise defined in this Ordinance will have the meanings set forth in the Indenture and the Project Lease.

Section 2. **Authority to Cause the Project to Be Purchased and Constructed.** The Issuer is authorized to lease the Real Property and cause the Project to be acquired, constructed and in the manner described in the Indenture, the Site Lease and the Project Lease.

Section 3. **Authorization of and Security for the Bonds.** The Issuer is authorized and directed to issue the Series 2024 Bonds, to be designated "City of Dodge City, Kansas Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.)" in the aggregate principal amount not to exceed \$6,000,000, for the purpose of providing funds to pay the costs of the acquisition, construction and equipping of the Project. The Series 2024 Bonds will be dated and bear interest, will mature and be payable at the times, will be in the forms, will be subject to redemption and payment prior to maturity, and will be issued according to the provisions, covenants and agreements in the Indenture. The Series 2024 Bonds will be special limited obligations of the Issuer payable solely from the Trust Estate under the Indenture, including revenues derived from the Project Lease. The Series 2024 Bonds will not be general obligations of the Issuer, nor constitute a pledge of the faith and credit of the Issuer and will not be payable in any manner by taxation.

Section 4. **Authorization of Indenture.** The Issuer is authorized to enter into the Indenture with the Trustee in the form approved in this Ordinance. The Issuer will pledge the Trust Estate described in the Indenture to the Trustee for the benefit of the owners of the Series 2024 Bonds on the terms and conditions in the Indenture.

Section 5. **Lease of the Project.** The Issuer will lease an interest in the Real Property and acquire, construct and equip the Project and lease it to the Tenant according to the provisions of the Site Lease and Project Lease in the form approved in this Ordinance.

Section 6. **Authorization of Bond Purchase Agreement.** The Issuer is authorized to sell the Series 2024 Bonds to the Purchaser, according to the terms and provisions of the Bond Purchase Agreement, in the form approved in this Ordinance.

Section 7. **Execution of Bonds and Bond Documents.** The Mayor of the Issuer is authorized and directed to execute the Series 2024 Bonds and deliver them to the Trustee for authentication on behalf of the Issuer in the manner provided by the Act and in the Indenture. The Mayor, or member of the Issuer's governing body authorized by law to exercise the powers and duties of the Mayor in the Mayor's absence, is further authorized and directed to execute and deliver the Bond Documents on behalf of the Issuer in

substantially the forms presented for review prior to passage of this Ordinance, with the corrections or amendments as the Mayor or other person lawfully acting in the absence of the Mayor may approve, which approval shall be evidenced by his or her signature. The authorized signatory may sign and deliver all other documents, certificates or instruments as may be necessary or desirable to carry out the purposes and intent of this Ordinance and the Bond Documents. The City Clerk or the Deputy City Clerk of the Issuer is hereby authorized and directed to attest the execution of the Series 2024 Bonds, the Bond Documents and the other documents, certificates and instruments as may be necessary or desirable to carry out the intent of this Ordinance under the Issuer's corporate seal.

Section 8. **Property Tax Exemption; Payment in Lieu of Taxes.** The Project will be exempt from ad valorem property taxes for 10 years, commencing in the calendar year after the calendar year in which the Series 2024 Bonds are issued, provided no exemption may be granted from the ad valorem property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto. The Tenant will prepare the application for exemption and submit it to the Issuer for its review. After its review, the Issuer will submit the application for exemption to the State Board of Tax Appeals. The Issuer is authorized to enter into the Agreement for Payment in Lieu of Taxes in substantially the form presented for review prior to passage of this Ordinance.

Section 9. **Pledge of the Project and Net Lease Rentals.** The Issuer hereby pledges the Project and the net rentals generated under the Project Lease to the payment of the Series 2024 Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Series 2024 Bonds are paid or deemed to have been paid under the Indenture.

Section 10. **Authority To Correct Errors and Omissions.** The Mayor or member of the Issuer's governing body authorized to exercise the powers and duties of the Mayor in the Mayor's absence, the City Clerk and any Deputy City Clerk are hereby authorized and directed to make any alterations, changes or additions in the instruments herein approved, authorized and confirmed which may be necessary to correct errors or omissions therein or to conform the same to the other provisions of the instruments or to the provisions of this Ordinance.

Section 11. **Further Authority.** The officials, officers, agents and employees of the Issuer are authorized and directed to take whatever action and execute whatever other documents or certificates as may be necessary or desirable to carry out the provisions of this Ordinance and to carry out and perform the duties of the Issuer with respect to the Series 2024 Bonds and the Bond Documents.

Section 12. **Effective Date.** This Ordinance shall take effect after its passage by the governing body of the Issuer, signature by the Mayor and publication once in the Issuer's official newspaper.

[BALANCE OF THIS PAGE LEFT BLANK INTENTIONALLY]

PASSED by the governing body of the Issuer on November 4, 2024 and **SIGNED** by the Mayor.

Mayor

(SEAL)

ATTEST:

City Clerk

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CERTIFICATE

I hereby certify that the attached copy is a true and correct copy of Ordinance No. 3823 of the City of Dodge City, Kansas duly passed by the governing body, signed by the Mayor and published in the official City newspaper on the respective date stated in this Ordinance, and that the signed original of the Ordinance is on file in my office.

[SEAL]

City Clerk

SITE LEASE

BY AND BETWEEN

STANION WHOLESALE ELECTRIC CO., INC.
As Lessor

AND

CITY OF DODGE CITY, KANSAS
As Issuer

DATED AS OF NOVEMBER 1, 2024

SITE LEASE

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SITE LEASE

THIS SITE LEASE entered into as of November 1, 2024 between Stanion Wholesale Electric Co., Inc., a Kansas corporation (the "Lessor"), and the City of Dodge City, Kansas, a municipal corporation incorporated as a city of the first class under the laws of the State of Kansas (the "Issuer");

WITNESSETH:

WHEREAS, Lessor has requested that the Issuer issue its Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.) (the "Bonds") under and pursuant to K.S.A. 12-1740 *et seq.*, as amended (the "Act"), for the purpose of financing the acquisition, construction and equipping of a commercial facility (the "Improvements"), which Bonds shall be issued and secured under the provisions of an Ordinance duly enacted by the Issuer and a Trust Indenture dated as of November 1, 2024 (the "Indenture") entered into between the Issuer and Security Bank of Kansas City, as Trustee (the "Trustee"); and

WHEREAS, the Improvements are to be constructed and installed on a tract of land (the "Real Property") more specifically described in *Schedule I* attached hereto, which property is owned by the Lessor; and

WHEREAS, the Project, consisting of the leasehold under this Site Lease and the Improvements located on the Real Property shall be leased by the Issuer to the Lessor, as Tenant, under and pursuant to a Lease dated as of November 1, 2024 (the "Project Lease"); and

WHEREAS, in consideration of the issuance of the Bonds by the Issuer and the execution and delivery by the Issuer of the Project Lease, the Lessor is willing to lease the Real Property to provide the Issuer a leasehold interest in the Real Property; and

WHEREAS, the Lessor will not take any action to disturb, alter, avoid or set aside the leasehold interest of the Issuer created under this Site Lease as long as the Bonds are outstanding;

THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which consideration is hereby acknowledged, the Lessor and the Issuer agree as follows:

ARTICLE I

Section 1.1. Representation and Covenants of Lessor. The Lessor makes the following representations and covenants:

(a) It is a Kansas corporation duly authorized and qualified to do business in the state of Kansas (the "State"), with lawful power and authority to enter into this Site Lease, acting by and through a designated signatory.

(b) It (i) shall maintain its authority to do business in the State, and (ii) shall not initiate any proceedings to liquidate without providing written notice to the Issuer and Trustee.

(c) To the knowledge of the Lessor, neither the execution nor delivery of this Site Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Site Lease contravenes any provisions of its articles of incorporation and bylaws, or conflicts with or results in a material breach of the terms, conditions or provisions

of any mortgage, debt, agreement, indenture or instrument to which it is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a default (without regard to any required notice or the passage of any period of time) under any of the foregoing or would result in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of its property or assets under the terms of any mortgage, debt, agreement, indenture or instrument, or violates any existing law, administrative regulation or court order or consent decree to which it is subject.

(d) This Site Lease constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms.

Section 1.2. Representations and Covenants by the Issuer. The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act, the Issuer has the power to enter into and perform the transactions contemplated by this Site Lease and the Project Lease and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against its interest in, the Real Property, except for the pledge of its leasehold interest in the Real Property under this Site Lease to the payment of the Bonds.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Site Lease Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against its interest in the Real Property, except for the pledge of the Project pursuant to the Indenture.

(d) It has duly authorized the execution and delivery of this Site Lease in connection with the execution and delivery of the Project Lease.

ARTICLE II

Section 2.1. Grant of Leasehold. Lessor, in consideration of the issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease, hereby rents, leases and lets unto the Issuer, and the Issuer hereby rents, leases and hires from Lessor, upon and subject to the terms and conditions hereinafter set forth, the Real Property for a term commencing as of the date of this Site Lease and ending on December 31, 2034 (or such earlier date as the principal of, redemption premium, if any, and interest on all Outstanding Bonds is paid in full) (the "Site Lease Term").

Section 2.2. Consideration. The issuance of the Bonds and the contemporaneous execution and delivery of the Project Lease by the Issuer are the sole consideration to be received by the Lessor for the grant of this Site Lease. No cash rentals shall be payable hereunder.

Section 2.3. Impositions. Lessor, as Tenant under the Project Lease, shall bear, pay and discharge, before the delinquency thereof, any and all taxes and assessments, general and special, which may be lawfully levied or assessed against or in respect of the Real Property, or any part thereof, or any improvements at any time erected thereon, and all water and sewer charges, assessments (including special assessments) and other similar governmental charges whatsoever, foreseen or unforeseen, which if not paid when due would encumber the fee simple title to the Real Property ("Impositions"). In the event any Impositions may be

lawfully paid in installments, Lessor shall be required to pay only such installments thereof as become due and payable during the term of this Site Lease, as and when the same become due and payable.

Section 2.4. Contest of Impositions. Lessor, as Tenant under the Project Lease, shall have the right to contest the validity or amount of any Imposition by appropriate legal proceeding instituted at least ten days before the Imposition complained of becomes delinquent, on the condition that Lessor or its sublessee shall give Issuer written notice of its intention to do so and shall diligently prosecute any such contest, effectually stay or prevent official or judicial sale therefor, under execution or otherwise, and shall promptly pay any final judgment in forcing the Imposition so contested and thereafter secure record release or satisfaction thereof.

Section 2.5. Assignment and Sublease. Issuer covenants that it will not, without Lessor's written consent, unless required by law, ordinance or the terms of the Project Lease or the Indenture, sell, assign, sublease or otherwise part with or encumber its interest in the Real Property at any time during the Site Lease Term, except that Issuer may sublease the Real Property to the Lessor as a part of property leased by the Issuer pursuant to the Project Lease.

Section 2.6. Use of Real Property. Except as may be stated to the contrary in this Site Lease, Issuer shall have no right or authority with respect to the Real Property except to lease the Real Property pursuant to the Project Lease for use as provided therein. The parties will comply with all federal, state and local laws, regulations and requirements as to the manner of use or the condition of the Real Property, or of adjoining public ways, now or hereafter applicable to the Real Property, and Issuer shall comply with the mandatory requirements of all insurers under policies required to be carried under the provisions of the Project Lease.

Section 2.7. Covenant Against Other Assignments. Neither party to this Site Lease shall assign or in any manner transfer its interest under this Site Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth herein, and, to the extent applicable, the Indenture and the Project Lease.

ARTICLE III

Section 3.1. Improvements. Issuer shall have the right, from the proceeds of the Bonds, to construct on the Real Property, or in the air space above the Real Property, such building improvements as the Issuer from time to time may deem necessary or advisable in accordance with and subject to the provisions of the Project Lease.

Section 3.2. Mechanic's Liens. Neither party to the Site Lease shall permit or suffer anything to be done whereby the Real Property, or any part thereof, may be encumbered by any mechanic's or other similar lien. If any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the same shall be dealt with as provided in the Project Lease. Notice is hereby given that except to the extent payable from the proceeds of the Bonds issued concurrently with the execution and delivery of the Project Lease, the Issuer does not authorize or consent to the furnishing of any labor or materials to the Real Property and it shall not be liable for them.

Section 3.3. Contest of Liens. In the event any mechanic's or other similar lien is filed against the Real Property, or any part thereof, the Issuer or the Lessor may contest such lien in the manner and as provided in the Project Lease.

ARTICLE IV

Section 4.1. Indemnity. The Lessor shall indemnify the Issuer from any and all claims, demands, liabilities and costs, including attorney's fees, arising from damage or injury, actual or claimed, to property or persons occurring or allegedly occurring in, on or about the Project during the term hereof; provided, however, the indemnity described in this section shall be subject in all respects to the provisions of the Project Lease.

Section 4.2. Access to Real Property. The Issuer, for itself and its duly authorized representatives and agents, including the Tenant under the Project Lease and the Trustee under the Indenture, shall have the right to enter the Real Property at any reasonable time throughout the term of this Site Lease for the purposes of performing any work made necessary by reason of any Event of Default under the Project Lease, and, while an Event of Default (as defined therein) is continuing under the Project Lease, for the purpose of exhibiting the Real Property and the improvements constructed thereon to prospective purchasers, lessees or mortgagees.

ARTICLE V

Section 5.1. Non-Disturbance of Leasehold Interest. Lessor and the Issuer each covenant and agree with one another, that as long as the Issuer, its sublessee, their successors or assigns, shall continue to perform all obligations provided for in this Site Lease, including the discharge of all obligations and covenants hereunder, the Issuer, its assignee or sublessee shall have a leasehold interest in the Real Property, notwithstanding the occurrence of any Event of Default under the Project Lease until this Site Lease is terminated according to its terms.

Section 5.2. Release of Leasehold Interest. Upon cancellation or termination of this Site Lease, the Issuer shall release its leasehold interest in the Real Property to Lessor as provided in the Project Lease.

Section 5.3. Notices. All notices required to be given hereunder shall be given to the notice representative designated for each of the parties in the Project Lease. To be effective, notices required or desired to be given hereunder shall be given in the manner provided in the Project Lease.

Section 5.4. Rights and Remedies. The rights and remedies reserved by the parties hereto, their successors and assigns and those provided by law shall be construed as cumulative and continuing rights and remedies.

Section 5.5. Waiver. No waiver of any breach of any covenant or agreement contained in this Site Lease shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in the event of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any performance without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any other default.

ARTICLE VI

Section 6.1. Purpose of Site Lease. The parties acknowledge and agree that this Site Lease is executed and delivered concurrently with the execution and delivery of the Project Lease and the other documents and agreements executed in connection therewith and as a condition precedent thereto, and that the Trustee and the owners of the Bonds shall be deemed to be third party beneficiaries.

Section 6.2. Limitation of Liability. The liability of Issuer under this Site Lease for any payments to be made to or for the account of Lessor is specifically limited, such that the Issuer shall have no liability beyond the value of the Real Property, the Project, or the rentals and receipts to be received by the Issuer under the Project Lease.

Section 6.3. Amendments. This Site Lease may be amended or modified in the manner prescribed in the Project Lease with respect to amendments thereto.

ARTICLE VII

Section 7.1. Construction and Enforcement. This Site Lease shall be construed and enforced in accordance with the laws of the State of Kansas. The provisions of this Site Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Project Lease. Words and terms used herein shall have the meanings set forth in the Project Lease if not expressly defined in this Site Lease.

Section 7.2. Partial Invalidity. If for any reason any provision hereof shall be termed to be invalid or unenforceable, such partial invalidity shall not affect the remainder of the provisions hereof.

Section 7.3. Binding Effect. The covenants, agreements and conditions herein shall be binding upon and inure to the benefit of the parties, their respective successors and assigns.

Section 7.4. Section Headings. The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Site Lease or as affecting the true meanings of the provisions hereof.

Section 7.5. Execution of Counterparts; Electronic Transactions. This Site Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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

STANION WHOLESALE ELECTRIC CO., INC.

By: _____
Name:
Title:

ACKNOWLEDGMENT

STATE OF [])
) SS:
COUNTY OF [])

The foregoing instrument was acknowledged before me this ___ day of November, 2024 by _____, _____ of Stanion Wholesale Electric Co., Inc., a Kansas corporation.

(SEAL)

Notary Public

My Appointment Expires:

"LESSOR"

CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor, Mayor

(SEAL)

ATTEST:

Connie Marquez, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF FORD)

The foregoing instrument was acknowledged before me this ____ day of November, 2024 by Chuck Taylor, Mayor of the City of Dodge City, Kansas.

(SEAL)

Notary Public

My Appointment Expires:

"ISSUER"

SCHEDULE I

SCHEDULE I TO THE SITE LEASE DATED AS OF NOVEMBER 1, 2024, BETWEEN STANION WHOLESALE ELECTRIC CO., INC. AND THE CITY OF DODGE CITY, KANSAS

PROPERTY SUBJECT TO LEASE

(A) The following described real estate located in Ford County, Kansas, to wit:

[TO BE INSERTED]

the real property constituting the “Real Property” as referred to in the Site Lease, subject to Permitted Encumbrances.

CITY OF DODGE CITY, KANSAS

AS ISSUER

AND

STANION WHOLESALE ELECTRIC CO., INC.

AS TENANT

PROJECT LEASE

DATED AS OF NOVEMBER 1, 2024

**NOT TO EXCEED \$6,000,000
TAXABLE INDUSTRIAL REVENUE BONDS
SERIES 2024
(STANION WHOLESALE ELECTRIC CO., INC.)**

PROJECT LEASE

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PROJECT LEASE

THIS PROJECT LEASE, made and entered into as of November 1, 2024 between the City of Dodge City, Kansas (the "Issuer"), and Stanion Wholesale Electric Co., Inc., a Kansas corporation (the "Tenant").

WITNESSETH:

WHEREAS, the Issuer is a municipal corporation incorporated as a city of the first class, duly organized and existing under the laws of the State, with full lawful power and authority to enter into this Project Lease by and through its governing body; and

WHEREAS, the Issuer, in furtherance of the purposes and pursuant to the provisions of the laws of the State, particularly K.S.A. 12-1740 *et seq.* (the "Act"), and in order to provide for the economic development and welfare of the Issuer and its environs and to provide employment opportunities for its citizens and to promote the economic stability of the State, has proposed and does hereby propose that it shall:

(a) Lease the Real Property from the Tenant pursuant to the Site Lease and acquire the Improvements;

(b) Lease the Project to the Tenant for the rentals and upon the terms and conditions hereinafter set forth; and

(c) Issue, for the purpose of paying Project Costs, the Bonds under and pursuant to and subject to the provisions of the Act and the Indenture, the Indenture being incorporated herein by reference and authorized by an Ordinance of the governing body of the Issuer; and

WHEREAS, the Tenant, pursuant to the foregoing proposals of the Issuer, desires to lease the Project from the Issuer for the rentals and upon the terms and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein set forth, Issuer and the Tenant do hereby covenant and agree as follows:

ARTICLE I

Section 1.1. Definitions.

Capitalized terms not otherwise defined in this Project Lease shall have the meanings set forth in the Indenture. In addition to the words, terms and phrases defined in the Indenture, the Site Lease and elsewhere in this Project Lease, the capitalized words, terms and phrases as used herein shall have the meanings set forth below, unless some other meaning is plainly intended:

"Additional Rent" means all fees, charges, costs and expenses of the Trustee or the Issuer (including reasonable attorneys' fees), all Impositions, all Default Administration Costs, all other payments of whatever nature payable or to become payable pursuant to the Indenture or which the Tenant has agreed to pay or assume under the provisions of this Project Lease and any and all expenses (including reasonable attorneys' fees) incurred by the Issuer or the Trustee in connection with the issuance of the Bonds or the administration or enforcement of any rights under this Project Lease or the Indenture. The fees, charges, costs and expenses of the Trustee shall include all costs incurred in connection with the issuance, transfer, exchange, registration, redemption or payment of the Bonds and the administration or enforcement of any rights or obligations under this Project Lease, the Indenture except (a) the reasonable fees and expenses in connection with the

replacement of a Bond or Bonds mutilated, stolen, lost or destroyed or (b) any tax or other government charge imposed on the Trustee in relation to the transfer, exchange, registration, redemption or payment of the Bonds. The fees, charges, costs and expenses of the Issuer shall include, but not be limited to, any and all costs incurred by the Issuer in connection with the administration or enforcement of any rights, duties, or obligations under this Project Lease, the exercise or pursuit of any remedy upon an Event of Default, the amendment of this Project Lease, the granting of consents, easements or similar actions or any other action required of or available to the Issuer under the terms of this Project Lease.

"Additional Term" shall mean that term commencing on the last day of the Basic Term and terminating five (5) years thereafter.

"Bankruptcy Code" means Title 11 of the United States Code, as amended.

"Basic Rent" means the pro rata amount which, when added to Basic Rent Credits, will be sufficient to pay, on each Payment Date, all principal of, redemption premium, if any, and interest on all Outstanding Bonds which is due and payable on such Payment Date. If for any reason on any Payment Date the Trustee does not have on deposit in the Debt Service Fund sufficient moneys to pay all principal and interest due on the Bonds on such Payment Date, then the Tenant shall pay, as Basic Rent, on such Payment Date, the amount of such deficiency.

"Basic Rent Credits" means all funds on deposit in the Debt Service Fund and available for the payment of principal of, redemption premium, if any, and interest on the Bonds on any Basic Rent Payment Date.

"Basic Rent Payment Date" means December 31, 2034.

"Basic Term" means that term commencing as of the delivery of this Project Lease and ending on December 31, 2034, subject to prior termination as specified in this Project Lease, but ending, in any event, when all of the principal of, redemption premium, if any, and interest on all Outstanding Bonds shall have been paid in full or provision made for their payment in accordance with the provisions of the Indenture.

"CERCLA" means the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq.

"Certificate of Completion" means a written certificate signed by the Authorized Tenant Representative stating that (i) the Improvements have been substantially completed in accordance with the plans and specifications prepared or approved by the Issuer or the Tenant, as the case may be; (ii) the Improvements have been substantially completed in a good and workmanlike manner; (iii) no mechanic's or materialmen's liens have been filed, nor is there any basis for the filing of such liens, with respect to the Project; (iv) all Improvements constituting a part of the Project are located or installed upon the Real Property; and (v) if required by ordinances duly adopted by the Issuer or by applicable building codes, that an appropriate certificate of occupancy has been issued with respect to the Improvements. A form of Certificate of Completion is attached as *Appendix B*.

"Completion Date" means the date on which the Improvements are certified as substantially completed in accordance with *Section 5.5* of this Project Lease.

"Default" means any event or condition the occurrence of which, with the lapse of time or the giving of notice or both, may constitute an Event of Default.

"Environmental Assessment" means an environmental assessment with respect to the Project conducted by an independent consultant satisfactory to the Issuer and the Trustee which reflects the results of such inspections, records reviews, soil tests, groundwater tests and other tests requested, which assessment and results shall be satisfactory in scope, form and substance to the Issuer and the Trustee.

"Environmental Law" means CERCLA, SARA, and any other federal, state or local environmental statute, regulation or ordinance presently in effect or coming into effect during the Term of this Project Lease.

"Event of Bankruptcy" means an event whereby the Tenant shall: (i) admit in writing its inability to pay its debts as they become due; or (ii) file a petition in bankruptcy or for reorganization or for the adoption of an arrangement under the Bankruptcy Code as now or in the future amended, or file a pleading asking for such relief; or (iii) make an assignment for the benefit of creditors; or (iv) consent to the appointment of a trustee or receiver for all or a major portion of its property; or (v) be finally adjudicated as bankrupt or insolvent under any federal or state law; or (vi) suffer the entry of a final and nonappealable court order under any federal or state law appointing a receiver or trustee for all or a major part of its property or ordering the winding-up or liquidation of its affairs, or approving a petition filed against it under the Bankruptcy Code, which order, if the Tenant has not consented thereto, shall not be vacated, denied, set aside or stayed within 60 days after the day of entry; or (vii) suffer a writ or warrant of attachment or any similar process to be issued by any court against all or any substantial portion of its property, and such writ or warrant of attachment or any similar process is not contested, stayed, or is not released within 60 days after the final entry or levy or after any contest is finally adjudicated or any stay is vacated or set aside.

"Event of Default" means any one of the following events:

(a) Failure of the Tenant to make any payment of Basic Rent at the time and in the amounts required hereunder; or

(b) Failure of the Tenant to make any payment of Additional Rent at the times and in the amounts required hereunder, or failure to observe or perform any other covenant, agreement, obligation or provision of this Project Lease on the Tenant's part to be observed or performed, and the same is not remedied within thirty (30) days after the Issuer or the Trustee has given the Tenant written notice specifying such failure (or such longer period as shall be reasonably required to correct such default; provided that (i) the Tenant has commenced such correction within the 30-day period and (ii) the Tenant diligently prosecutes such correction to completion); or

(c) An Event of Bankruptcy; or

(d) Abandonment of the Project by the Tenant; or

(e) A default under the Site Lease on the part of the Tenant, as Lessor, which remains unremedied after any applicable grace period.

"Full Insurable Value" means full actual replacement cost less physical depreciation.

"Hazardous Substances" shall mean "hazardous substances" as defined in CERCLA.

"Impositions" means all taxes and assessments, general and special, which may be lawfully taxed, charged, levied, assessed or imposed upon or against or payable for or in respect of the Project or any part thereof, or any improvements at any time thereon or the Tenant's interest therein, including any new lawful taxes and assessments not of the kind enumerated above to the extent that the same are lawfully made, levied or assessed in lieu of or in addition to taxes or assessments now customarily levied against real or personal

property, and further including all water and sewer charges, assessments and other governmental charges and impositions whatsoever, foreseen or unforeseen, which, if not paid when due, would encumber the Issuer's interest in the Project.

"Indenture" means the Trust Indenture delivered concurrently with this Project Lease, as from time to time amended and supplemented by Supplemental Indentures in accordance with the provisions of *Article XI* of the Indenture.

"Net Proceeds" means the gross proceeds from the insurance (including without limitation title insurance) or condemnation award with respect to which that term is used remaining after the payment of all expenses (including without limitation attorneys' fees and any expenses of the Issuer, the Tenant, the Trustee or any other Owner) incurred in the collection of such gross proceeds.

The term **"Notice Address"** shall mean:

(a) With respect to the Tenant:

Stanion Wholesale Electric Co., Inc.
812 S. Main Street
Pratt, Kansas 67124
Attn: President

(b) With respect to the Issuer:

City of Dodge City, Kansas
806 2nd Avenue
P.O. Box 880
Dodge City, Kansas 67801
Attn: City Clerk

(c) With respect to the Trustee:

Security Bank of Kansas City
701 Minnesota Avenue, Suite 206
P.O. Box 171297
Kansas City, Kansas
Attn: Corporate Trust Department

"Owner's Title Evidence" means for purposes of *Section 6.3* of this Project Lease, either (i) an owner's or lender's policy of title insurance insuring the Tenant's fee simple title in the Real Property or (ii) a certificate of title from a title insurance company evidencing Tenant's fee simple title in the Real Property.

"Permitted Encumbrances" means all easements, liens and rights-of-way of record at the time of lease of the Real Property to the Issuer, and any mortgages, liens or other encumbrances or title exceptions referenced in the Owner's Title Evidence.

"Project Contracts" means a contract or contracts with respect to the acquisition and/or construction of the Improvements entered into by the Tenant or the Issuer.

"Project Lease" means this Project Lease between the Issuer and the Tenant, as from time to time supplemented and amended in accordance with the provisions hereof.

"Real Property" means the real property (or interests therein) described in *Schedule I* hereto.

"SARA" means the Superfund Amendments and Reauthorization Act of 1986, as now in effect and as hereafter amended.

"State" means the State of Kansas.

"Term" means, collectively, the Basic Term and any Additional Term of this Project Lease.

Section 1.2. Representations and Covenants by the Tenant. The Tenant makes the following covenants and representations as the basis for the undertakings on its part herein contained:

(a) The Tenant is a Kansas corporation, duly organized and existing under the laws of the state and is duly authorized and qualified to do business in the State, with lawful power and authority to enter into this Project Lease, acting by and through its duly authorized officers.

(b) Except as otherwise permitted herein, the Tenant shall (i) maintain and preserve its existence and organization as a corporation and its authority to do business in the State and to operate the Project; and (ii) not initiate any proceedings of any kind whatsoever to dissolve or liquidate without (A) securing the prior written consent thereto of the Issuer and (B) making provision for the payment in full of the principal of, redemption premium, if any, and interest on the Bonds. If, at any time during the Term of this Project Lease or the Indenture, the Tenant changes its state of incorporation, changes its form of organization, changes its name, or takes any other action which could affect the proper location for filing Uniform Commercial Code financing statements or continuation statements or which could render existing filings seriously misleading or invalid, the Tenant shall immediately provide written notice of such change to the Trustee, and thereafter promptly deliver to the Trustee such amendments and/or replacement financing statements, together with an Opinion of Counsel to the effect that such amendments and/or replacement financing statements have been properly filed so as to create a perfected security interest in the collateral securing the Indenture, and such additional information or documentation regarding such change as the Trustee may reasonably request.

(c) Neither the execution and/or delivery of this Project Lease, the consummation of the transactions contemplated hereby or by the Indenture, nor the fulfillment of or compliance with the terms and conditions of this Project Lease contravenes in any material respect any provisions of its articles of incorporation or bylaws, or conflicts in any material respect with or results in a material breach of the terms, conditions or provisions of any mortgage, debt, agreement, indenture or instrument to which the Tenant is a party or by which it is bound, or to which it or any of its properties is subject, or would constitute a material default (without regard to any required notice or the passage of any period of time) under any of the foregoing, or would result in the creation or imposition of any lien, charge or encumbrance upon any of the property or assets of the Tenant under the terms of any mortgage, debt, agreement, indenture or instrument, or violates in any material respect any existing law, administrative regulation or court order or consent decree to which the Tenant is subject.

(d) This Project Lease constitutes a legal, valid and binding obligation of the Tenant enforceable against the Tenant in accordance with its terms.

(e) The Tenant agrees to operate and will operate the Project or cause the Project to be operated as a "facility," as that term is contemplated in the Act, from the date of the Issuer's acquisition of the Project to the end of the Term.

(f) The Tenant has obtained or will obtain any and all permits, authorizations, licenses and franchises necessary to construct the Improvements to enable it to operate and utilize the Project for the purposes for which it was leased by the Tenant under this Project Lease.

(g) The estimated total cost of the Improvements to be financed by the proceeds of the Bonds, plus interest on the Bonds during acquisition, construction and installation of the Improvements, and Costs of Issuance of the Bonds, will not be less than the original aggregate principal amount of the Bonds.

(h) After reasonable inquiry and investigation, the Tenant is not aware of (i) any Hazardous Substances generated from or located on the Project; (ii) any prior use of the Real Property which might reasonably involve Hazardous Substances; or (iii) any investigations, complaints or inquiries of any kind, from any source, concerning Hazardous Substances with respect to the Project or properties adjoining the Project.

(i) The Tenant will not use or permit the Project to be used by any other person or entity in any manner which would involve the generation, storage, disposal or transportation of Hazardous Substances, except in strict compliance with applicable Environmental Laws.

(j) The proceeds of the Bonds are to be used to acquire, construct, install, equip and furnish the Project.

(k) Subject to the provisions of *Section 10.2*, all Improvements and machinery and equipment comprising the Project will be located and maintained entirely and exclusively on the Real Property to and until the principal of, redemption premium, if any, and interest on the Bonds have been satisfied in full.

Section 1.3. Representations and Covenants by the Issuer.

The Issuer represents, covenants and warrants, to the best of its knowledge and belief, as follows:

(a) It is a municipal corporation duly incorporated and existing as a city of the first class under the constitution and laws of the State. Under the provisions of the Act and the Ordinance, the Issuer has the power to enter into and perform the transactions contemplated by this Project Lease and the Indenture and to carry out its obligations hereunder and thereunder.

(b) It has not, in whole or in part, assigned, leased, hypothecated or otherwise created any other interest in, or disposed of, or caused or permitted any lien, claim or encumbrance to be placed against, the Project, except for this Project Lease, the assignment of this Project Lease to the Trustee, any Permitted Encumbrances, any Impositions, and the pledge of the Project pursuant to the Indenture.

(c) Except as otherwise provided herein or in the Indenture, it will not during the Term, in whole or in part, assign, lease, hypothecate or otherwise create any other interest in, or dispose of, or cause or permit any lien, claim or encumbrance to be placed against, the Project, except Permitted Encumbrances, this Project Lease, any Impositions and the pledge of the Project pursuant to the Indenture.

(d) It has pledged the Project and the net rentals therefrom generated under this Project Lease to payment of the Bonds in the manner prescribed by the Act and has duly authorized the execution and delivery of this Project Lease and the Indenture and the issuance, sale and delivery of the Bonds.

(e) It has notified or obtained the consent to and/or approval of the issuance of the Bonds by each municipal corporation and political subdivision, the notification, consent or approval of which is required by the provisions of the Act.

ARTICLE II

Section 2.1. Granting of Leasehold.

The Issuer by these presents hereby rents, leases and lets the Project unto the Tenant and the Tenant hereby rents, leases and hires the Project for the Term from the Issuer, for the rentals and upon and subject to the terms and conditions hereinafter set forth.

ARTICLE III

Section 3.1. Basic Rent.

The Issuer reserves and the Tenant covenants and agrees to pay Basic Rent to the Trustee, as assignee of the Issuer, for the account of the Issuer, for deposit in the Debt Service Fund, on each Basic Rent Payment Date. Basic Rent shall be payable at the principal office of the Trustee on each Basic Rent Payment Date.

Section 3.2. Additional Rent.

Within 30 days after receipt of written notice thereof, the Tenant shall pay any Additional Rent required to be paid pursuant to this Project Lease not already paid.

Section 3.3. Rent Payable Without Abatement or Setoff.

The Tenant covenants and agrees with and for the express benefit of the Issuer and the Owner that all payments of Basic Rent and Additional Rent shall be made by the Tenant as the same become due, and that the Tenant shall perform all of its obligations, covenants and agreements hereunder without notice or demand and without abatement, deduction, setoff, counterclaim, recoupment or defense or any right of termination or cancellation arising from any circumstance whatsoever, whether now existing or hereafter arising, and irrespective of whether the Improvements shall have been acquired, started or completed, or whether the Issuer's interest in the Project or any part thereof is defective or non-existent, and notwithstanding any failure of consideration or commercial frustration of purpose, the eviction or constructive eviction of the Tenant or any subtenant, any Change of Circumstances, any change in the tax or other laws of the United States of America, the State, or any political subdivision of either, any change in the Issuer's legal organization or status, or any default of the Issuer hereunder, and regardless of the invalidity of any action of the Issuer or any other event or condition whatsoever, and regardless of the invalidity of any portion of this Project Lease, and the Tenant hereby waives the provisions of any statute or other law now or hereafter in effect contrary to any of its obligations, covenants or agreements under this Project Lease or which releases or purports to release the Tenant therefrom. Nothing in this Project Lease shall be construed as a waiver by the Tenant of any rights or claims the Tenant may have against the Issuer under this Project Lease or otherwise, but any recovery upon such rights and claims shall be had from the Issuer separately, it being the intent of this Project Lease that the Tenant shall be unconditionally and absolutely obligated to perform fully all of its obligations, agreements and covenants under this Project Lease (including the obligation to pay Basic Rent and Additional Rent) for the benefit of the Owner.

Section 3.4. Prepayment of Basic Rent.

The Tenant may at any time prepay all or any part of the Basic Rent. Prepayments of Basic Rent will be applied to redemption of the Bonds (other than mandatory sinking fund redemption), including payment of redemption premium, as directed in writing by the Tenant, to the extent that Bonds are subject to optional redemption at the time of prepayment. Otherwise, prepayments of Basic Rent will be deposited in the Debt Service Fund to be applied to purchase of Bonds as provided in the Indenture, or to optional redemption of Bonds (including redemption premium and interest) at the earliest date on which Bonds are subject to optional redemption.

Section 3.5. Deposit of Rent by the Trustee.

As assignee of the Issuer's rights hereunder, the Trustee shall deposit, use and apply all payments of Basic Rent and Additional Rent in accordance with the provisions of this Project Lease and the Indenture.

Section 3.6. Acquisition of Bonds.

If the Tenant acquires any or all of the Outstanding Bonds, it may present the certificate(s) representing such part of the Bonds to the Trustee for cancellation, and upon such cancellation, the Tenant's obligation to pay Basic Rent shall be reduced or terminated, as the case may be, in the same manner as provided for prepayments by the Tenant of Basic Rent.

ARTICLE IV

Section 4.1. Disposition of Original Proceeds; Project Fund.

Except as otherwise provided below, the Original Proceeds shall be paid over to the Trustee for the account of the Issuer and applied as set forth in *Section 5.02* of the Indenture. Notwithstanding any statement set forth in this Project Lease or in the Indenture to the contrary, in the event Tenant has completed the Project prior to the Issue Date with its own funds, then Tenant shall not be required to deposit the Original Proceeds with the Trustee. In such an event, the Tenant shall certify to the Issuer and Trustee that the Project has been completed and paid in full, whereupon the Issuer and Trustee shall deliver the Bonds to the Tenant on the Issue Date.

ARTICLE V

Section 5.1. Acquisition of Interest in Real Property and Improvements.

The Tenant shall prior to or concurrently with the issuance of the Bonds, execute and deliver the Site Lease under which the Tenant shall lease to the Issuer, subject to Permitted Encumbrances, the Real Property as described in *Schedule I*, and such of the Improvements as are then completed, installed or in progress. The Tenant shall also concurrently with delivery of the Site Lease make provisions for the discharge or subordination to the interests acquired by the Issuer of any liens or encumbrances incurred by it in connection with the construction, installation or development of the Improvements, other than Permitted Encumbrances.

Section 5.2. Project Contracts.

Prior to the delivery of this Project Lease, the Tenant may have entered into a contract or contracts with respect to the acquisition and/or construction of the Improvements/ Those contracts, and any such contracts entered into by the Tenant or the Issuer after delivery of this Project Lease, are hereinafter referred to as the "Project Contracts." Prior to the delivery hereof, work has been or may have been performed on the Improvements pursuant to the Project Contracts or otherwise. The Tenant hereby covenants with the Issuer to perform the Project Contracts for the benefit of the Issuer as its own benefit as tenant under this Project Lease, and the Issuer hereby designates the Tenant as the Issuer's agent for the purpose of executing and performing the Project Contracts. After the execution hereof, the Tenant shall cause the Project Contracts to be fully performed by the contractor(s), subcontractor(s) and supplier(s) thereunder in accordance with the terms thereof, and the Tenant covenants to cause the Improvements to be acquired, constructed, installed and/or completed in accordance with the Project Contracts. The Tenant warrants that the construction and/or acquisition of the Improvements in accordance with the Project Contracts will result in the Project being suitable for use by the Tenant as a commercial facility. Any and all amounts received by the Issuer, the Trustee or the Tenant from any of the contractors or other suppliers by way of breach of contract, refunds or adjustments shall become a part of and be deposited in the Project Fund. The Trustee may, at its option, appoint an agent to review the Project Contracts, and make periodic inspections of the Improvements during construction to determine the satisfactory progress and completion of the work. The reasonable fees and expenses of such agent shall be paid by the Tenant as Additional Rent.

Section 5.3. Payment of Project Costs for Buildings and Improvements.

The Issuer hereby agrees to pay for the acquisition or construction of the Improvements or any repairs or replacements to be made pursuant to *Article XVIII* of this Project Lease, but solely from Original Proceeds of the Bonds (or Net Proceeds, as applicable) as deposited in the Project Fund, and hereby authorizes and directs the Trustee to pay for the same, but solely from the Project Fund, from time to time, after issuance of the Bonds while the Tenant is in compliance with the requirements of *Section 6.1* hereof, upon receipt by the Trustee of a requisition certificate signed by the Authorized Tenant Representative in the form set forth as *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this paragraph shall be to cause the Trustee to make such disbursements upon receipt of such certificates and releases or waivers. The Trustee may rely fully on any such certificates and shall not be required to make any investigation in connection therewith, except that the Trustee shall investigate requests for reimbursements directly to the Tenant and shall require such supporting evidence as would be required by a reasonable and prudent fiduciary.

Section 5.4. Payment of Project Costs for Machinery and Equipment.

The Issuer hereby agrees to pay for the purchase and acquisition of any machinery and equipment constituting a part of the Improvements, but solely from the Project Fund, from time to time, upon receipt by the Trustee of a certificate signed by the Authorized Tenant Representative in the form provided by *Appendix A* hereto, which is incorporated herein by reference.

The sole obligation of the Issuer under this Section shall be to cause the Trustee to make such disbursements upon receipt of the certificates and proof of mechanic's or subcontractor's lien waiver or release, if the item is to become a fixture on the Real Property. The Trustee may rely fully on any such certificate and supporting documentation and shall not be required to make any independent investigation in connection therewith. All machinery, equipment and/or personal property acquired, in whole or in part, from funds deposited in the Project Fund pursuant to this Section will be considered a part of the Project. With respect to items of machinery and equipment constituting a part of the Improvements, the Tenant shall maintain a running master list of such machinery and equipment, and within 30 days after the Completion Date, the Tenant shall prepare an accurate detailed final list of machinery and equipment constituting a part of the Improvements (but not installed as fixtures therein or thereon), which list shall be filed with the Trustee, and shall constitute a part of this Project Lease by reference. All machinery and equipment constituting a part of the Improvements shall be appropriately identified by separate schedule or other means acceptable to the Trustee.

Section 5.5. Completion of Project.

The Tenant warrants that the Project, when completed, will be occupied and used by the Tenant for its lawful business purposes. The Tenant covenants and agrees to proceed diligently to complete or acquire the Improvements as promptly as possible. The Tenant will draw the entire authorized principal amount of the Bonds by the Completion Date. Upon completion of the Improvements, the Tenant shall cause the Authorized Tenant Representative to deliver a Certificate of Completion, in the form substantially as attached hereto as *Appendix B*, to the Trustee. In the event funds remain on hand in the Project Fund on the date the Certificate of Completion is furnished to the Trustee, such remaining funds shall be transferred by the Trustee to the Debt Service Fund on the Completion Date and shall be applied in accordance with the provisions of the Indenture.

Section 5.6. Deficiency of Project Fund.

If Bond Proceeds in the Project Fund are insufficient to pay fully all Project Costs (including reimbursements to the Tenant for Project Costs advanced by the Tenant prior to issuance of the Bonds) and to fully complete the Improvements, lien-free (except for Permitted Encumbrances), the Tenant covenants to pay the full amount of any such deficiency by making payments directly to the contractors and to the suppliers of materials, machinery, equipment, property and services as the same become due, and the Tenant shall save the Issuer and the Trustee whole and harmless from any obligation to pay such deficiency.

Section 5.7. Right of Entry by the Issuer and the Trustee.

The duly authorized agents of the Issuer and/or the Trustee shall have the right (but shall not be required) at any reasonable time and upon reasonable notice to the Tenant prior to the completion of the Improvements to have access to the Project or any part thereof for the purpose of inspecting the acquisition, installation or construction thereof.

Section 5.8. Machinery and Equipment Purchased by the Tenant.

If no part of the purchase price of an item of machinery, equipment or personal property is paid from Original Proceeds deposited in the Project Fund pursuant to the terms of this Project Lease, then such item of machinery, equipment or personal property will not be considered a part of the Project.

Section 5.9. Issuer's Leasehold Interest in Improvements.

All Improvements, all work and materials on Improvements as such work progresses, any Project Additions, anything under this Lease which becomes, is deemed to be, or constitutes a part of the Project, and the Project as fully completed, repaired, rebuilt, rearranged, restored or replaced by the Tenant under the provisions of this Lease, except as otherwise specifically provided herein, shall immediately when erected or installed be included in the Site Lease to the Issuer.

Section 5.10. Kansas Retailers' Sales Tax.

The parties have entered into this Project Lease in contemplation that, under the existing provisions of K.S.A. 79-3606, subsections (b) and (d) and other applicable laws, sales of tangible personal property or services purchased in connection with construction of the Improvements are entitled to exemption from the tax imposed by the Kansas Retailers' Sales Tax Act. The parties agree that the Issuer shall, upon the request of and with the Tenant's assistance, promptly obtain from the State and furnish to the contractors and suppliers a project exemption certificate for the construction of the Improvements. The Tenant covenants that the exemption certificate will be used only in connection with the purchase of tangible personal property or services becoming a part of the Project. The Issuer shall not be responsible for any failure on the part of the State to issue such project exemption certificate.

ARTICLE VI

Section 6.1. Insurance Requirements.

Tenant agrees to maintain the following policies of insurance in full force and effect:

(a) General accident and public liability insurance covering the Tenant's operations in or upon the Project (including coverage for losses arising from the ownership, maintenance, use or operation of any automobile, truck or other vehicle in or upon the Project) under which the Tenant shall be insured and the Issuer and the Trustee shall be additional insureds or mortgagees, as their interests in the Project appear, in an amount not less than the then maximum liability of a governmental entity for claims arising out of a single occurrence as provided by the Kansas tort claims act or other similar future law (currently \$500,000 per occurrence); which policy shall provide that such insurance may not be canceled by the issuer thereof without

at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease;

(b) Statutory workers' compensation insurance; and

(c) insurance on the Improvements against loss or damage by fire, lightning and all other risks covered by the broadest form extended coverage insurance endorsement then in use in the State in an amount equal to the Full Insurable Value thereof, which policy shall provide that such insurance may not be canceled by the issuer thereof without at least 30 days' advance written notice to the Issuer, the Tenant and the Trustee, such insurance to be maintained throughout the Term of this Project Lease.

Section 6.2. General Insurance Provisions.

(a) Within 30 days of renewal dates of expiring policies, certificates of the insurance provided for in this Article shall be delivered by the Tenant to the Trustee. All policies of such insurance and all renewals thereof shall name the Tenant as insured and the Issuer and the Trustee as additional insureds or mortgagees and loss payees as their respective interests may appear, shall contain a provision that such insurance may not be canceled or amended by the issuer thereof without at least 30 days' written notice to the Issuer, the Tenant and the Trustee and shall be payable to the Issuer, the Tenant and the Trustee as their respective interests appear. The Issuer and the Tenant each hereby agree to do anything necessary, be it the endorsement of checks or otherwise, to cause any payment of insurance proceeds to be made to the Trustee, as long as such payment is required by this Project Lease to be made to the Trustee. Any charges made by the Trustee for its services in connection with insurance payments shall be paid by the Tenant.

(b) Each policy of insurance hereinabove referred to shall be issued by a nationally recognized responsible insurance company authorized under the laws of the State to assume the risks covered therein, except that the Tenant may be self-insured as to any required insurance coverages under a program of self-insurance approved by the State Commissioner of Insurance or other applicable State regulatory authority.

(c) Certificates of insurance evidencing the insurance coverages herein required shall be filed with the Trustee continuously during the Term of this Project Lease.

(d) Each policy of insurance hereinabove referred to may be subject to a reasonable deductible or self-insured retention.

(e) Each policy of insurance required herein may be provided through blanket policies maintained by the Tenant.

(f) Anything in this Project Lease to the contrary notwithstanding, the Tenant shall be liable to the Issuer and the Trustee pursuant to the provisions of this Project Lease or otherwise, as to any loss or damage which may have been occasioned by the negligence of the Tenant, its agents, licensees, contractors, invitees or employees.

Section 6.3. Evidence of Title.

The Tenant shall furnish Owner's Title Evidence in the form of a policy of owner's or lender's title insurance, insuring the Tenant's fee simple title to the Real Property, as of the Issue Date, subject to Permitted Encumbrances. Such evidence of title shall contain no exceptions, other than the title insurance company's standard printed exceptions, Permitted Encumbrances, and the encumbrance created by the Site Lease and this Project Lease.

If the Tenant is the sole Owner, in lieu of providing a policy of owner's or lender's title insurance as of the Issue Date, the Tenant may furnish evidence of the Tenant's fee simple title to the Real Property in the form of a copy of a policy of owner's title insurance, a copy of a loan policy of title insurance or a certificate of owner's title, evidencing the Tenant's fee simple title to the Real Property, subject to Permitted Encumbrances.

ARTICLE VII

Section 7.1. Impositions.

The Tenant shall, during the Term of this Project Lease, bear, pay and discharge, before the delinquency thereof, any and all Impositions. In the event any Impositions may be lawfully paid in installments, the Tenant shall be required to pay only such installments thereof as become due and payable during the Term of this Project Lease as and when the same become due and payable.

Section 7.2. Receipted Statements.

Unless the Tenant exercises its right to contest any Impositions in accordance with *Section 7.3* hereof, the Tenant shall, within 30 days after the last day for payment without penalty or interest of an Imposition which the Tenant is required to bear, pay and discharge pursuant to the terms hereof, deliver to the Trustee a copy of the statement issued therefor duly receipted to show the payment thereof.

Section 7.3. Contest of Impositions.

The Tenant shall have the right, in its own or the Issuer's name or both, to contest the validity or amount of any Imposition by appropriate legal proceedings instituted before the Imposition complained of becomes delinquent if, and provided, the Tenant (i) before instituting any such contest, shall give the Issuer and the Trustee written notice of its intention to do so and, if requested in writing by the Issuer or the Trustee, shall deposit with the Trustee a surety bond of a surety company acceptable to the Issuer as surety, in favor of the Issuer and the Trustee, as their interests may appear, or cash, in a sum of at least the amount of the Imposition so contested, assuring the payment of such contested Impositions together with all interest and penalties to accrue thereon and court costs, (ii) diligently prosecutes any such contest and at all times effectively stays or prevents any official or judicial sale therefor, under execution or otherwise, and (iii) promptly pays any final judgment enforcing the Imposition so contested and thereafter promptly procures record release or satisfaction thereof. The Tenant shall indemnify and hold the Issuer whole and harmless from any costs and expenses the Issuer may incur related to any such contest.

Section 7.4. Ad Valorem Taxes.

The parties acknowledge that under the existing provisions of K.S.A. 79-201a, as amended, the property acquired, constructed or purchased with the proceeds of the Bonds (except such property used for retail uses) is eligible to receive exemption from *ad valorem* taxation for a period up to 10 calendar years after the calendar year in which the Bonds are issued, provided the Issuer has complied with notice, hearing and procedural requirements established by law, and proper application has been made; and further provided that no exemption may be granted from the *ad valorem* property tax levied by a school district pursuant to the provisions of K.S.A. 72-53,113, and amendments thereto; and (b) for the uses restricted pursuant to the provisions of K.S.A. 79-201a, *Second* and *Twenty-Fourth*. The Issuer represents that such notice, hearing and procedural requirements will have been complied with at the Issue Date. Subject to the provisions of *Section 7.5* of this Project Lease, and to the provisions of the Agreement for Payment in Lieu of Taxes referred to therein, the Issuer will, at the Tenant's request, with information furnished by Tenant and the Trustee, make all necessary filings regarding the application for *ad valorem* tax exemption for the full 10-year period in the calendar year following the calendar year in which the Bonds were issued, and will renew the application from time to time and take any other action as may be necessary to maintain such *ad valorem* tax exemption in full force and effect, in accordance with K.S.A. 79-201a, 79-210 *et seq.* and the requirements of the State Board of Tax Appeals. If it becomes necessary to litigate the issue of availability or applicability of the *ad*

valorem tax exemption, the Issuer will cooperate fully with Tenant in pursuing such litigation, but all litigation costs and reasonable attorneys' fees must be paid by Tenant, either directly or as Additional Rent.

Section 7.5. Payment in Lieu of Taxes.

The Tenant agrees to make payments in lieu of taxes on the Project for each year that the Project is exempt from *ad valorem* taxes and to pay as an Imposition hereunder taxes for any year in which the Project did not, or does not qualify, in accordance with the separate Agreement for Payment in Lieu of Taxes delivered concurrently with this Project Lease.

ARTICLE VIII

Section 8.1. Use of Project.

Subject to the provisions of this Project Lease, the Tenant shall have the right to use the Project for any and all purposes allowed by law and contemplated by the constitution of the State and the Act. The Tenant shall comply in all material respects with all statutes, laws, ordinances, orders, judgments, decrees, regulations, directions and requirements of all federal, state, local and other governments or governmental authorities, now or hereafter applicable to the Project or to any adjoining public ways, as to the manner of use or the condition of the Project or of adjoining public ways. The Tenant shall comply with the mandatory requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease. The Tenant shall pay all costs, expenses, claims, fines, penalties and damages that may in any manner arise out of, or be imposed as a result of, the failure of the Tenant to comply with the provisions of this Article.

Section 8.2. Environmental Provisions.

(a) The Tenant hereby covenants that it will not cause or permit any Hazardous Substances (as defined herein) to be placed, held, located or disposed of, on, under or at the Real Property or the Project, other than in the ordinary course of business and in compliance with all applicable Environmental Laws.

(b) In furtherance and not in limitation of any indemnity elsewhere provided to the Issuer hereunder and in the Indenture, the Tenant hereby agrees to indemnify and hold harmless the Issuer, the Trustee and the Owner from time to time from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment, costs of investigation, consultants, testing, sampling, cleanup, or defense, and claims of any and every kind paid, incurred or suffered, with respect to, or as a direct or indirect result of, the actual or alleged presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Real Property or the Project of any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under any federal, state or local Environmental Law or so-called "Superfund" or "Super lien" law, or any other applicable Environmental Law, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standard of conduct concerning, any Hazardous Substance) regardless of whether or not caused by or within the control of the Tenant.

(c) If the Tenant receives any notice of (i) the happening of any event involving the use, other than in the ordinary course of business and in compliance with all applicable Environmental Laws, spill, release, leak, seepage, discharge or cleanup of any Hazardous Substance on the Real Property or the Project or in connection with the Tenant's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges or any other environmental, health or safety matter affecting the Tenant (an "Environmental Complaint") from any person (including, without limitation, the United States Environmental Protection Agency (the "EPA") and the Kansas Department of Health and Environment ("KDHE")) then the Tenant shall immediately notify the Issuer and the Trustee in writing. With respect to any such notice that

relates to a condition or conditions on the Project site, the Tenant shall promptly initiate action to remediate the conditions cited in the notice and shall diligently pursue such remediation at its expense to the satisfaction of the city authority.

(d) If the Tenant fails to initiate action to remediate as required in subsection (c) of this section, or otherwise fails to discharge its obligations under this *Section 8.2*, the Issuer shall have the right, but not the obligation, and without limitation of the Issuer's other rights under this Project Lease, to enter the Project or to take such actions as it may deem necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Hazardous Substance or Environmental Complaint following receipt of any notice asserting the existence on the Project of any Hazardous Substance or an Environmental Complaint pertaining to the Project or any part thereof which, if true, could result in an order, suit or other action against the Tenant and/or which, in the reasonable judgment of the Issuer, could jeopardize its interests under this Project Lease. All reasonable costs and expenses incurred by the Issuer in the exercise of any such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(e) If an Event of Default shall have occurred and is continuing, at the request of the Issuer or the Trustee, the Tenant shall periodically perform (at the Tenant's expense) an environmental audit and, if reasonably deemed necessary by the Issuer or the Trustee, an Environmental Assessment, (each of which must be reasonably satisfactory to the Issuer and the Trustee) of the Project, or the hazardous waste management practices and/or hazardous waste disposal sites used by the Tenant with respect to the Project. The audit and/or Environmental Assessment shall be conducted by an environmental consultant satisfactory to the Issuer and the Trustee. Should the Tenant fail to perform any environmental audit or risk assessment within 30 days of the written request of the Issuer or the Trustee, either shall have the right, but not the obligation, to retain an environmental consultant to perform any such environmental audit or risk assessment. All costs and expenses incurred by the Issuer or the Trustee in the exercise of such rights shall be payable by the Tenant as Additional Rent on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points.

(f) The Tenant shall not install nor permit to be installed in the Project friable asbestos or any substance containing asbestos and deemed hazardous by Environmental Law applicable to the Project and respecting such material, and with respect to any such material currently present in the Project, shall promptly either (i) remove any material which such applicable regulations deem hazardous and require to be removed or (ii) otherwise comply with such applicable Environmental Law, at the Tenant's expense. If the Tenant shall fail to so remove or otherwise comply, the Issuer may declare an Event of Default and/or do whatever is necessary to eliminate the substances from the Project or otherwise comply with the applicable Environmental Law or order, and the costs thereof shall be payable by the Tenant on demand, and if not so paid, shall bear interest until paid at the average rate of interest on the Bonds plus 200 basis points. The Tenant shall defend, indemnify, and save the Issuer, the Trustee and the Owner harmless from all costs and expenses (including consequential damages) asserted or proven against the Tenant, or incurred to comply with such regulations.

(g) The provisions of this *Section 8.2* shall survive the termination of this Project Lease or exercise of the Tenant's option to purchase the Project, except with respect to obligations which arise solely and exclusively as a result of the use, spill, release, leak, seepage or discharge of Hazardous Substances on the Real Property or the Project after the Project is no longer occupied by the Tenant.

ARTICLE IX

Section 9.1. Sublease by the Tenant.

The Tenant may sublease the Project to a single party or entity, with the prior written consent of the Issuer. The Tenant may sublease portions of the Project for use by others in the normal course of its business without the Issuer's prior consent or approval. In the event of any such subleasing, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, and no such subleasing and no dealings or transactions between the Issuer or the Trustee and any such subtenant shall relieve the Tenant of any of its duties and obligations hereunder. Any such sublease shall be subject and subordinate in all respects to the provisions of this Project Lease.

Section 9.2. Assignment by the Tenant.

The Tenant may assign, mortgage, sell, or otherwise transfer its interest in this Project Lease only with the prior written consent of the Issuer. In the event of any such assignment, the Tenant shall remain fully liable for the performance of its duties and obligations hereunder, except to the extent hereinafter provided, and no such assignment and no dealings or transactions between the Issuer or the Trustee and any such assignee shall relieve the Tenant of any of its duties and obligations hereunder, except as may be otherwise provided in the following Section.

Section 9.3. Release of the Tenant.

If, in connection with an assignment by the Tenant of its interest in this Project Lease, (a) the Issuer and the Owners of at least seventy-five percent (75%) in aggregate principal amount of the Outstanding Bonds (including any Additional Bonds) shall file with the Trustee their prior written consent to such assignment, and (b) the proposed assignee shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, then the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment.

Section 9.4. Mergers and Consolidations.

Notwithstanding the provisions of *Sections 9.2 and 9.3* above, if the Tenant shall assign or transfer, by operation of law or otherwise, its interests in this Project Lease in connection with a transaction involving the merger or consolidation of the Tenant with or into, or a sale, lease or other disposition of all or substantially all of the property of the Tenant as an entirety to another person, association, corporation or other entity, and (a) the Issuer shall file with the Trustee its prior written consent to such assignment, transfer or merger, (b) the proposed assignee, transferee or surviving entity shall expressly assume and agree to perform all of the obligations of the Tenant under this Project Lease with regard to the Bonds, and (c) the Tenant shall furnish the Trustee and the Issuer with evidence in the form of financial statements accompanied by a proforma balance sheet prepared by an independent certified public accountant of recognized standing showing that the net worth of such proposed assignee, transferee or surviving entity immediately following such assignment, transfer or merger will be at least equal to the net worth of the Tenant as shown by the most recent financial statements of the Tenant furnished to the Trustee pursuant to this Project Lease; then and in such event the Tenant shall be fully released from all obligations accruing hereunder after the date of such assignment, transfer or merger.

Section 9.5. Covenant Against Other Assignments.

The Tenant will not assign or in any manner transfer its interests under this Project Lease, nor will it suffer or permit any assignment thereof by operation of law, except in accordance with the limitations, conditions and requirements set forth in this *Article IX*.

ARTICLE X

Section 10.1. Repairs and Maintenance.

The Tenant covenants and agrees that it will, during the Term of this Project Lease, at its own expense, keep and maintain the Project and all parts thereof in good condition and repair (ordinary wear and tear excepted), including but not limited to the furnishing of all parts, mechanisms and devices required to keep the machinery, equipment and personal property constituting a part of the Project in good mechanical and working order (ordinary wear and tear excepted).

Section 10.2. Removal, Disposition and Substitution of Machinery or Equipment.

The Tenant shall have the right, provided the Tenant is not in Default, to remove and sell or otherwise dispose of any machinery or equipment which constitutes a part of the Project and which is no longer used by the Tenant or, in the opinion of the Tenant, is no longer useful to the Tenant in its operations (whether by reason of changed processes, changed techniques, obsolescence, depreciation or otherwise).

All machinery or equipment constituting a part of the Project and removed by the Tenant in compliance with this Section shall become the absolute property of the Tenant and may be sold or otherwise disposed of by the Tenant without otherwise accounting to the Issuer. In all cases, the Tenant shall pay all the costs and expenses of any such removal and shall immediately repair at its expense all damage caused thereby. The Tenant's rights under this Section to remove machinery or equipment constituting a part of the Project is intended only to permit the Tenant to maintain an efficient operation by the removal of such machinery and equipment no longer suitable to the Tenant's use for any of the reasons set forth in this Section and such right is not to be construed to permit a removal under any other circumstances and shall not be construed to permit the wholesale removal of such machinery or equipment by the Tenant.

ARTICLE XI

Section 11.1. Alteration of Project.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to make such additions, changes and alterations in and to any part of the Project as the Tenant from time to time may deem necessary or advisable; provided, however, the Tenant shall not make any major addition, change or alteration which will adversely affect the intended use or structural strength or value of any part of the Improvements. All additions, changes and alterations made by the Tenant pursuant to the authority of this Article shall (a) be made in a workmanlike manner and in strict compliance with all laws and ordinances applicable thereto, (b) when commenced, be prosecuted to completion with due diligence, and (c) when completed, be deemed a part of the Project; provided, however, additions of machinery, equipment and/or personal property of the Tenant not purchased or acquired from proceeds of the Bonds and not constituting a part of the Project shall remain the separate property of the Tenant and may be removed by the Tenant prior to or as provided in *Section 22.1* hereof.

ARTICLE XII

Section 12.1. Additional Improvements.

The Tenant shall have and is hereby given the right, at its sole cost and expense, to construct on the Real Property or within areas occupied by the Improvements, or in airspace above the Project, such additional buildings and improvements as the Tenant from time to time may deem necessary or advisable. All additional buildings and improvements constructed by the Tenant pursuant to the authority of this Article shall, during the Term, remain the property of the Tenant and may be added to, altered or razed and removed by the Tenant

at any time during the Term hereof. The Tenant covenants and agrees (a) to make all repairs and restorations, if any, required to be made to the Project because of the construction of, addition to, alteration or removal of, the additional buildings or improvements, (b) to keep and maintain the additional buildings and improvements in good condition and repair, ordinary wear and tear excepted, (c) to promptly and with due diligence either raze and remove from the Real Property, in a good, workmanlike manner, or repair, replace or restore such of the additional buildings or improvements as may from time to time be damaged by fire or other casualty, and (d) that all additional buildings and improvements constructed by the Tenant pursuant to this Article which remain in place after the termination of this Project Lease for any cause other than the purchase of the Project pursuant to *Article XVII* hereof shall, upon and in the event of such termination, become the separate and absolute property of the Issuer.

ARTICLE XIII

Section 13.1. Securing of Permits and Authorizations.

The Tenant shall not do or permit others under its control to do any work in or in connection with the Project or related to any repair, rebuilding, restoration, replacement, alteration of or addition to the Project, or any part thereof, unless all requisite municipal and other governmental permits and authorizations shall have first been procured and paid for. All such work shall be done in a good and workmanlike manner and in compliance with all applicable building, zoning and other laws, ordinances, governmental regulations and requirements and in accordance with the requirements, rules and regulations of all insurers under the policies required to be carried under the provisions of this Project Lease.

Section 13.2. Mechanic's Liens.

The Tenant shall not do or suffer anything to be done whereby the Project, or any part thereof, is encumbered by any mechanic's or other similar lien. Should any mechanic's or other similar lien ever be filed against the Project, or any part thereof, the Tenant shall discharge the same of record within 30 days after the date of filing. Notice is hereby given that the Issuer does not authorize or consent to and shall not be liable for any labor or materials furnished to the Tenant or anyone claiming by, through or under the Tenant upon credit, and that no mechanic's or similar liens for any such labor, services or materials shall attach to or affect the reversionary or other estate of the Issuer in and to the Project, or any part thereof.

Section 13.3. Contest of Liens.

The Tenant, notwithstanding the above, shall have the right to contest any such mechanic's or other similar lien if within the 30-day period stated above it (a) notifies the Issuer and the Trustee in writing of its intention so to do, and if requested by the Trustee or the Issuer, deposits with the Trustee a surety bond issued by a surety company acceptable to the Issuer as surety, in favor of the Issuer, or cash, in the amount of the lien claim so contested, indemnifying and protecting the Issuer from and against any liability, loss, damage, cost and expense of whatever kind or nature growing out of or in any way connected with the asserted lien and the contest thereof, (b) diligently prosecutes such contest, at all times effectively staying or preventing any official or judicial sale of the Project or any part thereof or interest therein, under execution or otherwise, and (c) promptly pays or otherwise satisfies any final judgment adjudging or enforcing such contested lien claim and thereafter promptly procures record release or satisfaction thereof.

Section 13.4. Utilities.

All utilities and utility services used by the Tenant in, on or about the Project shall be contracted for by the Tenant in the Tenant's own name and the Tenant shall, at its sole cost and expense, procure any and all permits, licenses or authorizations necessary for all operations on the Project.

ARTICLE XIV

Section 14.1. Indemnity.

The Tenant agrees, whether or not the transactions contemplated by this Project Lease, the Site Lease, the Bonds or the Indenture are consummated, to indemnify and hold harmless the Issuer and its officers, directors, officials, employees and agents, including the Trustee as assignee of the Issuer's rights under this Project Lease, and the Owner and each of its officers, directors, employees and agents (any or all of the foregoing referred to hereafter as "Indemnified Persons"), from and against all claims, actions, suits, proceedings, expenses, judgments, damages, penalties, fines, assessments, liabilities, charges or other costs (including, without limitation, all attorneys' fees and expenses incurred in connection with enforcing this Project Lease or collecting any sums due hereunder and any claim or proceeding or any investigations undertaken hereunder) relating to, resulting from, or in connection with (a) any cause in connection with the Project, including, without limitation, the acquisition, design, construction, installation, equipping, operating, maintenance or use thereof; (b) any act or omission of the Tenant or any of its agents, contractors, servants, employees or licensees in connection with the use or operation of the Project; (c) any cause in connection with the issuance and sale of the Bonds, (d) a misrepresentation or breach of warranty by the Tenant hereunder or under any of the documents executed by the Tenant in connection with this Project Lease, or (e) any violation by the Tenant of any of its covenants hereunder or under any of the other documents executed by the Tenant in connection with the Bonds or this Project Lease. This indemnity is effective only with respect to any loss incurred by any Indemnified Person not due to willful misconduct, gross negligence, or bad faith on part of such Indemnified Person. In case any action or proceeding shall be brought against one or more Indemnified Person and with respect to which such Indemnified Person may seek indemnity as provided herein, such Indemnified Person shall promptly notify the Tenant in writing and the Tenant shall promptly assume the defense thereof, including the employment of counsel reasonable satisfactory to such Indemnified Person or Indemnified Persons, the payment of all expenses and the right to negotiate and consent to settlement; provided, however, the failure to notify the Tenant as provided shall not relieve Tenant from any liability or duty under this Section, so long as Tenant is given reasonable opportunity to defend such claim.

ARTICLE XV

Section 15.1. Access to Project.

The Issuer, for itself and its duly authorized representatives and agents, including the Trustee, reserves the right to enter the Project at all reasonable times during usual business hours throughout the Term, upon reasonable notice, for the purpose of (a) examining and inspecting the same, (b) performing such work made necessary by reason of the Tenant's default under any of the provisions of this Project Lease, and (c) after an Event of Default, for the purposes of exhibiting the Project to prospective purchasers, lessees or mortgagees. The Issuer may, during the progress of the work mentioned in (b) above, keep and store on the Project all necessary materials, supplies and equipment and shall not be liable for inconvenience, annoyances, disturbances, loss of business or other damage suffered by reason of the performance of any such work or the storage of such materials, supplies and equipment.

ARTICLE XVI

Section 16.1. Option to Extend Basic Term.

The Tenant shall have and is hereby given the right and option to extend the Basic Term of this Project Lease for the Additional Term provided that (a) the Tenant shall give the Issuer written notice of its intention to exercise the option at least 30 days prior to the expiration of the Basic Term and (b) the Tenant is not in Default hereunder at the time it gives the Issuer such notice or at the time the Additional Term commences.

In the event the Tenant exercises such option, the terms, covenants, conditions and provisions set forth in this Project Lease shall be in full force and effect and binding upon the Issuer and the Tenant during the Additional Term except that the Basic Rent during any extended term herein provided for shall be the sum of \$100.00 per year, payable in advance on the first Business Day of such Additional Term.

ARTICLE XVII

Section 17.1. Option to Purchase Project.

Subject to the provisions of this Article, the Tenant shall have the right and option to purchase the Issuer's interest in the Project at any time during the Term hereof and for 120 days thereafter. The Tenant shall exercise its option by giving the Issuer written notice of the Tenant's election to exercise its option and specifying the date, time and place of closing, which date (the "Release Date") shall neither be earlier than 30 days nor later than 180 days after the notice is given. The Tenant may not, however, exercise such option if the Tenant is in Default hereunder on the Release Date unless all Defaults are cured upon payment of the purchase price specified in *Section 17.2*.

Section 17.2. Quality of Title and Purchase Price.

If the notice of election to purchase is given, the Issuer shall assign and release all of its interests in the Project to the Tenant on the Release Date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the rights of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the Project, for a price determined as follows (which the Tenant agrees to pay in cash at the time of delivery of the Issuer's instruments of release of the Project to the Tenant as hereinafter provided):

(i) The full amount which is required to provide the Issuer and the Trustee with funds sufficient, in accordance with the provisions of the Indenture, to pay at maturity or to redeem and pay in full (A) the principal of all of the Outstanding Bonds, (B) all interest due thereon to date of maturity or redemption, whichever first occurs, and (C) all costs, expenses and premiums incident to the redemption and payment of the Bonds in full, plus

(ii) \$100.00.

In the event the Tenant owns all of the Outstanding Bonds, the Tenant may surrender the Bonds to the Trustee for cancellation in lieu of paying the full amount set forth in this Section.

Nothing in this Article shall release or discharge the Tenant from its duty or obligation under this Project Lease to make any payment of Basic Rent or Additional Rent which, in accordance with the terms of this Project Lease, becomes due and payable prior to the Release Date, or its duty and obligation to fully perform and observe all covenants and conditions herein stated to be performed and observed by the Tenant prior to the Release Date.

Section 17.3. Closing of Purchase.

On the Release Date, the Issuer shall deliver to the Tenant its release of leases and/or other appropriate instruments of assignment or release, properly executed and releasing the Project to the Tenant free and clear of all liens and encumbrances except as set forth in the preceding section above, and the Tenant shall pay the full purchase price for the Project as follows: (a) the amount specified in clause (i) of *Section 17.2* shall be paid to the Trustee for deposit in the Debt Service Fund to be used to pay or redeem Bonds and the interest

thereon as provided in the Indenture, and (b) the amount specified in clause (ii) of *Section 17.2* shall be paid to the Issuer; provided, however, nothing herein shall require the Issuer to deliver its appropriate instruments of assignment or release to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied or adequate provision made for such performance and satisfaction. Upon the recording of the Issuer's instruments of assignment or release, and payment of the purchase price by the Tenant and legal defeasance or cancellation of the Bonds, this Project Lease will terminate, subject to the provisions of *Section 20.2* hereof.

Section 17.4. Effect of Failure to Complete Purchase.

If, for any reason, the purchase of the Project by the Tenant pursuant to valid notice of election to purchase is not effected on the Release Date, this Project Lease shall be and remain in full force and effect according to its terms as if no notice of election under *Section 17.1* had been given. The Issuer and Tenant agree to use all commercially reasonable efforts to effect the assignment and release as soon as possible.

Section 17.5. Application of Condemnation Awards if the Tenant Purchases Project.

The right of the Tenant to exercise its option to purchase the Project under the provisions of this Article shall remain unimpaired notwithstanding any condemnation of title to, or the use for a limited period of, all or any part of the Project. If the Tenant shall exercise its option and pay the purchase price as provided in this Article, all of the condemnation awards received by the Issuer after the payment of the purchase price, less all attorneys' fees and other expenses and costs incurred by the Issuer in connection with such condemnation, shall belong and be paid to the Tenant.

Section 17.6. Option to Purchase Unimproved Portions of Real Property.

The Tenant shall have the option to purchase at any time and from time to time during the Term any vacant part or vacant parts of the unimproved Real Property constituting a part of the Project; provided, however, the Tenant shall furnish the Issuer and the Trustee with a certificate of the Authorized Tenant Representative, dated not more than thirty (30) days prior to the date of the purchase and stating that, in the opinion of the Authorized Tenant Representative, (a) the portion of the Real Property with respect to which the option is exercised is not needed for the operation of the Project, (b) the purchase will not impair the usefulness or operating efficiency or materially impair the value of the Project and will not destroy or materially impair the means of ingress thereto and egress therefrom, and (c) the purchase will not materially adversely affect compliance of the remaining Real Property and any Improvements with applicable zoning laws or regulations. The Tenant shall exercise this option by giving the Issuer and the Trustee written notice of the Tenant's election to exercise its option and specifying (i) the legal description of the portion of Real Property to be released, and (ii) a certificate signed by the chief executive or chief financial officer of the Tenant stating that no event has occurred and is continuing which, with notice or lapse of time or both, would constitute an Event of Default. The Tenant may not exercise this option if there has occurred and is continuing any event which, with notice or lapse of time or both, would constitute an Event of Default at the time the notice is given and may not purchase the Real Property unless all defaults are cured. The option includes the right to purchase a perpetual easement for right-of-way to and from the public roadway and the right to purchase such land as is necessary to assure that there will always be access between the portion of the Real Property purchased pursuant to these *Sections 17.6* through *17.10* and the public roadway.

Section 17.7. Quality of Title - Purchase Price.

If the notice of election to purchase is given as provided in *Section 17.6*, the Issuer shall release its interest in the real property described in the Tenant's notice to the Tenant on the specified date free and clear of all liens and encumbrances except (a) Permitted Encumbrances, (b) those to which title was subject on the date of the Site Lease to the Issuer of the Real Property, or to which title became subject with the Issuer's and Tenant's written consent, or which resulted from any failure of the Tenant to perform any of its covenants or obligations under this Project Lease, (c) taxes and assessments, general and special, if any, and (d) the interests of any

party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the real property described in the Tenant's notice.

Section 17.8. Closing of Purchase.

The Issuer shall deliver to the Tenant its release of leases and other appropriate instruments of assignment or release, properly executed and releasing such real property to the Tenant free and clear of all liens and encumbrances except as stated above, and the Tenant shall pay the Trustee the purchase price for such real property, and the Trustee will deposit the purchase price in the Debt Service Fund and use the proceeds to redeem Bonds on any date the Bonds are subject to optional redemption, as provided in the Indenture. Nothing herein shall require the Issuer to deliver its release of leases to the Tenant until after all duties and obligations of the Tenant under this Project Lease to the date of such delivery have been fully performed and satisfied.

Section 17.9. Effect of Release on Lease.

The exercise by the Tenant of the option granted under these *Sections 17.6 to 17.10* and the purchase and release of a portion of the Real Property constituting a part of the Project pursuant hereto shall in no way whatsoever affect this Project Lease, and all the terms and provisions shall remain in full force and effect, including, without limitation, the Tenant's obligations to pay all Basic Rent and Additional Rent.

Section 17.10. Effect of Failure to Complete Purchase.

If, for any reason, the purchase by the Tenant of the portion of the real property described in the notice is not effected on the specified date, this Project Lease shall be and remain in full force and effect according to its terms the same as though no notice of election to purchase had been given.

ARTICLE XVIII

Section 18.1. Damage and Destruction.

(a) If, during the Term, any Improvements are damaged or destroyed, in whole or in part, by fire or other casualty, the Tenant shall promptly notify the Issuer and the Trustee in writing as to the nature and extent of such damage or loss and whether it is practicable and desirable to rebuild, repair, restore or replace such damage or loss.

(b) If the Tenant shall determine that such rebuilding, repairing, restoring or replacing is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch such rebuilding, repairing, restoring or replacing. In such case, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Improvements shall be paid to the Trustee and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such rebuilding, repairing, restoring or replacing such damage or loss. Any amount remaining in the Project Fund after such rebuilding, repairing, restoring or replacing shall be paid to the Tenant.

(c) If the Tenant shall reasonably determine that rebuilding, repairing, restoring or replacing the Improvements is not practicable and desirable, any Net Proceeds of property and/or casualty insurance required by this Project Lease and received with respect to any such damage or loss to the Project shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection (c).

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any period in which the Improvements are damaged or destroyed, or are being repaired, rebuilt,

restored or replaced nor by reason of the payment of the costs of such rebuilding, repairing, restoring or replacing, be entitled to any reimbursement or diminution of the Basic Rent or Additional Rent payable by the Tenant under this Project Lease nor of any other obligations of the Tenant under this Project Lease except as expressly provided in this Section.

Section 18.2. Condemnation.

(a) If, during the Term, title to, or the temporary use of, all or any part of the Project shall be condemned by any authority exercising the power of eminent domain (other than the Issuer), the Tenant shall, within 30 days after the date of entry of a final order in any eminent domain proceedings granting condemnation, notify the Issuer and the Trustee in writing as to the nature and extent of such condemnation and whether it is practicable and desirable to acquire substitute land or construct substitute Improvements.

(b) If the Tenant shall determine that such substitution is practicable and desirable, the Tenant shall proceed with and complete with reasonable dispatch the acquisition or construction of such substitute Real Property or Improvements. In such case, any Net Proceeds received from any award or awards with respect to the Project or any part thereof made in such condemnation or eminent domain proceedings shall be paid to the Trustee for the account of the Tenant and shall be deposited in the Project Fund and shall be used and applied for the purpose of paying the cost of such substitution. Any amount remaining in the Project Fund after such acquisition or construction shall be paid to Tenant.

(c) If the Tenant shall reasonably determine that it is not practicable and desirable to acquire or construct substitute Improvements, any Net Proceeds of condemnation awards received by the Tenant shall be paid into the Debt Service Fund. Such moneys shall be used to redeem Bonds at their earliest optional redemption date. The Tenant agrees that it shall be reasonable in exercising its judgment pursuant to this subsection.

(d) The Tenant shall not, by reason of its inability to use all or any part of the Improvements during any such period of restoration or acquisition nor by reason of the payment of the costs of such restoration or acquisition, be entitled to any reimbursement or any abatement or diminution of the Basic Rent or Additional Rent nor of any other obligations hereunder payable by the Tenant under this Project Lease.

(e) The Issuer shall cooperate fully with the Tenant in the handling and conduct of any prospective or pending condemnation proceedings with respect to the Project or any part thereof so long as the Issuer is not the condemning authority. In no event will the Issuer voluntarily settle or consent to the settlement of any prospective or pending condemnation proceedings with respect to the Project or any part thereof without the written consent of the Tenant and the Trustee.

Section 18.3. Effect of Tenant's Defaults.

Anything in this Article to the contrary notwithstanding, the Issuer and the Trustee shall have the right at any time and from time to time to withhold payment of all or any part of the Net Proceeds from the Project Fund attributable to damage, destruction or condemnation of the Project to the Tenant or any third party if an Event of Default has occurred and is continuing, or the Issuer or the Trustee has given notice to the Tenant of any Default which, with the passage of time, will become an Event of Default. In the event the Tenant shall cure any Defaults specified herein, the Trustee shall make payments from the Net Proceeds to the Tenant in accordance with the provisions of this Article. However, if this Project Lease is terminated or the Issuer or the Trustee otherwise re-enters and takes possession of the Project without terminating this Project Lease, the Trustee shall pay all the Net Proceeds held by it into the Debt Service Fund and all rights of the Tenant in and to such Net Proceeds shall cease.

ARTICLE XIX

Section 19.1. Change of Circumstances.

If at any time during the Term of this Project Lease, a Change of Circumstances occurs, then the Tenant shall have the option to: (a) purchase the Project pursuant to *Article XVII* or (b) terminate this Project Lease by giving the Issuer notice of such termination within 90 days after the Tenant has actual knowledge of the event giving rise to such option. The termination of this Project Lease will become effective when all of the Bonds Outstanding are paid or payment is provided for pursuant to the Indenture.

ARTICLE XX

Section 20.1. Remedies on Default.

Whenever any Event of Default shall have happened and be continuing, the Trustee (acting on behalf of the Issuer, as assignee of the Issuer's rights hereunder) may take any legal action, including but not limited to, one or more of the following remedial actions:

(a) By written notice to the Tenant upon acceleration of maturity of the Bonds as provided in the Indenture, the Trustee, acting on behalf of the Issuer, may declare the aggregate amount of all unpaid Basic Rent or Additional Rent required to be paid by the Tenant to be immediately due and payable under this Project Lease.

(b) The Trustee, acting on behalf of the Issuer, may give the Tenant written notice of intention to terminate this Project Lease on a date not earlier than 30 days after such notice is given and, if all Events of Default have not then been cured on the date specified, the Tenant's rights to possession of the Project shall cease, and this Project Lease shall terminate. The Trustee, acting on behalf of the Issuer, may re-enter and take possession of the Project and pursue all its available remedies, including sale of Issuer's interest in the Project and judgment against the Tenant for all Basic Rent and Additional Rent then owing, including costs and attorneys' fees.

(c) Without terminating this Project Lease, the Trustee, acting on behalf of the Issuer, may conduct inspections or an Environmental Assessment of the Project. The Issuer or the Trustee, acting on behalf of the Issuer, may refuse to re-enter or take possession of the Project if it has reasonable cause for such refusal. "Reasonable cause" shall include the presence on the Project of conditions which are in violation of any Environmental Law or the existence or threat of a remedial action against the Tenant under any Environmental Law resulting from conditions on the Project.

(d) Without terminating the Term, the Trustee, acting on behalf of the Issuer, may relet the Project, or parts thereof, for such term or terms and at such rental and upon such other terms and conditions as are deemed advisable, with the right to make alterations and repairs to the Project, and no such re-entry or taking of possession of the Project shall be construed as an election to terminate this Project Lease, nor relieve the Tenant of its obligation to pay Basic Rent or Additional Rent (at the time or times provided herein), or of any of its other obligations under this Project Lease, all of which shall survive such re-entry or taking of possession. The Tenant shall continue to pay the Basic Rent and Additional Rent provided for in this Project Lease until the end of the Term, whether or not the Project shall have been relet, less the net proceeds, if any, of reletting the Project.

(e) Having elected to reenter or take possession of the Project pursuant to subsection 20.1(c), the Trustee, acting on behalf of the Issuer, may, by notice to the Tenant given at any time thereafter while the Tenant is in Default in the payment of Basic Rent or Additional Rent or in the performance of any other

obligation under this Project Lease, elect to terminate this Project Lease in accordance with subsection 20.1(b) and thereafter proceed to exercise any remedies lawfully available.

(f) If, in accordance with any of the provisions of this Article, the Issuer shall have the right to elect to re-enter and take possession of the Project, the Issuer or the Trustee, acting on behalf of the Issuer, may enter and expel the Tenant and those claiming through or under the Tenant and remove the property and effects of both or either by all lawful means without being guilty of any manner of trespass and without prejudice to any remedies for arrears of Basic Rent or Additional Rent or preceding breach of contract by the Tenant.

(g) Net proceeds of any reletting or sale of the Project shall be deposited in the Debt Service Fund for application to pay the Bonds and interest thereon. "Net proceeds" shall mean the receipts obtained from reletting or sale after deducting all expenses incurred in connection with such reletting or sale, including without limitation, all repossession costs, brokerage commissions, legal fees and expenses, expenses of employees, alteration costs and expenses of preparation of the Project for reletting or sale.

(h) The Issuer or the Trustee, acting on behalf of the Issuer, may recover from the Tenant any attorneys' fees or other expense incurred in exercising any of its remedies under this Project Lease.

Section 20.2. Survival of Obligations.

The Tenant covenants and agrees with the Issuer, the Trustee and the Owner that, until all Bonds and the interest thereon and redemption premium, if any, are paid in full or provision is made for the payment thereof or cancellation in accordance with the Indenture, its obligations under this Project Lease shall survive the cancellation and termination of this Project Lease for any cause and/or sale of the Project, and the Tenant shall be obligated to pay Basic Rent and Additional Rent (reduced by any net income the Issuer or the Trustee may receive from the Project after such termination) and perform all other obligations provided for in this Project Lease, all at the time or times provided in this Project Lease. Notwithstanding any provision of this Project Lease or the Indenture, the Tenant's obligations under *Sections 8.2 and 14.1* hereof shall survive any termination, release or assignment of this Project Lease, the Indenture and payment or provision for payment of the Bonds.

Section 20.3. No Remedy Exclusive.

No remedy herein conferred upon or reserved to the Issuer is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Project Lease or now or hereafter existing at law or in equity or by statute, subject to the provisions of the Indenture. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Issuer to exercise any remedy reserved to it in this Article, it shall not be necessary to give any notice, other than notice required herein.

ARTICLE XXI

Section 21.1. Performance of the Tenant's Obligations by the Issuer.

If the Tenant shall fail to keep or perform any of its obligations as provided in this Project Lease, then the Issuer may (but shall not be obligated to), upon the continuance of such failure on the Tenant's part for 90 days after notice of such failure is given the Tenant by the Issuer or the Trustee and without waiving or releasing the Tenant from any obligation hereunder, as an additional but not exclusive remedy, make any such payment or perform any such obligation, and the Tenant shall reimburse the Issuer for all sums so paid by the Issuer and all necessary or incidental costs and expenses incurred by the Issuer in performing such obligations

through payment of Additional Rent. If such Additional Rent is not so paid by the Tenant within 10 days of demand, the Issuer shall have the same rights and remedies provided for in *Article XX* in the case of Default by the Tenant in the payment of Basic Rent.

ARTICLE XXII

Section 22.1. Surrender of Possession.

Upon accrual of the Issuer's right of reentry as the result of the Tenant's Default hereunder or upon the cancellation or termination of this Project Lease by lapse of time or otherwise (other than as a result of the Tenant's purchase of the Project), the Tenant shall peacefully surrender possession of the Project to the Trustee, as assignee of the Issuer in good condition and repair, ordinary wear and tear excepted; provided, however, the Tenant shall have the right, prior to or within 30 Business Days after the termination of this Project Lease, to remove from on or about the Project the buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures which the Tenant owns under the provisions of this Project Lease and are not a part of the Project. All repairs to and restorations of the Project required to be made because of such removal shall be made by and at the sole cost and expense of the Tenant. All buildings, improvements, machinery, equipment, personal property, furniture and trade fixtures owned by the Tenant and which are not so removed from on or about the Project prior to or within 30 Business Days after such termination of this Project Lease shall become the separate and absolute property of the Issuer.

ARTICLE XXIII

Section 23.1. Notices.

All notices required or desired to be given hereunder shall be in writing and shall be delivered in person to the Notice Representative or mailed by registered mail to the Notice Address. All notices given by registered mail shall be deemed duly delivered three days after they are mailed. When mailed notices are given, the party giving notice will use reasonable diligence to contact the party being notified by telephone, electronic mail or facsimile on or before the date such notice is mailed.

ARTICLE XXIV

Section 24.1. Triple-Net Lease.

The parties hereto agree that (a) this Project Lease is intended to be a triple-net lease, (b) the payments of Basic Rent and Additional Rent are designed to provide the Issuer and the Trustee with funds adequate in amount to pay all principal of and interest on all Bonds as the same become due and payable and to pay and discharge all of the other duties and requirements set forth herein, and (c) to the extent that the payments of Basic Rent and Additional Rent are not adequate to provide the Issuer and the Trustee with funds sufficient for the purposes aforesaid, the Tenant shall be obligated to pay, and it does hereby covenant and agree to pay, upon demand therefor, as Additional Rent, such further sums of money as may from time to time be required for such purposes.

Section 24.2. Funds Held by the Trustee After Payment of Bonds.

If, after the principal of and interest on all Bonds and all costs incident to the payment of the Bonds have been paid in full, the Trustee holds unexpended funds received in accordance with the terms hereof, such unexpended funds shall, except as otherwise provided in this Project Lease and the Indenture and after payment therefrom to the Issuer of any sums of money then due and owing by the Tenant under the terms of this Project Lease, be the absolute property of and be paid over to the Tenant.

ARTICLE XXV

Section 25.1. Rights and Remedies.

The rights and remedies reserved by the Issuer and the Tenant hereunder and those provided by law shall be construed as cumulative and continuing rights. No one of them shall be exhausted by the exercise thereof on one or more occasions. The Issuer and the Tenant shall each be entitled to specific performance and injunctive or other equitable relief for any breach or threatened breach of any of the provisions of this Project Lease, notwithstanding the availability of an adequate remedy at law, and each party hereby waives the right to raise such defense in any proceeding in equity.

Section 25.2. Waiver of Breach.

No waiver of any breach of any covenant or agreement herein contained shall operate as a waiver of any subsequent breach of the same covenant or agreement or as a waiver of any breach of any other covenant or agreement, and in case of a breach by either party of any covenant, agreement or undertaking, the nondefaulting party may nevertheless accept from the other any payment or payments or performance hereunder without in any way waiving its right to exercise any of its rights and remedies provided for herein or otherwise with respect to any such Default which was in existence at the time such payment or payments or performance were accepted by it.

Section 25.3. The Issuer Shall Not Unreasonably Withhold Consents and Approvals.

Wherever in this Project Lease it is provided that the Issuer shall, may or must give its approval or consent, or execute supplemental agreements, exhibits or schedules, the Issuer shall not unreasonably or arbitrarily withhold or refuse to give such approvals or consents or refuse to execute such supplemental agreements, exhibits or schedules.

ARTICLE XXVI

Section 26.1. The Issuer May Not Release Interest without Tenant Consent.

The Issuer covenants that unless an Event of Default under this Project Lease has occurred and is continuing, and the remaining Term of this Project Lease has been terminated, it will not, without the Tenant's written consent, unless required by law, assign, release or encumber its leasehold interest in the Project at any time during the Term of this Project Lease.

Section 26.2. Quiet Enjoyment and Possession.

The Tenant shall enjoy peaceable and quiet possession of the Project as long as no Event of Default has occurred and is continuing.

Section 26.3. Intentionally Omitted.

Section 26.4. Issuer's Obligations Limited.

Except as otherwise expressly provided in this Project Lease, no recourse upon any obligation or agreement contained in this Project Lease or in any Bond or under any judgment obtained against the Issuer, or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise under any circumstances, under or independent of the Indenture, shall be had against the Issuer and its officers, employees and agents.

Notwithstanding anything in this Project Lease to the contrary, it is expressly understood and agreed by the parties hereto that (a) the Issuer may rely conclusively on the truth and accuracy of any certificate,

opinion, notice or other instrument furnished to the Issuer by the Tenant, an Owner or the Trustee as to the existence of any fact or state of affairs required to be noticed by the Issuer; (b) the Issuer shall not be under any obligation to perform any record-keeping or to provide any legal services, it being understood that such services shall be performed or provided either by the Tenant, the Trustee or the Owner; and (c) that none of the provisions of this Project Lease shall require the Issuer to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers hereunder, unless it shall have first been adequately indemnified to its satisfaction against the costs, expenses and liability which may be incurred by such action.

Notwithstanding anything in this Project Lease to the contrary, any obligation the Issuer may incur under this Project Lease or under any instrument or document executed by the Issuer in connection with this Project Lease that entails the expenditure of any money by the Issuer shall be only a limited obligation of the Issuer payable solely from the revenues derived by the Issuer under this Project Lease and shall not be, under any circumstances, a general obligation of the Issuer.

ARTICLE XXVII

Section 27.1. Investment Tax Credit; Depreciation.

The Tenant shall be entitled to claim the full benefit of (1) any investment credit against federal or state income tax allowable with respect to expenditures of the character contemplated hereby under any federal or state income tax laws now or from time to time hereafter in effect, and (2) any deduction for depreciation with respect to the Project from federal or state income taxes. The Issuer agrees that it will upon the Tenant's request execute all such elections, returns or other documents which may be reasonably necessary or required to more fully assure the availability of such benefits to the Tenant.

ARTICLE XXVIII

Section 28.1. Amendments.

This Project Lease may be amended, changed or modified in writing in the following manner:

(a) With respect to an amendment, change or modification which reduces the Basic Rent or Additional Rent, or any amendment which reduces the percentage of Owners whose consent is required for any such amendment, change or modification, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 90% of the aggregate principal amount of the Bonds then Outstanding;

(b) With respect to any other amendment, change or modification which will materially adversely affect the security or rights of the Owners, by an agreement in writing executed by the Issuer and the Tenant and consented to in writing by the Trustee and by Owners of at least 66-2/3% of the aggregate principal amount of the Bonds then Outstanding; and

(c) With respect to all other amendments, changes, or modifications, by an agreement in writing executed by the Issuer and the Tenant.

At least 30 days prior to the execution of any agreement pursuant to (c) above, the Issuer and the Tenant shall furnish the Trustee and the Owner with a copy of the amendment, change or modification proposed to be made.

Section 28.2. Granting of Easements.

If no Event of Default under this Project Lease shall have happened and be continuing, the Tenant may, at any time or times, (a) grant easements, licenses and other rights or privileges in the nature of easements with respect to any property included in the Project, free from any rights of the Issuer or the Owner, or (b) release existing easements, licenses, rights-of-way and other rights or privileges, all with or without consideration and upon such terms and conditions as the Tenant shall determine, and the Issuer agrees, to the extent that it may legally do so, that it will execute and deliver any instrument necessary or appropriate to confirm and grant or release any such easement, license, right-of-way or other right or privilege or any such agreement or other arrangement, upon receipt by the Issuer of: (i) a copy of the instrument of grant or release or of the agreement or other arrangement, (ii) a written application signed by the Authorized Tenant Representative requesting such instrument, and (iii) a certificate executed by the Tenant stating (A) that such grant or release is not detrimental to the proper conduct of the business of the Tenant, and (B) that such grant or release will not impair the effective use or interfere with the efficient and economical operation of the Project and will not materially adversely affect the security of the Owner. Any consideration received by the Tenant for the grant or release must be paid to the Trustee to be deposited in the Debt Service Fund and used to redeem Bonds at the earliest practicable date, at their principal amount, plus accrued interest, without premium. If the instrument of grant shall so provide, any such easement or right and the rights of such other parties thereunder shall be superior to the rights of the Issuer and the Owner and shall not be affected by any termination of this Project Lease or default on the part of the Tenant hereunder. If no Event of Default shall have happened and be continuing, any payments or other consideration received by the Tenant for any such grant or with respect to or under any such agreement or other arrangement shall be and remain the property of the Tenant, but, in the event of the termination of this Project Lease because of an Event of Default, all rights then existing of the Tenant with respect to or under such grant shall inure to the benefit of and be exercisable by the Issuer.

Section 28.3. Security Interests.

The Issuer and the Tenant agree to execute and deliver any instruments (including financing statements and statements of continuation thereof) necessary for perfection of and continuance of the security interest of the Issuer in and to the Project. The Tenant hereby authorizes the Issuer to file or cause to be filed all such instruments required to be so filed and the Trustee to continue or cause to be continued the filings or liens of such instruments for so long as the Bonds shall be Outstanding.

Section 28.4. Construction and Enforcement.

This Project Lease shall be construed and enforced in accordance with the laws of the State. The provisions of this Project Lease shall be applied and interpreted in accordance with the rules of interpretation set forth in the Indenture. Wherever in this Project Lease it is provided that either party shall or will make any payment or perform or refrain from performing any act or obligation, each such provision shall, even though not so expressed, be construed as an express covenant to make such payment or to perform, or not to perform, as the case may be, such act or obligation.

Section 28.5. Invalidity of Provisions of Project Lease.

If, for any reason, any provision hereof shall be determined to be invalid or unenforceable, the validity and effect of the other provisions hereof shall not be affected thereby.

Section 28.6. Covenants Binding on Successors and Assigns.

The covenants, agreements and conditions herein contained shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

Section 28.7. Section Headings.

The section headings hereof are for the convenience of reference only and shall not be treated as a part of this Project Lease or as affecting the true meaning of the provisions hereof. The reference to section numbers herein or in the Indenture shall be deemed to refer to the numbers preceding each section.

Section 28.8. Execution of Counterparts; Electronic Transactions.

This Project Lease may be executed simultaneously in multiple counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one instrument. The transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

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IN WITNESS WHEREOF, the Issuer has caused this Project Lease to be signed by an authorized official, such signature to be attested by an authorized officer, and its official seal to be applied, as of the date first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Chuck Taylor, Mayor

(SEAL)

ATTEST:

Connie Marquez, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) SS:
COUNTY OF FORD)

The foregoing instrument was acknowledged before me this ____ day of November, 2024 by Chuck Taylor, Mayor of the City of Dodge City, Kansas.

(SEAL)

Notary Public

My Appointment Expires:

IN WITNESS WHEREOF, the Tenant has caused this Project Lease to be signed by an authorized officer, as of the date first above written.

STANION WHOLESALE ELECTRIC CO., INC.

By: _____
Name:
Title:

"TENANT"

ACKNOWLEDGMENT

STATE OF [_____])
) SS:
COUNTY OF [_____])

This instrument was acknowledged before me on the ____ day of November, 2024, by _____, [Title] of Stanion Wholesale Electric Co., Inc., a Kansas corporation.

[SEAL]

Notary Public

My Appointment Expires:

APPENDIX A

FORM OF REQUISITION FOR PAYMENT OF PROJECT COSTS

CITY OF DODGE CITY, KANSAS
Project Fund
(Stanion Wholesale Electric Co., Inc.)
Payment Order No. _____

Security Bank of Kansas City
Kansas City, Kansas
Attn: Corporate Trust Department

I hereby certify that the amounts stated in the attached Payment Schedules have either been advanced by the Tenant or are justly due to contractors, subcontractors, suppliers, vendors, materialmen, engineers, architects or other persons named in the Payment Schedules who have performed necessary and appropriate work in connection with any installation of machinery, equipment or personal property, or have furnished necessary and appropriate materials in the construction or acquisition of land, buildings and improvements constituting a part of the Project. I further certify that the fair value of such work or materials, machinery and equipment, is not exceeded by the amount requested, and such cost is one which may be capitalized for federal income tax purposes.

I further certify that, except for the amounts set forth in the Payment Schedules, there are no outstanding debts now due and payable for labor, wages, materials, supplies or services in connection with the construction of the buildings and improvements or the purchase and/or installation of machinery, equipment and personal property which, if unpaid, might become the basis of a vendor's, mechanic's, laborer's or materialmen's statutory or other similar lien upon the Real Property, the Project or any part thereof.

I further certify that no part of the amounts set forth in the Payment Schedules have been the basis for any previous withdrawal of any moneys from the Project Fund.

I further certify that each of the representations and covenants on the part of the Tenant contained in the Project Lease dated as of November 1, 2024 by and between the City of Dodge City, Kansas, as the Issuer, and the Tenant are now true and correct in all material respects and are now being materially complied with.

I further certify that the amounts set forth in the Payment Schedules constitute Project Costs, as such term is defined in the Project Lease, and that all insurance policies which are required to be in force as a condition precedent to disbursement of funds from the Project Fund pursuant to the provisions of *Section 6.1* of the Project Lease are in full force and effect.

I acknowledge that the Tenant, as Purchaser of the Bonds, will be receiving such Bonds in compensation for the expenditures set forth in the Payment Schedules to acquire, construct and equip the Project and that the Bond will constitute full payment for these costs.

DATED _____, 20__.

Authorized Tenant Representative

EXHIBIT A - Payment Order No. _____

**PAYMENT SCHEDULE
FOR BUILDINGS, IMPROVEMENTS AND
MISCELLANEOUS PROJECT COSTS**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below, and I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete:

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Purpose or Nature of Payment</u>	<u>Amount</u>
-------------------	-------------------------------------	---------------

Initials

EXHIBIT B - Payment Order No. _____

**PAYMENT SCHEDULE
FOR MACHINERY AND EQUIPMENT**

I hereby request payment of the amounts specified below to the payees whose names and addresses are stated below. I certify that the description of the purchase or nature of each payment is reasonable, accurate and complete. I further certify that the items described are free and clear of any liens or security interests. I have attached to this schedule a copy of the purchase order or seller's invoice for each item.

PAYMENT SCHEDULE

<u>Payee Name</u>	<u>Description of Equipment</u>	<u>Amount</u>
	(include name of seller, manufacturer, descriptive name, capacity, serial number of model number, if available)	

Initials

APPENDIX B

FORM OF CERTIFICATE OF COMPLETION

CERTIFICATE OF COMPLETION

The undersigned, being the Authorized Tenant Representative for Stanion Wholesale Electric Co., Inc. (the "Tenant"), as tenant under a Project Lease dated as of November 1, 2024 (the "Project Lease") between the City of Dodge City, Kansas (the "Issuer") and the Tenant, and as beneficiary of the Issuer's Taxable Industrial Revenue Bonds, Series 2024 (Stanion Wholesale Electric Co., Inc.) issued pursuant to an Indenture dated as of November 1, 2024 (the "Indenture"), hereby certifies as follows. Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture and Project Lease.

1. The Improvements have been substantially completed in accordance with the plans and specifications prepared at the Tenant's direction.
2. Such Improvements have been substantially completed in a good and workmanlike manner.
3. There are no mechanic's, materialmen's liens or other statutory liens on file encumbering title to the Real Property; all bills for labor and materials furnished for the Improvements which could form the basis of a mechanic's, materialmen's or other statutory lien against the Real Property have been paid in full, and within the past four months no such labor or materials have been furnished which have not been paid for.
4. All Improvements are located or installed upon the Real Property.
5. All material provisions of applicable building codes have been complied with and, if applicable, a certificate of occupancy has been issued with respect to the Project.
6. All moneys remaining in the Project Fund being held by the Trustee under the Indenture should be transferred to the Debt Service Fund being held by the Trustee under the Indenture as required by *Section 5.04* of the Indenture, to be applied as provided therein.

IN WITNESS WHEREOF, the undersigned Authorized Tenant Representative has signed this Certificate, and states, under penalty of perjury, that the statements of fact made in this Certificate are true and correct.

STATE OF [_____])
) SS:
 COUNTY OF [_____])

Subscribed and sworn to or affirmed before me, a notary public, this ___ day of _____, 20__.

[SEAL]

 Notary Public

My Appointment Expires: _____

FORM OF REQUISITION FOR PAYMENT OF COSTS OF ISSUANCE

SCHEDULE I

SCHEDULE I TO THE PROJECT LEASE, DATED AS OF NOVEMBER 1, 2024, BY AND BETWEEN CITY OF DODGE CITY, KANSAS AND STANION WHOLESALE ELECTRIC CO., INC.

PROPERTY SUBJECT TO PROJECT LEASE

(A) A leasehold interest in the following described real estate located in Ford County, Kansas:

[TO BE INSERTED]

the real property constituting the “Real Property” as referred to in the Project Lease, subject to Permitted Encumbrances.

(B) The buildings, improvements, equipment, fixtures and personal property now or hereafter acquired, constructed, or installed on the Real Property and financed or refinanced with proceeds of the Bonds.

The property described in paragraphs (A) and (B) of this *Schedule I*, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the provisions of *Sections 10.3* and *10.4* of the Project Lease, constitute the “Project” as referred to in both the Project Lease and the Indenture.

AGREEMENT FOR PAYMENT IN LIEU OF TAXES

This Agreement, entered into as of _____ between the City of Dodge City, Kansas (the "Issuer") and Stanion Wholesale Electric Co., Inc., a Kansas corporation, or its assigns (the "Tenant");

WITNESSETH THAT:

1. **Tax Exemption; Payment in Lieu of Taxes.** In consideration of (i) the issuance by the Issuer of its Industrial Revenue Bonds (Stanion Electric Project), in the principal amount not to exceed \$6,000,000 (the "Bonds") to finance the acquisition, construction and equipping of a commercial facility (the "Project") to be leased by the Issuer to the Tenant, (ii) the Tenant's execution of the lease of the Project financed with the proceeds of the Bonds, (iii) the laws of the State of Kansas affording exemption from *ad valorem* property taxation for the portion of the Project acquired, purchased or constructed with the proceeds of the Bonds for a period commencing with the year after calendar year in which bonds are issued, and (iv) the agreement by the Issuer to apply for the exemption if the payments provided for herein are made, the Tenant agrees to make payments in lieu of *ad valorem* property taxes in the amounts specified herein, in the manner provided for herein.

2. **Amount of Payments; Place of Payment.** In lieu of general *ad valorem* property taxes on the Project for ten (10) calendar years following the year in which the Bonds are issued (the "Abatement Period"), other than special assessments levied on account of special benefits, the Tenant shall pay by separate check to the Treasurer of Ford County, Kansas, or other appropriate office as directed by the Issuer, on or before December 20 in each of the years, with the privilege of half payment as provided by law for general *ad valorem* taxes, a payment in lieu of taxes (the "PILOT Payment"), the total amount of which is specified below, to be distributed as and for a part of the general *ad valorem* tax collections for all taxing subdivisions in which the Project is located. The total amount of the payments shall be determined as follows:

Year	Payment in Lieu of Taxes
1	0%
2	10%
3	20%
4	30%
5	40%
6	50%
7	60%
8	70%
9	80%
10	90%

(expressed as a percentage of *ad valorem* tax otherwise payable in respect of the Project)

The amount of the payment in lieu of taxes will be determined in the same manner and according to the same statutory procedure as general *ad valorem* taxes, real and personal, as the case may be, are determined, using the valuations determined by the Ford County Appraiser's office. The payments shall be distributed to all applicable taxing subdivisions in Ford County as provided in K.S.A. 12-1742.

3. **Reduction of Payment for Actual Taxes Paid.** Except for the *ad valorem* taxes described in **Section 4** herein, the annual amount to be paid pursuant to **Section 2** herein shall be reduced (but not below zero) by any actual *ad valorem* tax payments paid in respect of the real property constituting a part of the Project by or on behalf of the Tenant for any given year.

4. **No Exemption for Special Assessments and Capital Outlay Levy.** All special assessments and the unified school district's capital outlay levy provided in K.S.A. 72-53,113 that is levied against the real property portion of the Project, if any, will not abate and will continue to be the obligation of the Tenant, payable in the manner provided by law.

5. **Jobs Reporting and Clawbacks.** The parties hereby agree as follows:

(a) Tenant hereby agrees that Tenant shall, during the Abatement Period, provide to the Issuer an annual report filed with the City Manager's office on or before January 31st of each year to provide information about the employment associated with and use of the Project. The form of such annual reports is hereby attached as **Exhibit 1**. Within nine (9) months of Tenant's submission of the annual report form in each year, the Issuer shall have the right to audit and examine records of Tenant in order to verify the information furnished by Tenant to the Issuer as required by this Agreement.

(b) Tenant agrees to use its best efforts to hire and retain no fewer than four (4) additional full time equivalent jobs at the Project over the first five (5) years of the Abatement Period and an additional three (3) full time equivalent jobs at the Project over the second five (5) years of the Abatement Period. If the Tenant (i) fails to use its best efforts to hire and retain additional employees, (ii) fails to open the Project, or (iii) opens and subsequently closes, or permanently closes the Project, then Issuer may immediately terminate the *ad valorem* property tax abatement and the Tenant shall be obligated to pay for the current and future tax abatement years an amount which is equal to one hundred percent (100%) of the *ad valorem* property taxes for the Project which would otherwise have been due for such tax abatement year if the Project were not exempt from *ad valorem* taxation.

6. **Failure to Make Payment in Lieu of Taxes.** Should the Tenant fail to make the payments required above, penalties and/or interest will be assessed against the Tenant by the Ford County Treasurer in accordance with applicable state laws relating to late tax payments.

7. **Approval of Exemption.** This Agreement is conditioned on the issuance by the Board of Tax Appeals of the State of Kansas of an order exempting the bond-financed portion of the Project from *ad valorem* taxation in accordance with Kansas law, including particularly K.S.A. 79-201a *Twenty-Fourth*.

8. **Termination.** This Agreement shall terminate, and the Project shall become subject to general *ad valorem* taxation, at the expiration of the Abatement Period, and otherwise if the Bonds are redeemed and paid in full pursuant to the Indenture on or before the end of the tenth year of the Abatement Period, then upon the redemption of the Bonds. Notwithstanding the termination of this Agreement, all unpaid obligations due at the time of termination of Tenant hereunder shall survive the termination of this Agreement.

9. **No Assignment.** The Tenant will not, without the prior written consent of the Issuer: (a) assign, sell, or otherwise transfer the Project (but Tenant may sell equipment associated with the Project as it deems necessary); (b) merge with or into another corporation (or other entity) or sell or transfer substantially all of its assets; or (c) assign this Agreement or its rights to the Bonds or abatements provided herein. The Issuer shall not unreasonably withhold, condition or delay its consent to any of the aforesaid. Any proposed assignee shall, by instrument in writing, for itself and its successors and assigns, and expressly for

the benefit of the Issuer, assume all of the obligations of Tenant under this Agreement and agree to be subject to all the conditions and restrictions to which Tenant is subject. Tenant shall not be relieved from any obligations set forth herein unless and until the Issuer specifically agrees to release Tenant.

10. **Amendment.** This Agreement, and any exhibits attached hereto, may be amended only by the mutual consent of the parties, upon official action of the Issuer's governing body approving said amendment, and by the execution of said amendment by the parties or their successors in interest.

11. **Counterparts.** This Agreement may be executed simultaneously and several counterparts, each of which shall be deemed to be an original and all of which shall constitute the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Issuer has caused this Agreement to be signed by a duly authorized official, the signature to be attested by a duly authorized officer and its official seal to be applied, and the Tenant has caused this Agreement to be signed on its behalf by a duly authorized officer, the signature attested by a duly authorized officer, and its corporate seal (if any) to be applied, as of the day and year first above written.

CITY OF DODGE CITY, KANSAS

By: _____
Mayor

[SEAL]

ATTEST:

City Clerk

**STANION WHOLESALE ELECTRIC CO., INC.,
a Kansas corporation**

By: _____

Name: _____

Title: _____



Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager
Date: November 4, 2024
Subject: Approval of Ordinance 3824
Agenda Item: New Business

Purpose: Approval of release of City encumbrances.

Recommendation: Staff recommends approval of the ordinance.

Background: Franchise ordinances permit entities to provide utility services and use public streets and property in order to provide utility services to the residents of Dodge City. Victory Electric’s current Franchise Agreement was enacted in 2014. Presently, the City seeks to update this franchise agreement and amend section 3.2. No other substantive changes are proposed for this Ordinance.

Previous Language: “3.2 Exemptions. The sale of electricity to Industrial Consumers is exempt from payment of the Franchise Fee. The sale of electricity to the City is exempt from payment of the Franchise Fee. All industrial Consumers who were exempt at the commencement of this Franchise shall remain exempt during the term of this Franchise. No new categories of exemptions will be created without the mutual agreement of the City and the Company.”

Modified Language: “3.2 Exemptions. The City shall have the right to make and provide exemptions from the Franchise Fee to existing or new Industrial Consumers. The City may elect to make or provide existing or new Industrial Consumers with a modified franchise fee rate, not to exceed 5% upon written notice to the Company. The sale of electricity to the City is exempt from payment of the Franchise Fee. No new categories of exemptions outside of the Industrial Consumers will be created without the mutual agreement of the City and the Company.”

City Commission Options:

- 1. Approve
- 2. Disapprove
- 3. Table for further discussion

Financial Considerations: n/a -- approval of this ordinance will not obligate the City financially.

Amount

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: This Ordinance has been reviewed by the City Attorney and counsel for the Company.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments: Ordinance 3824

Approved for the Agenda by:

Nick Hernandez, City Manager

ORDINANCE NO: 3824

**AN ORDINANCE GRANTING TO THE VICTORY ELECTRIC
COOPERATIVE ASSOCIATION, INC., A KANSAS ELECTRIC
COOPERATIVE, A FRANCHISE TO PROVIDE ELECTRIC SERVICES**

WITHIN THE CITY OF DODGE CITY, KANSAS

BE IT ORDAINED BY THE CITY COMMISSION OF DODGE CITY, KANSAS:

ARTICLE 1: DEFINITIONS

1.1 "City" refers to the City of Dodge City, Kansas, a municipal corporation.

1.2 "Company" refers to The Victory Electric Cooperative Association, Inc., a Kansas electric cooperative corporation.

1.3 "Commission" refers to the governing body of the City.

1.4 "Facilities" refers to and are all facilities reasonably necessary to provide electric energy within and through the City other than the distribution facilities.

1.5 "Overhead to Underground Conversion" refers to and is the process of converting overhead electric distribution facilities to underground facilities.

1.6 "Public Easements" refers to public and dedicated easements and all rights owned or utilized by the City for utility or travel purposes.

1.7 "Relocation" refers to and is the movement of facilities from one location to another within the City in public easements or streets and other public places.

1.8 "Residents" refers to and includes all persons, business, industry, governmental entities or agencies, and any other entity presently located in whole or in part, within the city limits or within the limits of the City as the same may be expanded during the term of the franchise agreement.

1.9 "Gross Receipts" refers to the amounts of money which the Company receives from its customers within the City from the sale of electric energy to customers within the City.

1.10 "Streets and Other Public Places" refers to and are streets, alleys, viaducts, bridges, roads, lanes, parks, and other public places within the City.

1.11 "Industrial Consumers" refers to those consumers which have a metered demand Of 1200 KW or more.

ARTICLE 2: GRANT OF FRANCHISE

2.1 Grant of Franchise. The City hereby grants to Company, for the period specified, and subject to the terms and conditions herein, a non-exclusive franchise (the "Franchise") to furnish, sell and distribute electricity to the City and all residents of the City, and to transmit electricity through the City and beyond the limits of the City, and to do all things necessary for the provision of electric service within the City limits as now constituted and such additional area that may be added to the City by annexation or otherwise.

2.2 Notice of annexations. The City shall provide actual notice of additions or contractions to the City limits. Notice will include a certified copy of the annexation ordinance, proof of publication of the annexation ordinance as required by law and a map of the City detailing the annexed area. The Company shall have thirty (30) days from the date of the notice to adjust its billings to add or delete a franchise fee to the affected customers.

2.3 Street Lighting and Signaling. The Company shall provide street lighting within the City as reasonably requested by the City. The Company shall maintain the street lighting equipment in good repair. The Company will be compensated for the street lighting service through electric charges and rental fees in effect at the initial date of this Franchise, which may be increased based upon cost of service at five (5) year intervals from the date of this Franchise. If the City and the Company shall disagree upon the proposed adjustment, each of them shall have the right to utilize an independent cost of service consultant, and the average of the two (2) opinions shall determine whether an increase should occur and, if so, the amount of such increase.

The City shall provide all traffic signals at the expense of the City and the same shall be metered and billed the same as other electrical service received by the City.

2.4 Term of Franchise. The term of this Franchise shall be from _____, 2024 to _____, 2044.

ARTICLE 3: FRANCHISE FEE

3.1 Franchise Fee. In consideration for the grant of this Franchise, the Company shall pay to the City a sum equal to five percent (5%) of the gross receipts received by the Company from the sale of electricity within the City.

3.2 Exemptions. The City shall have the right to make and provide exemptions from the Franchise Fee to existing or new Industrial Consumers. The City may elect to make or provide existing or new Industrial Consumers with a modified franchise fee rate,

not to exceed 5% upon written notice to the Company. The sale of electricity to the City is exempt from payment of the Franchise Fee. No new categories of exemptions outside of the Industrial Consumers will be created without the mutual agreement of the City and the Company.

3.3 Payment Schedule. The Company shall remit the Franchise Fee within thirty (30) days following the close of the month for which payment is to be made. Payment shall be made to the City and sent to the City Clerk.

3.4 Audits. The Company shall maintain adequate records of billings and payments under the Franchise which shall be open to inspection by the City, or the City's auditors, at reasonable times with reasonable notice. The City may request an audit by a professional third-party auditor once during any five (5) year interval, and if it is determined that the Franchise Fees paid to the City were underpaid by more than ten percent (10%) within the most recent calendar year covered by the audit period, the Company shall pay one-half (1/2) of the third party audit expense.

If the audit reveals revenues which are due to the City under the terms of the Franchise, the company shall make payment of the amount due to the City within ninety (90) days the completion of the audit. Overpayments by the Company shall be reimbursed to the Company within ninety (90) days.

ARTICLE 4: CONSTRUCTION AND DESIGN

4.1 NESC Standards. The Company shall design, construct and maintain its electric system in accordance with the National Electric Safety Code (NESC).

4.2 Maintenance. The Company shall maintain its electric system such that electric service be reliable and adequate to customers without undue interruption, recognizing however, that the Company may experience extraordinary interruptions in its wholesale power supply, and that weather related or accidental outages may occur as a result of extraordinary events outside of the control of the company. The Company shall immediately seek to restore any and all interruptions in service which may occur, consistent with the safety of the agents, employees and customers of the Company.

The Company shall regularly trim, cut and/or remove trees and shrubbery which, in the Company's sole discretion, interferes with the safe and reliable use of the Company's electric system and Facilities.

4.3 Minimal Interference. The Company shall install and maintain Facilities so as to minimally interfere with the lawful use of Public Easements.

4.4 Excavations and Construction. All excavation and construction shall be performed to minimize inconvenience to the City and to the public. To the extent possible, the Company and the City shall cooperate in excavation, maintenance and construction

activities to minimize the effect upon the Facilities operated by each of them. After excavations are completed, the Company shall restore the surface of the excavation area to the prior grade and condition as nearly as reasonably possible.

The City and the Company agree to give notice to each other before the commencement of construction or excavation activities upon streets, alleys and public places which may impact or affect the Facilities of each other, and allow inspection by each other, if requested.

The City and the Company shall cooperate and mutually agree on the location and engineering of newly constructed Facilities with due regard to the costs and objectives of each of them.

4.5 Relocation. Any relocation of the Company's Facilities caused or occasioned by a City project shall be at the expense of the Company. If the City requests Overhead to Underground Conversion, the installation cost of said Conversion shall be borne by the City. Any relocated Facilities that were originally underground shall be relocated as underground Facilities by the Company.

4.6 New Service Locations. The Company shall extend service to new locations when requested at the earliest practical time in accordance with and based upon the Company's extension and cost of service policies which are then in effect.

Any newly constructed electrical service lines to new residential service locations will be placed underground with the cost based upon the Company's extension and cost of service policies which are then in effect.

4.7 Overhead to Underground Conversion. The Company agrees to cooperate with the City in a program and a work plan to convert Distribution Facilities and other Facilities to underground, provided that any schedule or work plan will be developed through joint meetings between the Company and the City, and the schedules and work plans will contain reasonable scope and timing requirements. The cost of Overhead to Underground Conversion over and above the cost of typical overhead service shall be paid by the City or by the customer based upon the Company's extension and cost of service policies which are then in effect.

ARTICLE 5: USE OF COMPANY FACILITIES BY OTHERS

5.1 Use by the City. If the Company installs new electric underground conduit, opens a trench, or replaces conduit, the Company shall provide adequate notice to permit additional installation of similar conduit or pull-wire by the City or its contractors, or, in the alternative, the Company may elect to install the additional Facilities for the City. The City shall bear the cost of additional installations made for the benefit of the City, unless

the Company shall elect to install the City Facilities, in which case the City shall pay for materials and the Company shall bear the responsibility of the other installation costs.

The Company will consider allowing the City to use easements that were privately granted to the Company if the easement grant permits such use, so long as the use by the City does not impair the Company's use of the easements.

5.2 Use by Third Parties. The Company may allow third parties holding a franchise from the City (but not including electric service providers) to utilize its poles or other structures upon terms and conditions and for such compensation to be agreed upon between the Company and the third party. Compensation paid by a third party will be retained by the Company. The Company will not be required to pay any additional expense for such use, and all agreements between the Company and third party users shall conform to construction and maintenance standards established by the Company. The Company shall not be required to permit any use that will interfere with Company's use of such facilities.

ARTICLE 6: INDEMNIFICATION

6.1 Liability. The Company shall construct, maintain and operate its Facilities in a manner which provides reasonable protection against injury or damage to persons or property, provided, however; the obligation of the Company hereunder shall not increase or decrease its liability on third-party claims, and provided further that the Company's obligation to the City shall not be diminished by such exception. The Company shall save and hold the City harmless from and against all liability or damage and all claims or demands whatsoever in nature, and reimburse the City for all its reasonable expenses arising out of the negligent operations of the Company within the City and the securing of and the exercise by the Company of the franchise rights granted in this ordinance, including any third-party claims, administrative hearings and litigation. The Company will not be obligated to hold harmless or indemnify the City for claims or demands to the extent arising out of or in connection with any negligent act or failure to act of the City or any of the City's officers or employees.

ARTICLE 7: SALE, TRANSFER OR CONDEMNATION

7.1 Assignment of Franchise. The Company shall not assign or transfer its franchise rights without approval of the City. This provision shall not apply to reorganization or mergers which do not result in a change of control of the Company.

7.2 Nothing in this Franchise shall modify or limit the rights of the City under Kansas law to purchase assets or condemn electrical services, property or Facilities within the City.

ARTICLE 8: DISPUTE RESOLUTION

8.1 Forfeiture. The Company and the City recognize that there may be circumstances where compliance with the provisions of this Franchise is impossible or delayed because of circumstances beyond the Company's control. The Company and the City further recognize that there may be claims of breach or non-compliance by either of them concerning performance under this Franchise. In those circumstances the Company shall have a reasonable time, not exceeding six (6) months, in which to remedy any alleged violations. If the Company and the City cannot agree to remedies for a claimed violation, the Company and the City agree that they will submit to mediation to be conducted by a practicing mediator with experience in commercial disputes, which shall be held in Dodge City, Kansas. The expense of the mediation shall be divided between the Company and the City, however, each of them shall pay their own attorney fees and costs of preparation.

8.2 Judicial Review. If mediation fails to resolve a dispute between them, the Company and the City shall be free to petition for relief in the District Court of Ford County, Kansas,

8.3 Continued Service. During mediation proceedings, and unless and until the District Court shall order otherwise, the Company shall continue to provide service under the terms of this Franchise until final resolution of the forfeiture declaration.

ARTICLE 9: RULES AND POLICIES OF THE COMPANY

9.1 Rules and Policies. The Company will have the right to make reasonable rules and regulations binding or affecting the customers and contractors of the Company for the protection of its property, for the prevention of loss and waste in the conduct and management of its business, and for the sale and distribution of electricity, including rules and regulations with reference to extensions or additions to its electric distribution system, as from time to time is deemed necessary. Those rules and regulations will be furnished to the City.

9.2 State and Federal Regulation. The Company is partially regulated by various federal and state agencies. The Company shall comply with all such regulation, and to the extent such regulation conflicts with this Franchise, the state and federal regulation will prevail.

9.3 Cooperative Governance. The Company is organized and operated as a cooperative, of which the City and all electric customers are members. Nothing in this Franchise will modify the rights of the Company or its members under the Company's articles of incorporation and bylaws.

ARTICLE 10: AMENDMENTS

10.1 Amendments to Franchise. At any time during the term of this Franchise, the City, acting through the Commission, or the Company may propose amendments to this

Franchise by giving thirty (30) days written notice to other of the proposed amendments. The parties will negotiate in good faith in an effort to agree on mutually satisfactory amendments.

10.2 Five Year Review. The City, during the year 2029 and every fifth year thereafter during the term of this Franchise, upon giving sixty (60) days' notice to the Company of its intention to do so, may reconsider the consideration to be paid by the Company as a franchise fee. If the City decides that the franchise fee should be increased or decreased, it shall provide for such increase or decrease by ordinance. The Company agrees to pay the franchise fee established by ordinance by the City, provided that the franchise fee may not exceed any maximum established by State statute or regulations.

ARTICLE 11: MISCELLANEOUS

11.1 Third Parties. Nothing contained in this Franchise will be construed to provide rights to third parties. Nor is this Franchise intended to establish or provide rights to any third party, known or unknown.

11.2 Representatives. The Company and the City may designate representatives for communication and negotiation under this Franchise. The City Manager and the CEO of the Company will be the contact persons in the event disputes cannot be resolved between the designated representatives. The Company is ultimately controlled by a Board of Trustees and the City acts by its City Commission, and all amendments to the Franchise must be approved by such governing bodies.

11.3 Severability. Should any one or more provisions of this Franchise be determined to be illegal or unenforceable, all other provisions shall remain effective unless a valid forfeiture shall be decreed by a court of jurisdiction.

ARTICLE 12: FORCE MAJEURE

Each and every provision hereof shall be reasonably subject to acts of God, fires, strikes, riots, floods, war and other disasters beyond Company's or the City's control.

ARTICLE 13: VENUE AND GOVERNING LAW

This franchise contract is made under and in conformation with and is subject to the laws of the State of Kansas

ARTICLE 14: This ordinance shall take effect and be in force from and after its passage and publication once in the official City newspaper, and payment to the City of the costs of publication of this ordinance pursuant to K.S.A. (2019 Supp.) 12-2001 (b)(6) and a one-time application fee for reimbursement of the actual legal expenses incurred by the City for the review and approval of this contract franchise pursuant to K.S.A. (2019 Supp.) 12-2001(g).

PASSED BY THE GOVERNING BODY, this ____ day of _____, 2024,
for the City of Dodge City, Kansas.

ATTEST:

Charles Taylor, Mayor

Connie Marquez, City Clerk

APPROVED AS TO FORM:

Paige Bangerter Gilmore, City Attorney

The Victory Electric Cooperative Assoc., Inc.



Memorandum

To: City Manager, City Commissioners
From: Mollea Wainscott, Assistant Director of Economic Development
Date: 11/04/24
Subject: RHID
Agenda Item: Resolution 2024-21

Purpose: To establish a date and time for a public hearing to approve a Development Plan for the 15th Avenue Development.

Recommendation: Staff recommends adoption of Resolution 2024-21, which establishes a date and time for a public hearing as required by Kansas statute.

Background: In 2008, the City commissioned a Housing Needs Analysis, which reflected a critical shortage of housing available in the community. In 2009, the City Commission adopted a Resolution providing for several incentive programs in order to encourage housing development in the City. The Reinvestment Housing Incentive District (RHID) was identified as one of those programs. The RHID has captured the attention of several developers, locally and statewide. In 2022, the City commissioned another Housing Needs Analysis taking into consideration the progress that had developed since the 2008 Analysis. The latest Analysis continued to reflect a major shortage of housing. The establishment of this RHID will provide an incentive needed to entice developers to and in our community.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None at this time. However, if utilized, the financial consideration would be dependent upon each independent development agreement.

Legal Considerations: None

Mission/Values: To provide adequate housing in order for the City to accommodate present and future growth.

Attachments: Resolution No. 2024-21

Approved for the Agenda by:

Name, Title

RESOLUTION NO. 2024-21

A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A KANSAS REINVESTMENT HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH PROPOSED DISTRICT; ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING. (15th AVENUE DEVELOPMENT)

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”) to designate reinvestment 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 reinvestment 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 reinvestment housing incentive district within such city and adopt a plan for the development or redevelopment of housing and public facilities in the proposed district; and

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of 27,340, is located in Ford County, Kansas, which has an estimated population of 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 2022 (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. 2023-40 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 Reinvestment 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 City has caused to be prepared a plan for the development or redevelopment of housing and public facilities in the 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. 12-5245;
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, which shows the public benefits derived from such District will exceed the costs and that the income therefrom, together with all public and private sources of funding, will be sufficient to pay for the public improvements that may be undertaken in such District; and

WHEREAS, the Governing Body of the City proposes to continue proceedings necessary to create a Reinvestment Housing Incentive District, in accordance with the provisions of the Act, and adopt the Plan, by the calling of a public hearing on such matters.

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

Section 1. Proposed Reinvestment Housing Incentive District. The Governing Body hereby declares an intent to establish within the City a Reinvestment Housing Incentive District. The District is proposed to be formed within the boundaries of the real estate legally described in *Exhibit A* attached hereto, and shown on the map depicting the existing parcels of land attached hereto as *Exhibit B*. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District and the existing assessed valuation of said real estate, listing the land and improvement values separately, is attached hereto as *Exhibit C*.

Section 2. Proposed Plan. The Governing Body hereby further declares an intent to adopt the Plan in substantially the form presented to the Governing Body that date. A copy of the Plan shall be filed in the office of the City Clerk and be available for public inspection during normal business hours. A description of the housing and public facilities projects that are proposed to be constructed or improved in the proposed District, and the location thereof are described in *Exhibit D* attached hereto. A summary of the contractual assurances by the developer and the comprehensive feasibility analysis is contained in the Plan.

Section 3. Public Hearing. Notice is hereby given that a public hearing will be held by the Governing Body of the City to consider the establishment of the District and adoption of the Plan on December 16, 2024, at the City Commission Meeting Room, City Hall, 806 N. Second Avenue, Dodge City, Kansas 67801; the public hearing to commence at 7:00 p.m. or as soon thereafter as the Governing Body can hear the matter. At the public hearing, the Governing Body will receive public comment on such matters, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the District and adoption of the Plan, all pursuant to the Act.

Section 4. Notice of Public Hearing. The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions;

- a) A certified copy of this resolution shall be delivered to:
 - i) the Board of County Commissioners of Ford County, Kansas;
 - ii) the Board of Education of U.S.D. No. 443; and
 - iii) the Planning Commission of the City.
- b) This Resolution, specifically including *Exhibits A* thru *D* attached hereto, shall be published at least once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

Section 5. Further Action. The Mayor, City Manager, City Clerk and the 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 or desirable to accomplish the purposes of this Resolution.

Section 6. Effective Date. This Resolution shall take effect after its adoption by the Governing Body.

ADOPTED by the Governing Body of the City of Dodge City, Kansas, on November 4, 2024.

Mayor

ATTEST:

City Clerk

EXHIBIT A

**LEGAL DESCRIPTION OF PROPOSED
REINVESTMENT HOUSING IMPROVEMENT DISTRICT BOUNDARIES
FOR 15th AVENUE DEVELOPMENT**

Beginning at the Northwest corner of Lot 12, Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence south along the West line of said Lot 12 to the Southwest corner thereof; thence west along the North line of Lot 14 of said Westview Place No.2 to the Northwest corner thereof; thence south along the West line of Lots 14 through 34 inclusive of said Westview Place No.2 to the Southwest corner of said Lot 34; thence west along the North line of lot 38 of said Westview Place No.2 extended to the West right-of-way line of 16th Avenue; thence south along the West right-of-way line of 16th Avenue to the South line of Westview Place No.2, a subdivision of Dodge City, Ford County, Kansas; thence east along said South line of Westview Place No.2 to the East right-of-way line of 15th Avenue; thence north along the East right-of-way line of 15th Avenue to the South right-of-way line of West Park Street; thence east along the South right-of-way line of West Park Street to the West right-of-way line of North 14th Avenue; thence southerly along the West right-of-way line of North 14th Avenue a distance of 710 feet; thence east to the Southwest corner of Lot 3, block 1, Gunsmoke Plaza, a subdivision of Dodge City, Ford County, Kansas, being on the East right-of-way line North 14th Avenue; thence northerly along the East right-of-way line of North 14th Avenue to the South right-of-way line of Park Street; thence east along the South right-of-way line of Park Street a distance of 240 feet; thence north perpendicular to the previous course to the North right-of-way line of Park Street; thence west along the North right-of-way line of Park Street to the East right-of-way line of North 14th Avenue; thence north along the East right-of-way line of North 14th Avenue a distance of 210 feet; thence west perpendicular to the previous course to the West right-of-way line of North 14th Avenue; thence south along West right-of-way line of North 14th Avenue to the North right-of-way line of West Park Street; thence west along the North right-of-way line of West Park Street to the Southeast corner of Lot 1, Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas; thence northerly along the East line of said lot 1 to the Northeast corner thereof; thence westerly along the North line of lots 1 through 7 inclusive of Moncrief Place No.1, a subdivision of Dodge City, Ford County, Kansas to the Northwest corner of said Lot 7 as platted; thence south along the West line of said Lot 7 as platted extended to the South right-of-way line of West Park Street: thence easterly along the South right-of-way line of West Park Street to the Northwest corner of Lot 12, Westview Place No.2 and Point o Beginning.

EXHIBIT B

**MAP OF PROPOSED
REINVESTMENT HOUSING IMPROVEMENT DISTRICTS BOUNDARIES
FOR 15TH AVENUE DEVELOPMENT**

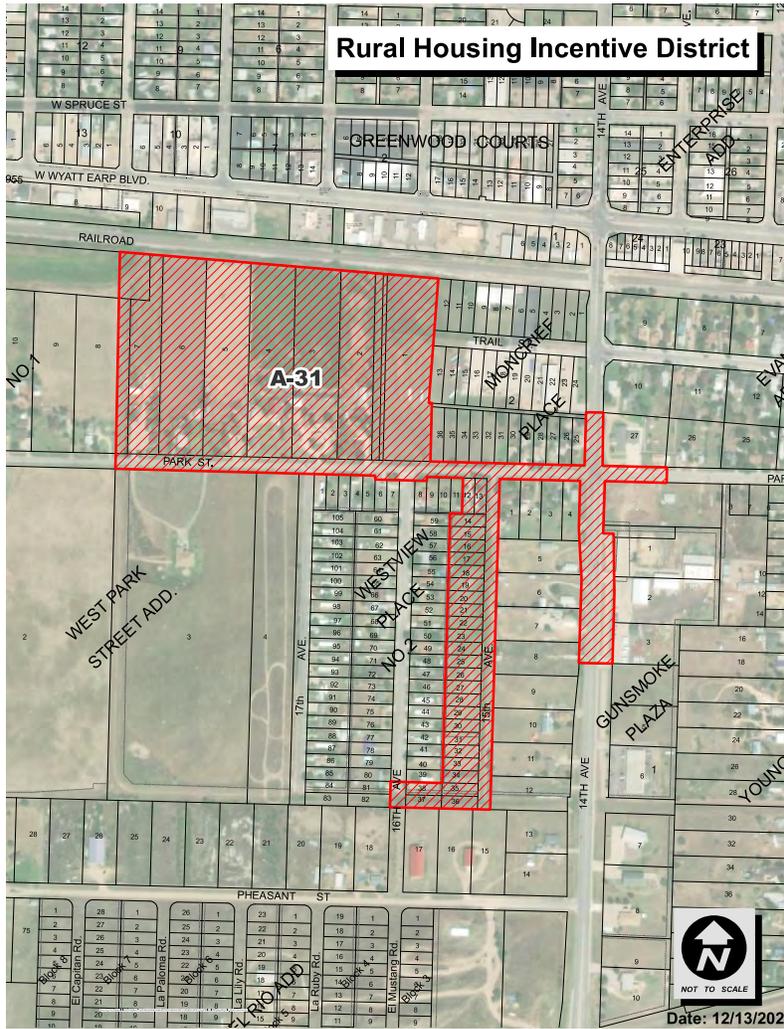


EXHIBIT C

**NAMES AND ADDRESSES OF THE OWNERS OF RECORD OF ALL REAL
ESTATE PARCELS WITHIN THE PROPOSED REINVESTMENT HOUSING
INCENTIVE
DISTRICT AND THE EXISTING ASSESSED VALUATION OF SAID
REAL ESTATE PARCELS**

Owner of Record: OMA CONSTRUCTION, LLC
120 E Trail St
Dodge City, KS 67801

2024 Assessed Valuation: \$62,970

EXHIBIT D

DESCRIPTION OF THE HOUSING AND PUBLIC FACILITIES PROJECT OR PROJECTS THAT ARE PROPOSED TO BE CONSTRUCTED OR IMPROVED IN THE PROPOSED REINVESTMENT HOUSING INCENTIVE DISTRICT

Housing Facilities

The housing facilities will be composed of twenty (20) single-family residential structures and two (2) duplexes for a total of 24 units.

Public Facilities

Public improvements will include the extension of water, sewer, gas, and electric distribution lines along the boundaries of the development. Public improvements will also include construction of infrastructure improvements located within the boundaries of the development, including water, sanitary sewer, storm sewer, storm water detention, streets and street lighting. The public improvements will be constructed as necessary to serve the Project as described above.

EXHIBIT E

**SUMMARY OF THE CONTRACTUAL ASSURANCES BY THE DEVELOPER
AND OF THE COMPREHENSIVE FEASIBILITY ANALYSIS**

Contractual Assurances.

The Governing Body of the City of Dodge City will enter into a development agreement with Oma Construction, LLC. This agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Dodge City.

Feasibility Study.

The City will conduct a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue provided by the developer. The analysis will estimate if the property tax revenues that will be generated from the development, less existing property taxes to determine the revenue stream available to support the costs of the public infrastructure.



Memorandum

To: Dodge City Commission
From: Ryan Reid, Director of Administrative Services
Date: 2024 10 29
Subject: Minivan for CVB
Agenda Item: New Business

Purpose:

The minivan will replace a GMC Terrain, which will be reallocated by Fleet. This van will help the CVB deliver staff and materials around the community. It will also take Staff to various out of town locations.

Recommendation:

Staff recommends approving the bid from Lopp Motors for the 2025 Chrysler Voyager LX for \$40,949. The Chrysler has better/more versatile cargo capacities (the middle seats go down if needed).

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount \$40,949.

Funds:

Not budgeted. Paid for with savings from Trolley

Budgeted Expense Grant Bonds Other

Legal Considerations: None

Mission/Values: Safety, Ongoing improvement, Excellence

Attachments: Bid tab

Approved for the Agenda by:

Ryan Reid, Director of Administrative Services

Name, Title

2024 10 29

Bid Tab: Mini Van for CVB

<u>Bidder</u>	<u>Desc</u>		<u>Total \$</u>
Midwest Kia	2025 Kia Carnival	\$	39,359.00
Legacy Chrysler	2025 Voyager	\$	39,955.00
Lopp Motors	2025 Voyager LX	\$	40,949.00
Lopp Motors	2025 Pacifica	\$	41,801.00
Kia Dodge City	2025 Kia Carnival LX	\$	43,004.50

90-120 Days



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Tanner Rutschman, PE, City Engineer
Date: November 4, 2024
Subject: Approve bid for East Wyatt Earp Blvd. & Ave. D Drainage Improvements, SD 2003
Agenda Item: New Business

Purpose: Complete the necessary improvements to the storm infrastructure at Ave. D & East Wyatt Earp Blvd. to capture storm water north of Wyatt Earp Blvd. and convey it underground.

Recommendation: Approve the bid with alternate from Building Solutions, LLC, for the necessary storm improvements in the amount of \$191,654.50.

Background: Avenue D near Wyatt Earp Blvd. carries storm water from a watershed that is similar in size to 3rd Avenue. When East Wyatt Earp Blvd. was reconstructed in the early 1990's, a section of Ave. D was reconstructed with an inverted crown (like 3rd Ave.) and a long storm box down the middle. This structure has not been able to capture all the storm water during rain events and allows large volumes of water to flow over the top of Wyatt Earp Blvd. and its south curb line causing erosion issues. The proposed improvements will capture the storm water in two large inlets north of the existing storm box and keep Wyatt Earp from overtopping in most rain events. A section of the south curb line of Wyatt Earp Blvd. will be replaced and a new sidewalk with a barrier curb will be constructed as part of the project as well.

The Engineer's Estimate for the project is \$167,052.50. The bid from Building Solutions came in 14.7% over the estimate with the large storm inlets accounting for large portion of the difference. Staff would like to work with Building Solutions to potentially value engineer some parts of the project but considers the bid to be reasonable. Funds for this project were included in the 2022 General Obligation Bond issuance and can also be pulled from the Water Fund and Special Streets since there is some waterline and street work.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Bid amount is \$191,654.50. The Engineer's Estimate for the project is \$167,052.50. Funds for this project were included in the 2022 General Obligation Bond issuance.

Amount: \$191,654.50

Fund: 2022 General Obligation Bond - \$150,000
Water Fund - \$13,300
Special Streets - \$28,354.50

Budgeted Expense Grant Bonds Other

Legal Considerations: By approving this bid from Building Solutions, LLC the City will enter into a contract with Building Solutions, LLC and be responsible to make payments to Building Solutions, LLC for completed work.

Mission/Values: This aligns with the City's Core Value of Ongoing Improvement, Safety, & Working Towards Excellence.

Attachments: Bid Tab

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

CITY OF DODGE CITY, KANSAS
 BID TABULATION

PROJECT: E. Wyatt Earp Blvd. & Ave. D Drainage

PROJECT #: SD 2003

BID DATE: 10/23/24

CONTRACTOR: Building Solutions, L.L.C.	
ADDRESS: 11106 Saddle Rd.	
CITY:	Dodge City
STATE:	Kansas
ZIP:	67801
LOW BIDDER	

ENGINEER'S ESTIMATE

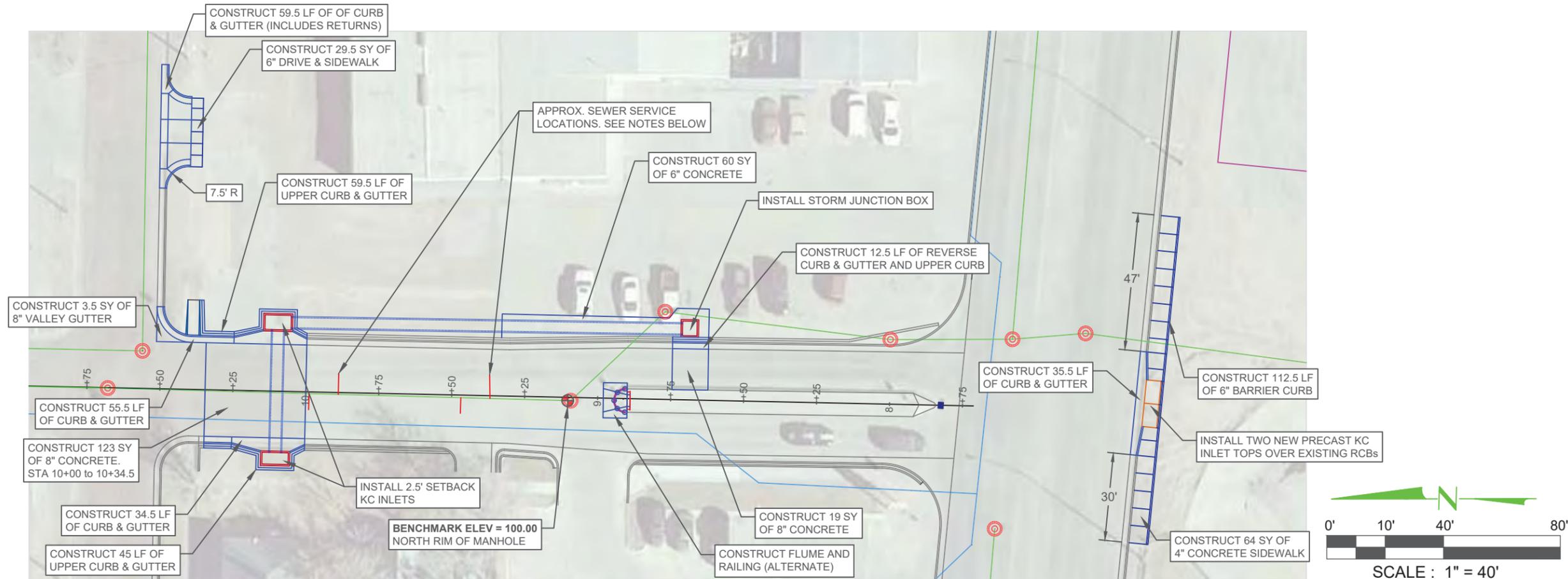
ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1	Mobilization	L.S.	1	\$15,000.00	\$ 15,000.00
2	Pavement Excavation	S.Y.	217	\$20.00	\$ 4,340.00
3	Brick Pavement Removal	S.Y.	122.5	\$25.00	\$ 3,062.50
4	6" Crushed Concrete	S.Y.	249.5	\$15.00	\$ 3,742.50
5	4" PCC Sidewalk	S.Y.	64	\$50.00	\$ 3,200.00
6	6" PCC Pavement	S.Y.	89.5	\$75.00	\$ 6,712.50
7	8" PCC Pavement	S.Y.	145.5	\$95.00	\$ 13,822.50
8	30" Standard Curb & Gutter	L.F.	185	\$37.50	\$ 6,937.50
9	30" Reverse Curb & Gutter	L.F.	12.5	\$42.50	\$ 531.25
10	18" Reverse Upper Curb	L.F.	117	\$35.00	\$ 4,095.00
11	6" Barrier Curb	L.F.	112.5	\$27.50	\$ 3,093.75
12	10'x5' KC Standard Inlet	Each	1	\$7,000.00	\$ 7,000.00
13	10'x6' KC Standard Inlet	Each	1	\$7,500.00	\$ 7,500.00
14	6'x6' Junction Box	Each	1	\$6,500.00	\$ 6,500.00
15	8'x5' Precast KC Inlet Top	Each	2	\$2,500.00	\$ 5,000.00
16	42" RCP, Installed	L.F.	153	\$175.00	\$ 26,775.00
17	29"x45" HERCP, Installed	L.F.	44	\$160.00	\$ 7,040.00
18	Connection to Existing Median Box	L.S.	1	\$2,000.00	\$ 2,000.00
19	8" Water Main (C900), Installed	L.F.	30	\$150.00	\$ 4,500.00
20	8" - 45° MJ Bend	Each	4	\$1,250.00	\$ 5,000.00
21	8" x 4" MJ Reducer	Each	2	\$900.00	\$ 1,800.00
22	Connect to Existing Water Main	Each	2	\$1,200.00	\$ 2,400.00
23	Abandon 4" Sanitary Sewer Service	Each	2	\$750.00	\$ 1,500.00
24	Erosion Control	L.S.	1	\$2,500.00	\$ 2,500.00
25	Permanent Seeding	L.S.	1	\$1,000.00	\$ 1,000.00
26	Traffic Control	L.S.	1	\$7,500.00	\$ 7,500.00
Bid Alternate					
1	Median Storm Structure Modification w/ Flume	L.S.	1	\$6,000.00	\$ 6,000.00
2	Pipe Railing, Installed	L.S.	1	\$8,500.00	\$ 8,500.00

UNIT PRICE	CONTRACT AMOUNT
\$18,000.00	\$ 18,000.00
\$31.00	\$ 6,727.00
\$31.00	\$ 3,797.50
\$23.00	\$ 5,738.50
\$55.75	\$ 3,568.00
\$69.00	\$ 6,175.50
\$90.00	\$ 13,095.00
\$36.00	\$ 6,660.00
\$36.00	\$ 450.00
\$30.00	\$ 3,510.00
\$8.00	\$ 900.00
\$11,825.00	\$ 11,825.00
\$12,250.00	\$ 12,250.00
\$8,000.00	\$ 8,000.00
\$5,775.00	\$ 11,550.00
\$196.00	\$ 29,988.00
\$205.00	\$ 9,020.00
\$1,450.00	\$ 1,450.00
\$160.00	\$ 4,800.00
\$1,125.00	\$ 4,500.00
\$1,000.00	\$ 2,000.00
\$1,000.00	\$ 2,000.00
\$475.00	\$ 950.00
\$4,250.00	\$ 4,250.00
\$4,700.00	\$ 4,700.00
\$8,500.00	\$ 8,500.00
\$4,500.00	\$ 4,500.00
\$2,750.00	\$ 2,750.00

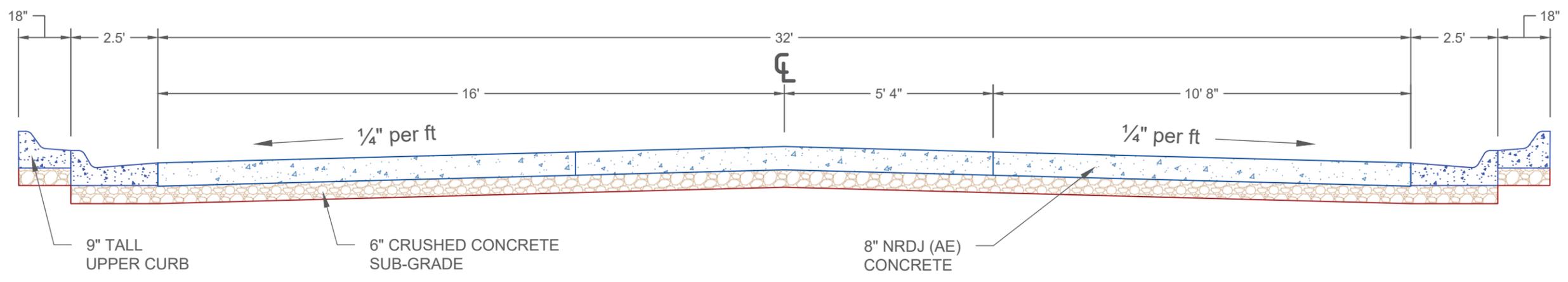
BASE BID \$ 152,552.50
 ALTERNATE \$ 14,500.00
 TOTAL \$ 167,052.50

BASE BID \$ 184,404.50
 ALTERNATE \$ 7,250.00
 TOTAL \$ 191,654.50

BID SECURITY 5%
 START DATE 2/3/2025



TYPICAL CROSS-SECTION



NOTES:
 THE EXISTING SANITARY SEWER SERVICES TO THE EAST SIDE OF THE ROAD ARE EXPECTED TO BE IN CONFLICT WITH THE NEW STORM SEWER PIPE BEHIND THE CURB. IF THIS IS THE CASE, THE CONTRACTOR SHALL PLUG AND ABANDON THE SERVICE/S AT THE TRENCH LINE. THIS SHALL BE DONE WITH A RUBBER BOOT OR CAP AND 3" OF CONCRETE COVER.
 6" OF CRUSHED CONCRETE WILL BE REQUIRED UNDER ALL STREET PAVEMENT AND CURB & GUTTER (UPPER CURB INCLUDED). DRIVEWAY PAVEMENT, DRIVEWAY RETURNS, CURB ALONG THE SIDE OF THE ADA RAMP AND 6" PARKING LOT CONCRETE WILL ONLY REQUIRE COMPACTED SUB-GRADE.

DRAWN BY TJR	CITY OF DODGE CITY, KANSAS CITY HALL ENGINEERING DEPARTMENT (620) 225-8106	PROJECT NO SD 2003
CHECKED BY RS	PLAN SHEET	SHEET OF 3 9
DATE 10/24	E. Wyatt Earp Blvd. & Ave. D Drainage Improvements E. WYATT EARP BLVD. & AVE. D	REVISIONS



Memorandum

To: Nick Hernandez, City Manager and City Commissioners

From: Ray Slattery, PE, Director of Engineering Services

Date: November 4, 2024

Subject: Approve Change Order (CO) #18 for the Expansion of the S. WWTP from UCI – SS 2101

Agenda Item: New Business

Purpose: This side streamline will allow treated National Beef effluent from aerobic #2 to be pumped into Anaerobic #3 that treats Hilmar’s wastewater to help offset the pH levels.

Recommendation: Approve CO #18 for construction of a side stream pipeline from Aerobic #2 to Anaerobic #3 in the amount of \$137,978.00 and a monthly rental fee of pumps and meter for \$10,120 per month for up to 11 months (\$111,320.00).

Background:

Change Order #18 consists of the materials and rental equipment to construct and transfer 1.5 MGD of treated effluent from Aerobic #1 to Anaerobic #3. Since Anaerobic #4 isn’t online and will not be for some time, the planned side stream pumpstation and line will not be able to supply treated effluent to Anaerobic #3 to help control the pH of the Hilmar wastewater. We can use chemical dosing to control the pH. However, it is projected that the cost of the chemical, sodium bicarbonate, alone could cost up to \$3,600 a day (\$1,314,000 annually). That doesn’t include the cost of equipment to mix and feed the sodium bicarbonate into the waste stream. There are also increased health and safety risks from handling the chemical, increased risk to operation if the supply chain is disrupted and the chemical cannot be delivered when it’s needed, and an increased operation and maintenance burden associated with the chemical feed equipment and chemical handling. It can have a negative impact on biogas production if it is either overdosed or underdosed, monitoring and adjusting the dosing would be very critical. Another concern is that the sodium content of the effluent used for irrigation may increase. This in turn would require additional soil amendments to take care of the increase in sodium levels.

Change Order #18 includes, one months rental of an electric operated pump, a standby diesel operated pump, and flow meter, extending power to the pump location to operate the electric pump, along with all the necessary piping and valving to transfer the water from Aerobic #1 to Anaerobic #3.

If neither the side stream or chemical dosing takes place, there is a possibility that the operation of Anaerobic #3 could cease and there would be no way to treat the wastewater from Hilmar.

Here is a summary of the CO’s to date.

- CO #1 – Addition of Earthwork to UCI’s GMP – Additional \$7,256,549.86
- CO #2 – Bentonite Sealing of Anaerobic and Aerobic Lagoons, not needed after further clarification from KDHE - \$0.00
- CO #3 – Retaining Wall, after further investigation, CO #5 was required for Retaining Wall - \$0.00

- CO #4 – Change in Seeding of disturbed areas, Deduct and added to Contingency – Decrease of \$72,586.15, added to Contingency
- CO #5 – Retaining Wall for Anaerobic #4 – Additional \$376,922.00
- CO #6 – Installation of the H2S removal Vessels – Additional \$374,150.00
- CO #7 – Extra Work required for Sub-base of Lift Stations – Additional \$125,974.00 taken from Contingencies.
- CO #8 – HDPE Liner – Additional \$1,089,825.00
- CO #9 – Removed from UCI Project
- CO #10 – Removed from Project
- CO #11 – Redundant Communications – Additional \$142,561.00
- CO #12 – Hilmar Crane Upgrade - Additional \$27,695.00, taken from Contingencies.
- CO #13 – Additional Concrete Coating Area – Additional \$60,764.00, taken from Contingencies.
- CO #14 – Removable Grating – Additional \$12,985.00, taken from Contingencies.
- CO #15 – Heat Exchanger/Chiller – Additional \$542,810.00.
- CO #16 – 10” Flame Trap, GHB1 Flow Meter, Upsizing Inter. Pump St. Crane - Additional \$60,239.00, taken from Contingencies.
- CO #17 – Under Review \$87,012.00
- CO #18 – Side Stream - \$137,978.00 plus up to \$111,320 for equipment rental from Contingencies

Change Order Total to date - \$10,135,866.71 (\$1,789,491.85 excluding CO #1 & #8)

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations:

Amount \$: \$137,978.00 added to Contract. The \$111,320.00 equipment rental from Contingency. WWTP was budgeted at \$62 Million we are currently at \$58.6 Million.

Fund:

Budgeted Expense Grant Bonds Other SRF

Legal Considerations: This Change Order will be added to the UCI’s GMP Contract.

Mission/Values: This aligns with the City’s Core Value of Ongoing Improvement, Safety, Working Towards Excellence.

Attachments: CO #18 and CO Summary

Approved for the Agenda by:

Ray Slattery, PE

Ray Slattery, PE, Dir. of Engineering Services

Change Order

Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Distribution

- City of Dodge City
 Professional Engineering Consultants
 Office Field
 Other

Job: City of Dodge City Package 3 – System Expansion
122025. P.O. Box 880
Dodge City, KS 67801

Contract Number: Dodge City Wastewater System Expansion Package 3 dated November 7th, 2022.

CO #: 18
Seq #: 1

Contractor: Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Change Order Date: 10/29/24

Change Order Page: 1

C.O. Item	Contract Item	Quantity	UM	Description	Unit Price	Amount
18	1		LS	Pumping 1.5mgd to mix Hilmar and NB into Anaerobic Cell #3		\$137,978.00

Change Order 18 per the attached description, breakdown, drawing, and quotes.

**Every additional month after the first month will have a \$10,120 rental fee(Includes pump, backup pump, and flow meter).*

*CO#18 requires 5 additional working days.

Not valid until signed by both the Owner and Architect. Signature of the Contractor indicates the Contractor's agreement herewith, including any adjustment in the Contract Sum or Contract Time.

CO# 18 to be deducted from Contingency.

Authorized By Owner: _____
City of Dodge City
P.O. Box 880
Dodge City, KS 67801

Accepted By Contractor: _____
Utility Contractors Inc
PO Box 9592
Wichita, KS 67277-0592

Engineer: _____
Professional Engineering Consultants
303 S Topeka
Wichita, KS 67202



1930 S. Hoover • Wichita, KS • 67209 • Phone 316.265.9506 • Fax 316.265.8314

Project Title: City of Dodge City, Ks. Package 1 & 3 System Expansion

Proposed Change Order - 18

Title: 1.5mgd to mix Hilmar and NB into Anaerobic Cell #3

Additional Days for PCO : 5 days

Description: Pumping 1.5mgd to mix Hilmar and NB into Anaerobic Cell#3. Below is the cost for buying the pipe materials(includes installation as well) and renting the pump, backup pump, and flow meter(includes delivery and pickup, 1 month rental cost in below breakdown). For every additional month the pump and flow meter rental rate would be \$10,120(includes UCI's 10% OH & 5% Profit). Also, included in the cost below is the installation of a header pipe w/backup pump connection, and 2ea road crossings.

DIRECT LABOR	Rate	Unit	Duration	Subtotal
Supervisor	\$75.00	MH	50	\$3,750
Operator 1ea	\$44.00	MH	50	\$2,200
Concrete / Pipe Tech 3ea	\$35.00	MH	150	\$5,250
Ironworker (Reinforcing and Structural)	\$43.47	MH	0	\$0
Operator 2ea (OT)	\$66.00	MH	0	\$0
Concrete / Pipe Tech 3ea (OT)	\$52.50	MH	0	\$0
DIRECT LABOR TOTAL			250	\$11,200
MATERIALS				Subtotal
Braces / Ramps / Misc Materials				\$3,500
United Rental Pipe Materials per quote				\$25,040
Winwater Pipe Materials				\$4,585
				\$0
				\$0
MATERIAL TOTAL				\$33,125
EQUIPMENT RENTAL	Rate	UNIT	Duration	Subtotal
PU Truck	\$80.00	DY	5	\$400
303.5 Cat Exc	\$80.00	DY	2	\$160
Cat 289 Skidsteer	\$167.00	DY	2	\$334
Loader 624	\$200.00	DY	0	\$0
325 Cat Exc	\$294.00	DY	0	\$0
Telehandler	\$160.00	DY	5	\$800
United Rental Pump Rental (Pump, Backup Pump, Flow Meter)	\$8,800.00	MO	1	\$8,800
Subtotal				\$10,494
Misc Equipment Running Costs				Subtotal
Fuel, oil, gas, grease (30% of Equipment Rental Cost)				\$3,148
Equipment Hauling (Equipment is on site)				\$130.00 HR 0 \$0
Subtotal				\$3,148
EQUIPMENT TOTAL				\$13,642
GENERAL EXPENSE				
Labor				
Project Leader	\$95.00	MH	8	\$760
Site Manager	\$95.00	MH	0	\$0
Production Leader	\$105.00	MH	0	\$0
Production Associate	\$85.00	MH	8	\$680
QA/QC Associate	\$85.00	MH	0	\$0
Procurement Associate	\$85.00	MH	0	\$0
Safety Supervisor	\$85.00	MH	0	\$0
Subtotal			16	\$1,440
Materials				
Safety provisions	\$1.00	MH	266	\$266
Area yard charges	\$1.00	MH	266	\$266
Small tools	\$1.50	MH	266	\$399
Subsistence (mhs/10)	\$150.00	Day	27	\$4,050
Utilities	\$15.00	Day	0	\$0
Office Facilities	\$45.00	Day	0	\$0
Subtotal				\$4,981
GENERAL EXPENSE TOTAL				\$6,421
UCI TOTAL WORK ITEMS				\$64,388
UCI Overhead				10%
				\$6,438.82
Subtotal				\$70,827.02
UCI Profit				5%
				\$3,541.35
UCI TOTAL COST				\$74,368
SUBCONTRACTS				
United Rental (Delivery, Pickup, Enviromental Service Charge)				\$8,060
Mayer Specialties (Hot Tap)				\$1,750
Nowak Construction (HDPE Welding - 2.5 days)				\$12,500
Shelley Electric per quote				\$34,275
SUBCONTRACT TOTAL WORK ITEMS				\$56,585
UCI SUBCONTRACT FEE				10%
				\$5,658.50
UCI SUBCONTRACT TOTAL COSTS				\$62,244
TOTAL COST (UCI WORK AND SUBCONTRACTORS)				\$136,612
Insurance				1.0%
				\$1,366
CHANGE ORDER TOTAL				\$137,978



Pump Location

Tie-In Point to 20" Line

Image © 2024 Airbus

Google Earth

Note: Outlined items are the purchased items

240358982

Job Site

UCI YARD
1850 S HOOVER RD
WICHITA KS 67209-2816
Office: 316-265-9506 **Cell:** 316-648-1863

Customer # : 1248713
Quote Date : 10/23/24

UR Job Loc : 1850 S HOOVER RD , W
UR Job # : 63
Customer Job ID:
P.O. # : TBD
Ordered By : ED BENDER
Written By : BRODY SCHLEGEL
Salesperson : BRODY SCHLEGEL

UCI
PO BOX 9592
UTILITY CONTRACTORS DBA UCI
WICHITA KS 67277-0592

**This is not an invoice
Please do not pay from this document**

Qty	Equipment #	Price	Amount
4	5372720 CC: 537-2720 HOSE 6X20 TANK TRUCK - CAMLOCK	875.00	3500.00
4	5382710 CC: 538-2710 HOSE 8X20 TANK TRUCK - FLANGED	3500.00	14000.00
1	5452409 CC: 545-2409 8" HDPE PIPE DR26 650' OF 8" POLY PIPE	6300.00	6300.00
1	5231108 CC: 523-1108 FLOW METER MAGNETIC 8"	3500.00	3500.00
1	5202003 CC: 520-2003 PUMP 6" VAC ASSIST - DIESEL	15000.00	15000.00
8	5452275 CC: 545-2275 8" HDPE FLANGE W/BACKUP RING	55.00	440.00
5	5456836 CC: 545-6836 8" DR17 HDPE 90 DEGREE ELBOW	160.00	800.00
1	10756976 CC: 520-2022 PUMP 6" VAC ASSIST - ELECTRIC Make: CORNELL Model: 6612T-RP-60 Serial #: 220663 Model Year: 18 HR OUT: 1.000	28000.00	28000.00
1	VFD37580 CC: 523-3014 VFD PANEL - 200HP - 460V - NEMA 3R OR 4 Make: BAKERCORP Model: VFD-200 Serial #: 1831576 Model Year: 13	9500.00	9500.00
Sub-total:			81040.00
Total:			81040.00

CONTACT: ED BENDER
CELL#: 316-648-1863

Note: This proposal may be withdrawn if not accepted within 30 days.

WHERE PERMITTED BY LAW, UNITED RENTALS MAY IMPOSE A SURCHARGE OF 2.0% FOR CREDIT CARD PAYMENTS ON CHARGE ACCOUNTS. THIS SURCHARGE IS NOT GREATER THAN OUR MERCHANT DISCOUNT RATE FOR CREDIT CARD TRANSACTIONS AND IS SUBJECT TO SALES TAX . THIS IS NOT A SALE AGREEMENT/INVOICE. THE ITEMS LISTED ABOVE ARE SUBJECT TO AVAILABILITY AND ACCEPTANCE OF THE TERMS AND CONDITIONS OF UNITED'S SALE AGREEMENT/INVOICE WHICH ARE AMENDED FROM TIME TO TIME AND POSTED ONLINE AT <https://www.unitedrentals.com/legal/sale-agreement> AND INCORPORATED HEREIN BY REFERENCE. A PAPER COPY OF THE SALE AGREEMENT/INVOICE TERMS IS AVAILABLE UPON REQUEST.

Note: Outlined items are the monthly rentals

RENTAL QUOTE

240156226

Job Site

INTERMEDIATE LIFT STATION
11560 112 RD
DODGE CITY KS 67801

Office: 316-265-9506 Job: 316-265-9506

Customer # : 1248713
Quote Date : 10/15/24
Estimated Out : 11/04/24 06:00 PM
Estimated In : 12/02/24 06:00 PM
UR Job Loc : 11560 112 RD, DODGE
UR Job # : 307
Customer Job ID:
P.O. # : TBD
Requested By : ED BENDER
Approved By : JOHN ARNOLD
Salesperson : BRODY SCHLEGEL

**This is not an invoice
Please do not pay from this document**

UCI
PO BOX 9592
UTILITY CONTRACTORS DBA UCI
WICHITA KS 67277-0592

RENTAL ITEMS:							
Qty	Equipment	Description	Minimum	Day	Week	4 Week	Estimated Amt.
1	5202020	PUMP 6" SELF PRIME - ELECTRIC		700.00	1,400.00	4,500.00	4,500.00
4	537/2720	HOSE 6X20 TANK TRUCK - CAMLOCK		91.00	180.00	536.00	2,144.00
4	538/2710	HOSE 8X20 TANK TRUCK - FLANGED		140.00	275.00	850.00	3,400.00
650	545/2409	8" HDPE PIPE DR26		1.00	1.00	3.00	1,950.00
8	545/2275	8" HDPE FLANGE W/BACKUP RING		10.00	20.00	80.00	640.00
5	545/6836	8" DR17 HDPE 90 DEGREE ELBOW		50.00	100.00	298.00	1,490.00
1	523/1108	FLOW METER MAGNETIC 8"		169.00	505.00	1,300.00	1,300.00
1	5202003	PUMP 6" VAC ASSIST - DIESEL		400.00	1,000.00	3,000.00	3,000.00
1	5233014	VFD PANEL - 200HP - 460V - NEMA 3R OR 4		1,004.00	2,008.00	6,023.00	6,023.00
						Rental Subtotal:	24,447.00
SALES/MISCELLANEOUS ITEMS:							
Qty	Item		Price	Unit of Measure	Extended Amt.		
2	DELIVERY RENTAL CONTRACT DELIVER EQUIPMENT TO SITE	[DELIVERY/MCI]	750.000	EACH	1,500.00		
2	PICKUP ON RENTAL CONTRACT PICKUP FROM SITE	[PICKUP/MCI]	750.000	EACH	1,500.00		
1	DELIVERY SOURCING FOR ELECTRIC PUMP, VFD, HDPE PIPE	[DEL/MCI]	5000.000	EACH	5,000.00		
1	ENVIRONMENTAL SERVICE CHARGE	[ENV/MCI]	60.000	EACH	60.00		
						Sales/Misc Subtotal:	8,060.00
						Agreement Subtotal:	32,507.00
						Estimated Total:	32,507.00

COMMENTS/NOTES:

CONTACT: ED BENDER
CELL#: 316-648-1863

One time fee listed in subcontracts.

This proposal may be withdrawn if not accepted within 30 days. The above referenced Rental Protection Plan, environmental, and tax charges are estimates and are subject to change.

NOTICE: This is not a rental agreement. The rental of equipment and any items listed above is subject to availability and subject to the terms and conditions of the Rental and Service Agreement, which are available at <https://www.unitedrentals.com/legal/rental-service-terms-US> and which are incorporated herein by reference. A COPY OF THE RENTAL AND SERVICE AGREEMENT TERMS ARE AVAILABLE IN PAPER FORM UPON REQUEST.



Shelley Electric, Inc.

3619 W 29th St South
PO Box 12124
Wichita, KS 67277
Ph 316-945-8311
Fax 316-945-2604

October 29, 2024

Mr. Walter Marcotte
UCI

VP-Estimating

WMarcotte@ucict.com

(316) 265-9506

Dodge City WWTP – Bypass Pumping

We are pleased to provide you with a quote for your consideration for the above project.

Base Bid: \$ 34,275.00

Scope of work:

- Includes providing 100A 480V power 250' to the bypass pump location. Plan is to disconnect one of the aeration basin blowers and use the existing 100A breaker.
- Includes providing 24VDC to the flow meter located within 20 feet of the bypass pump.
- Includes core drilling the existing building to access the MCC.
- Excludes Pedrotti programming. This system will not be monitored through the SCADA system.
- Excludes SALES TAX.

If you have any questions, please call me at (316) 945-8311

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

Curtis Mitchell
VP-Estimating

SHELLEY ELECTRIC, INC.

**Change Order #006 Bypass Pumping
PRICING SUMMARY**

Description: Power to the Bypass Pump and a Flow Meter

I MATERIAL			
A. Per Extend Sheet		\$	8,418.06
B. Quoted Items	MCC Re-Work	\$	1,750.00
C. Subcontractor		\$	-
		\$	-
		\$	-
TOTAL MATERIAL COSTS			\$ 10,168.06
II LABOR COSTS			
	HOURS	RATE	
A. Journeyman	168.65	\$ 35.00	\$ 5,902.75
Journeyman O.T.	0	\$ 52.50	\$ -
Foreman (16% of JW)	26.98	\$ 38.50	\$ 1,038.73
Foreman O.T.	0	\$ 57.75	\$ -
Gen Foreman	0	\$ 42.00	\$ -
Gen Foreman O.T.	0	\$ 63.00	\$ -
B. Burden %	75%		<u>\$5,206.11</u>
TOTAL LABOR COSTS			\$ 12,147.59
TOTAL DAYS ADDED TO THE PROJECT:			24.5
III EQUIPMENT COSTS			
A. Small Tools (4.5%) of Labor Cost		\$	546.64
B. Rental Equipment			
C. Transportation Costs (6%) of materials		\$	505.08
D. Storage Costs (3.5%) of materials		\$	<u>355.88</u>
TOTAL EQUIPMENT COSTS			\$ 1,407.61
IV JOB COSTS EXPENSES			
A. Offsite storage & Pre-fab		\$	223.16
B. Bonds, Security, Project Insurance		\$	-
C. Permits, Fees		\$	-
D. Safety Equipment (2%) of Labor Costs		\$	242.95
E. Freight (3%) of quoted items		\$	52.50
F. Mobilize/Demobilize		\$	-
G. Document Controls		\$	223.16
H. Warrany		\$	111.58
I. Technology		\$	446.31
J. Per Diem (\$125 per day)		\$	<u>3,062.50</u>
			\$ 4,362.16
V TOTAL PRIME COST			\$ 28,085.41
VI OVERHEAD @ 13%			\$ 3,651.10
VII TOTAL NET COSTS			\$ 31,736.52
VIII SUBTOTAL			\$ 31,736.52
IX PROFIT @ 8%			\$ 2,538.92
X SALES TAX PERCENTAGE 7.50%			\$ -
XI TOTAL AND SELL PRICE FOR DIRECT COSTS			\$ 34,275.00
PREPARATION FEE			\$ -
	HOURS	RATE	
	0	\$ 125.00	
TOTAL CHANGE TO CONTRACT			\$ 34,275.00
TOTAL DAYS ADDED TO THE CONTRACT			24.5

Item #	Item Name	Quantity	Bid Price	Ext Bid Price	Labor *	Ext Labor * CCode
Combined->Combined->Combined->Combined->Combined				\$8,418.06		168.65
<none>				\$1,650.00		50.00
100,023	EQUIPMENT STAND	1.00	\$300.00 E	\$300.00	4.00 E	4.00 _
100,031	BACK TO ORIGINAL	1.00	\$600.00 E	\$600.00	36.00 E	36.00 _
100,033	IJB	1.00	\$750.00 E	\$750.00	10.00 E	10.00 _
Branch Rough				\$1,053.94		28.22
2,098	3/4 GRC	40.00	\$391.63 C	\$156.65	6.00 C	2.40 cb
2,134	3/4 GRC 90 ELBOW	2.00	\$2,158.20 C	\$43.16	0.40 E	0.80 cb
2,341	3/4 GRC COUPLING	2.00	\$317.40 C	\$6.35	6.00 C	0.12 cb
2,480	3/4 GRC SEAL OFF	2.00	\$31.84 E	\$63.67	0.60 E	1.20 cb
3,819	3/4 GRC LB BODY	1.00	\$17.68 E	\$17.68	0.65 E	0.65 cb
3,831	3/4 GRC T BODY	2.00	\$22.14 E	\$44.28	1.00 E	2.00 cb
4,102	3/4 GRC FLAT COVER	1.00	\$9.23 E	\$9.23	0.00 X	0.00 cb
4,111	3/4 COND BODY NEO GASK	1.00	\$5.25 E	\$5.25	0.00 X	0.00 cb
4,591	3/4 LOCKNUT	8.00	\$12.80 C	\$1.02	0.12 E	0.96 cb
4,592	1 LOCKNUT	2.00	\$22.26 C	\$0.45	0.13 E	0.26 cb
4,661	3/4 BUSH PLASTIC	4.00	\$31.00 C	\$1.24	0.12 E	0.48 cb
4,773	3/4 HUB INSULATED	1.00	\$1,553.25 C	\$15.53	0.00 C	0.00 cb
4,810	3/4 SS316 LINE TERMINATOR HUB	2.00	\$55.15 E	\$110.30	0.00 C	0.00 cb
4,912	3/4 3 PIECE UNION	1.00	\$533.18 C	\$5.33	0.70 E	0.70 cb
4,962	3/4-1/2 REDUCING BUSHING	2.00	\$343.66 C	\$6.87	0.15 E	0.30 cb
5,253	1 GRC 1H STL STP	37.38	\$65.40 C	\$24.44	4.00 C	1.50 cb
5,271	3/4 GRC 1H MAL STP	2.50	\$103.80 C	\$2.60	4.00 C	0.10 cb
5,297	3/4 GRC 2H STL STP	3.25	\$18.60 C	\$0.60	4.50 C	0.15 cb
7,944	1 PVC 40 UG	275.00	\$181.29 C	\$498.54	5.25 C	14.44 cb
7,995	1 PVC 40 90 ELBOW	3.00	\$4.48 E	\$13.44	0.25 E	0.75 cb
8,438	1 PVC MALE TERM	2.00	\$71.24 C	\$1.42	0.18 E	0.36 cb
8,464	1 PVC COUPLING	3.00	\$115.71 C	\$3.47	5.25 C	0.16 cb
8,843	1/2 LIQUIDTIGHT FLEX	6.00	\$73.88 C	\$4.43	4.00 C	0.24 cb
8,855	1/2 LIQUIDTIGHT FLEX CONN	2.00	\$358.25 C	\$7.17	0.15 E	0.30 cb
8,903	1/2 LIQUIDTIGHT 90 FLEX CONN	2.00	\$540.75 C	\$10.82	0.18 E	0.36 cb
Branch Wire				\$424.76		7.73
10	14 THHN CU STRANDED	30.00	\$156.10 M	\$4.68	5.00 M	0.15 wb
11	12 THHN CU STRANDED	30.00	\$262.00 M	\$7.86	6.00 M	0.18 wb
12	10 THHN CU STRANDED	954.00	\$392.00 M	\$373.97	7.00 M	6.68 wb
1,023	1PR #16 OA SHLD 600VOLT TC CABLE	45.00	\$850.00 M	\$38.25	16.00 M	0.72 wb
Control Piping				\$0.00		1.00
34,031	FE-FLOW ELEMENT-MTG ONLY	1.00	\$0.00 Q	\$0.00	1.00 E	1.00 cp
Drill, Cutting/Core				\$225.00		1.75
27,560	3X8 CORE-DRILL CONCRETE W/LAYOUT	1.00	\$225.00 E	\$225.00	1.75 E	1.75 md
Equipment				\$285.00		7.25
22,244	INSTR STAND	1.00	\$250.00 E	\$250.00	1.25 E	1.25 eq
100,030	REWORK 100A BREAKER	1.00	\$35.00 E	\$35.00	6.00 E	6.00 eq
Feeder Rough				\$1,656.03		28.46
2,100	1 1/4 GRC	15.00	\$1,191.24 C	\$178.69	8.00 C	1.20 cf
2,136	1 1/4 GRC 90 ELBOW	5.00	\$2,713.58 C	\$135.68	0.60 E	3.00 cf
2,293	1 1/4 GRC BEND	0.00	\$0.00 X	\$0.00	0.00 E	0.00 cf
2,343	1 1/4 GRC COUPLING	5.00	\$426.80 C	\$21.34	8.00 C	0.40 cf
3,821	1 1/4 GRC LB BODY	1.00	\$42.24 E	\$42.24	1.00 E	1.00 cf
4,104	1 1/4 - 1 1/2 GRC FLAT COVER	1.00	\$19.76 E	\$19.76	0.00 X	0.00 cf
4,113	1-1/4 CND BDY NEO GASK	1.00	\$9.04 E	\$9.04	0.00 X	0.00 cf
4,593	1 1/4 LOCKNUT	6.00	\$32.34 C	\$1.94	0.17 E	1.02 cf
4,663	1 1/4 BUSH PLASTIC	2.00	\$44.20 C	\$0.88	0.17 E	0.34 cf
4,812	1 1/4 SS316 LINE TERMINATOR HUB	2.00	\$82.85 E	\$165.70	0.00 C	0.00 cf
5,254	1 1/4 GRC 1H STL STP	39.13	\$88.20 C	\$34.51	4.25 C	1.66 cf
7,945	1 1/4 PVC 40 UG	250.00	\$260.98 C	\$652.44	6.00 C	15.00 cf

Extension Name: BYPASS PUMPING

[ItemsAndByproducts]

Report: Bid Price & NECA 1 by CC

7,996 1 1/4 PVC 40 90 ELBOW	3.00	\$6.92 E	\$20.76	0.32 E	0.96 cf
8,439 1 1/4 PVC MALE TERM	2.00	\$142.02 C	\$2.84	0.20 E	0.40 cf
8,465 1 1/4 PVC COUPLING	3.00	\$174.14 C	\$5.22	6.00 C	0.18 cf
25,732 J-BOX SUPT FOR1 JUNCTION BOX	1.00	\$60.00 E	\$60.00	0.80 E	0.80 cf
25,737 20X16X10 HNG CVR ENCL C2016B4	1.00	\$305.00 E	\$305.00	2.50 E	2.50 cf
100,237 (3) #2 (1) #8 1 1/4" PVC	250.00	\$0.00 X	\$0.00	0.00 X	0.00 cf
100,238 (3) #10 1" PVC	275.00	\$0.00 X	\$0.00	0.00 X	0.00 cf
Feeder Wire			\$3,078.92		23.31
14 6 THHN CU STRANDED	295.00	\$1,037.00 M	\$305.92	11.00 M	3.25 wf
17 2 THHN CU STRANDED	1,180.00	\$2,350.00 M	\$2,773.00	17.00 M	20.06 wf
Hangers/Anchors			\$19.73		15.70
5,539 1/4-20 X 3/4 RH MACH SCREW	79.00	\$4.85 C	\$3.83	2.75 C	2.17 ch
5,841 10 X 1-1/2 COMB PAN HD TAP SCR	5.00	\$9.95 C	\$0.50	6.00 C	0.30 ch
5,903 1/4 FLAT STEEL WASHER	84.00	\$2.83 C	\$2.38	0.70 C	0.59 ch
5,973 1/4 MACHINE BOLT ANCH	79.00	\$16.49 C	\$13.03	16.00 C	12.64 ch
Lugs/Termination/Ground			\$0.80		4.40
9,591 #16 CONTROL TERMINATON	4.00	\$0.00 X	\$0.00	0.20 E	0.80 sl
9,592 #14 CONTROL TERMINATON	10.00	\$0.00 X	\$0.00	0.20 E	2.00 sl
9,593 #12 CONTROL TERMINATON	6.00	\$0.00 X	\$0.00	0.20 E	1.20 sl
9,723 WIRE ID MACHINE CODED SLEEVE	8.00	\$0.10 E	\$0.80	0.05 E	0.40 sl
MCC/Controls			\$0.00		0.50
42,946 1 HOUR LABOR (CONTROLS.)	0.50	\$0.00 X	\$0.00	1.00 E	0.50 sm
Panels/Loadcenters			\$23.88		0.34
19,496 QOB-120 120/240V CB	1.00	\$23.88 E	\$23.88	0.34 E	0.34 sp
			\$8,418.06		168.65

Jason Brady

From: Ed Bender
Sent: Tuesday, October 29, 2024 9:17 AM
To: Walter Marcotte; Jason Brady
Subject: Fw: Fusion Services - 8" DR26 Dodge City KS

Get [Outlook for Android](#)

From: Greg Post <greg@nowakconstruction.com>
Sent: Tuesday, October 29, 2024 9:12:53 AM
To: Ed Bender <ebender@ucict.com>; Jesse Nowak <jesse@nowakconstruction.com>
Subject: Fusion Services - 8" DR26 Dodge City KS

Ed,

Figure on the following:

\$150.00/HR Mob Cost
\$350.00/HR Fusion Crew (2 man plus fusion machine)
\$150.00/Man/Day lodging & per diem

I would think we are looking at 2.5 days to make 40 welds. Let me know what you want to do. We will need as much notice as possible to schedule our crews. Call me with any questions.

Greg Post
Project Manager
Nowak Construction Company, Inc.
200 South Goddard Road
PO Box 218
Goddard, KS 67052
O 316-794-8898
C 316-253-5548



Jason Brady

From: Walter Marcotte
Sent: Monday, October 28, 2024 5:53 PM
To: Jason Brady
Subject: FW: Bypass Pumping



Walter Marcotte

VP Estimating

main 316-265-9506

direct 316-239-7772

cell 316-640-3529

www.uciconstructs.com

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From: Jeremiah Bradley <jcbradley@winsupply.com>
Sent: Wednesday, October 23, 2024 10:16 AM
To: Walter Marcotte <wmarcotte@ucict.com>
Subject: Bypass Pumping

Hey Walter,

I would inquire if united can fuse a mj adapter on so you can use a Flange x Mj Gate valve,

8" FXMJ Gate Valve- \$1660 Wichita Stock

8" FXF Gate Valve- \$1726 6 weeks kennedy, 8-10 Clow, Will check with other win companies.

Carbon Steel Epoxied, SS Hardware, \$955+ FRT 7-8 Day lead time.

All SS Tapping Sleeve \$1525+FRT 6 Days

Note: Outlined
Items are the items
purchased

--

***Thanks,
Jeremiah C. Bradley
Wichita Winwater Works***

6" Electric Pump

Vacuum Assisted

Product Description

Electric motor driven centrifugal pump equipped with vacuum-assisted priming system. Trailer mounted for easy transportation having the following additional features: Run dry mechanical seal, Auto-start control and telemetry system.

Technical Data

Operating Parameters

Min. / Max. Flow	410 gpm / 2600 gpm
Min. / Max. Shutoff Head	74 ft (32psi) / 164 ft (71psi)
Maximum Casing Pressure	175 psi
Maximum Temperature	200°F
Maximum Solid Size	3 inch
Min. / Max. Pump Speed	1200 rpm / 1800 rpm

Pump & Accessory Specifications

Suction / Discharge Size	6 inch / 6 inch
Impeller Diameter	12 inch
Vacuum System - Type / Capacity	Diaphragm / 50 CFM

Casing	Ductile Iron
Impeller	Ductile Iron
Wear Ring	Cast Iron
Shaft	Stressproof Steel
Mechanical Seal Faces	Silicon-Carbide / Silicon-Carbide
Mechanical Seal Lubrication	ISO Viscosity Grade 32 or Lower <i>(synthetic recommended)</i>
O-rings & Gaskets	Buna-N & Viton
Check Valve Body	Ductile Iron
Check Valve Flapper	Buna-N
Check Valve Type	Swing type

Driver Properties

Driver Type	Electric Motor
Driver Make	Toshiba
Model	0604SDSR41A-P
Max. Continuous Rating	60 hp
Polarity / Full-load Speed	4 / 1775 RPM
Phase / Frequency / Voltage	3 ph / 60 Hz / 230 V & 460 V
Enclosure / IP Rating / Insulation Class	TEFC / 55 / F
Service Factor	1.15
NEMA Nominal Efficiency	95 %
Full Load Current	138 / 69 Amps
Locked Rotor Current - Direct Online	870 / 435 Amps
Locked Rotor Current - w/ Soft Starter	110 Amps
Frame	364T



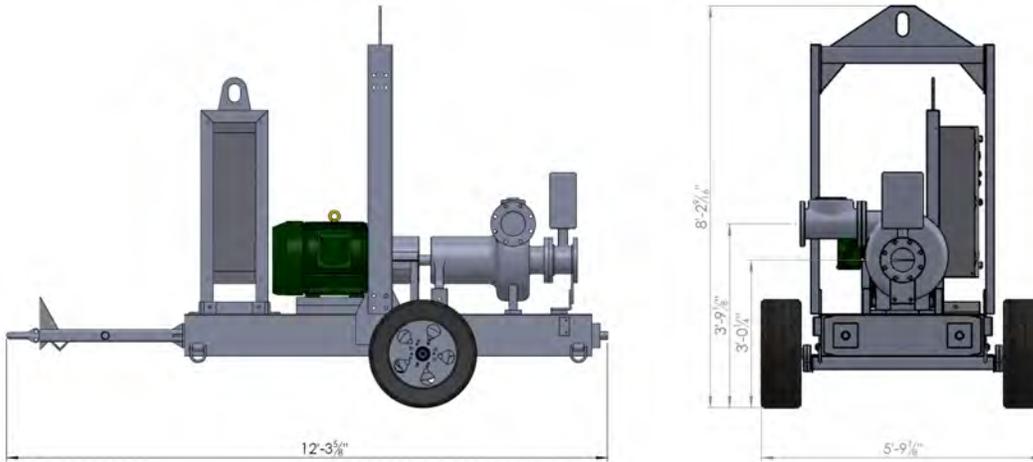
Notes

- Performance data based on water at 60°F
- Maximum temperature is the equipment material limitation. Based on the application, process, product and NPSH requirements, the maximum allowable temperature could be lower
- All electric units come with Toshiba Soft Starter NEMA 4 panel by default. When used, the soft starter limits the starting current requirement
- The motor is inverter duty rated for operation with VFD. When a VFD is used, care should be taken in sizing, setup and wiring
- Performance curve indicates operation range when a VFD is utilized. If the motor is run direct online or with a soft starter, the pump will operate only at the full-load speed indicated in Driver Properties.
- Full-load and locked rotor current vary based on the supply voltage. Higher amperage corresponds to the lower supply voltage and vice-versa.

6" Electric Pump

Vacuum Assisted

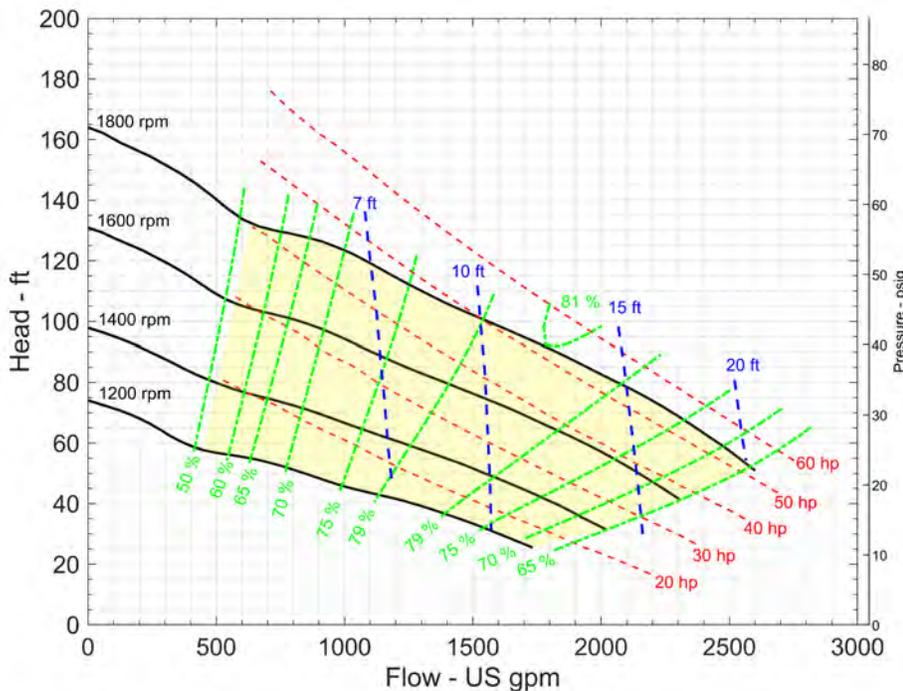
Dimensional Drawing



Dimensional Details

Total Weight wo/Fuel	4767 lbs
Total Weight w/Fuel	4767 lbs
Overall Height	99 inch
Overall Width	70 inch
Overall Length	148 inch

Performance Curve



Pump Make	Cornell
Pump Model	6612T
Operating Speed	Variable
Min. Speed	1200 rpm
Max. Speed	1800 rpm
Impeller Rated Dia.	12 inch
Impeller Type	Enclosed
No. of Impeller Vanes	Two vanes
Solid Dia.	3 inch
Specific Speed	2556 US Units
Suction Size	6 inch
Discharge Size	6 inch



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iMAG 4700

Municipal/Industrial Magmeter
Instructions



Seametrics



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Warranty

Seametrics Limited WarrantyBack

Note: These instructions cover the iMAG 4700. For details on the iMAG 4700p or 4700r, see the *iMAG 4700p* or *iMAG 4700r Municipal/Industrial Magmeter Instructions*.

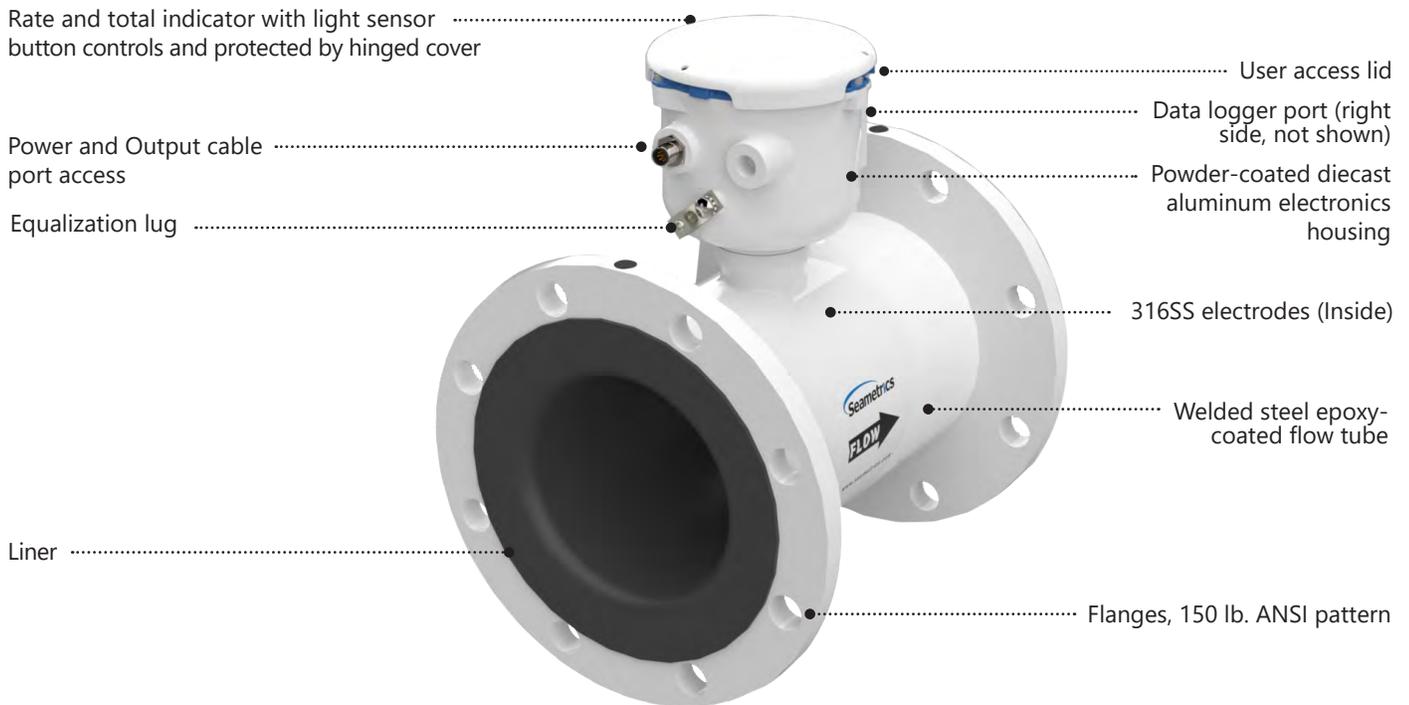
The **iMAG-Series** is the most economical flanged electromagnetic flowmeter on the market. With electrodes designed to discourage fouling, it is available in 2" to 12" pipe in municipal or industrial water, waste and reclaimed water, pump stations, and packaged plant applications. Minimal straight pipe requirements allow iMAG-Series meters to be used in piping configurations where there is little space between the meter and an elbow.

iMAG-Series meters are CE certified, certified to NSF/ANSI standard 61 and are rated IP68 for applications where the meter may be operated under water to a depth of up to 10 feet (3 meters) continuously.

Rate and total units and pulse scaling can be set via the front panel touch key pad by the user. Bidirectional flow reading is standard with totals available in forward, reverse, net flow, batch forward flow, and batch reverse flow. Built-in data logging is available as an option for secure flow logging.

A power/output cable allows outputs for use with a variety of Seametrics and other displays and controls for remote reading and telemetry applications. Pulse output is standard on all models. In addition, 4-20mA passive current loop, and Modbus® protocol outputs are optional, although battery life will be reduced if ordered on battery powered units.

Features



iMAG 4700

Specifications*

Pipe Sizes	2", 3", 4", 6", 8", 10", 12"					
Flanges	150 lb. ANSI Pattern					
Pressure	150 psi (10.3 bar) line pressure					
Temperature Operating	10° to 140° F (-12° to 60° C)					
Humidity	Humidity 0-90% RH to 60° C, altitude 2000m					
Storage	-40° to 158° F (-40° to 70° C)					
Accuracy	±0.75% of reading on iMAG 4700p and 4700r (±1.0% iMAG 4700), ±0.025% of full-scale flow from low flow cutoff to maximum flow rate of 10 m/sec					
Low Flow Cutoff	0.5% of maximum flow rate					
Material	Body (2"-12")	Welded steel, epoxy-coated				
	Liner (2", 3" & 8")	Polyurethane/Noryl®				
	Liner (4", 6", 10" & 12")	Santoprene flange/Polypropylene liner body				
	Electronics Housing	Powder-coated diecast aluminum				
	Electrodes	316 stainless steel				
Display	Type	128x64 dot-matrix LCD				
	Digits	5 Digit Rate			8 Digit Total	
	Units	Rate Volume Units		Rate Time Units	Total Volume Units	
	<i>Please Note: All iMAG meters are factory set for gallons per minute (GPM) rate and gallons total. If other units are required, they can be set in the field.</i>	Gallons Liters Barrels(42 gal) Cubic Feet Cubic Meters	Million Gallons ² Mega Liters ² Imperial Gallons Million Imperial Gallons ²	Second Minute Hour Day	Gallons Gallons x 10 Gallons x 100 Gallons x 1000 Million Gallons Liters Kilo Liters Mega Liters	Barrels (42 gal) Cubic Meters Cubic Meters x 1000 Cubic Feet Cubic Feet x 100 Cubic Feet x 1000 Second Foot Day Million Cubic Feet
Bidirectional¹	Forward Total, Reverse Total, Net Total, Batch Forward Total, Batch Reverse Total ³					
Power⁴	DC Power	9-36 Vdc @ 250 mA max, 30 mA average supplied from secondary non-hazardous live source				
	Battery Backup	DC powered units: One lithium 7.2V 'D' size battery pack, replaceable				
	Battery	One lithium 7.2V 'D' size battery pack, replaceable. (iMAG 4700 only)				
Scaled Pulse Output	Signal	Current sinking pulse, isolated, 36 Vdc at 10 mA max				
	Pulse Rates	User-scalable from 0.1 to 99,999.9 volume units/pulse. Pulse width is one-half of pulse period with minimum pulse width of 2.5 ms, 200 pulses/sec max. For battery option meters, pulse width varies with frequency, 150 pulses/sec max				
Options	4-20mA Current Loop	Isolated, passive, 24Vdc, 650 Ω maximum current loop				
	Serial Communications	Isolated, asynchronous serial RS485, Modbus® RTU protocol				
	Sensus Smart Output	Connects to Sensus SmartPoint				
Cable	Power/Output Cable	20ft (6m) standard length polyurethane jacketed cable—for power and outputs (lengths up to 200' available).				
	Remote Display Cable	20ft (6m) standard length polyurethane jacketed cable—for connection between meter and remote display (lengths up to 200' available). (iMAG 4700r)				
Conductivity	>20 microSiemens/cm					
Empty Pipe Detection	Hardware/software, conductivity-based					
Regulatory	CE (EN 61326), certified to NSF/ANSI standard 61 60°C (140°F), CSA/CUS 					
Environmental IEC 60925	NEMA 6P, IP68 (10ft (3m) depth, continuously) pollution degree 4, stability fixed/built in					

Modbus® is a registered trademark of Schneider Electric.

* Specifications subject to change. Please consult our website for the most current data (www.seametrics.com).

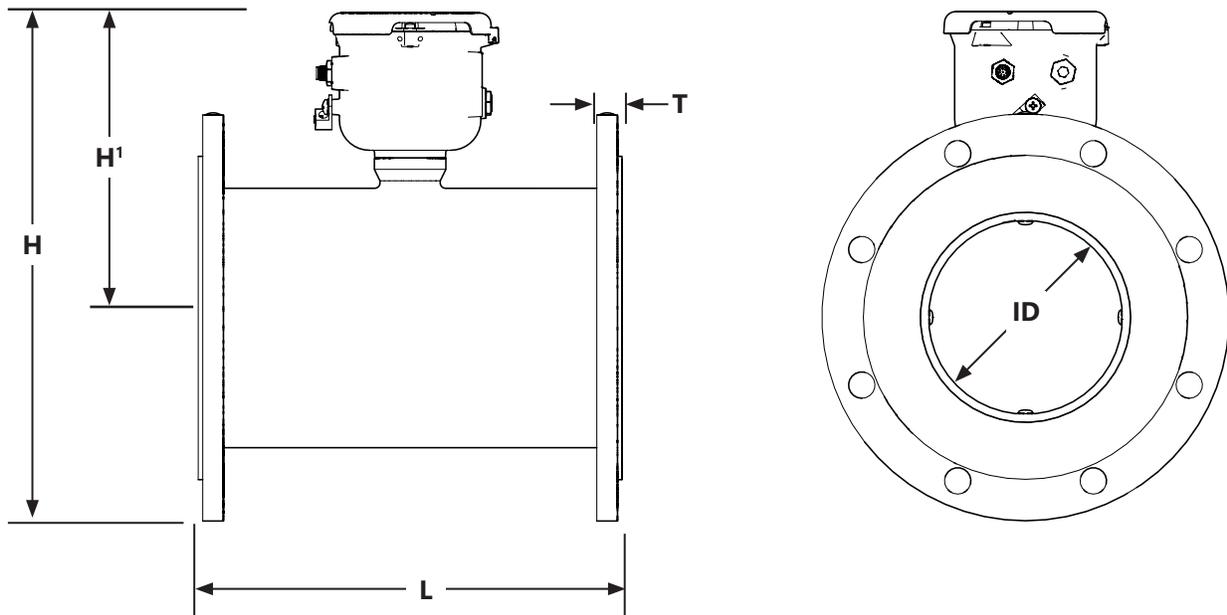
¹ If forward and reverse flow data needs to be sent to another device, either the Digital or Modbus® output is required.

² Rate Time Unit is available in Day only.

³ Forward and reverse flow totals are non-resettable. Batch forward and batch reverse totals can be reset.

⁴ If equipment is used in a manner not specified by the manufacturer, the protection provided by the equipment may be impaired.

Dimensions

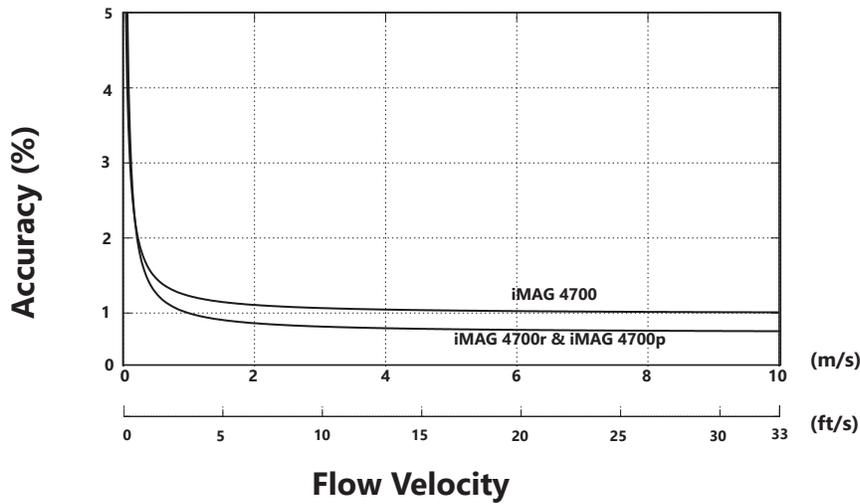


iMAG 4700 Meter Size	L		H'		H		T		ID		Bolt Holes #	Shipping Weight	
	inch	mm	inch	mm	inch	mm	inch	mm	inch	mm		lbs	Kg
2"	7.9	200	7.58	193	10.58	268.73	.62	15.7	1.76*	45*	4	20	9
3"	7.9	200	8.08	206	11.83	300.48	.62	15.7	2.68*	68*	4	26	11.8
4"	10.12	257	8.33	211	12.83	325.88	.62	15.7	3.12	79	8	33	15
6"	12.09	307	9.14	231	14.64	371.86	.69	17.5	5.05	128	8	49	22
8"	14.14	359	10.14	257	16.89	429.01	.69	17.5	6.44	164	8	70	32
10"	18.08	459	11.2	284	19.2	487.68	.69	17.5	8.61	219	12	130	59
12"	19.68	500	12.2	310	21.7	551.18	.81	20.6	10.55	268	12	170	77
Flanges	Standard ANSI 150 lb. drilling											Cable 1 lb.	

Note: 'L' dimension is total from liner face to liner face

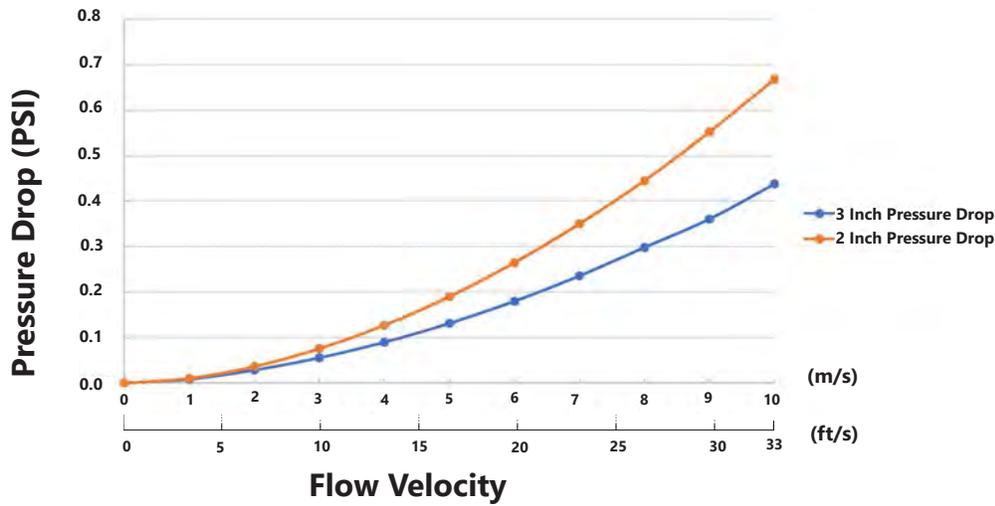
*Average ID

iMAG Accuracy



2" & 3" Pressure Drop

Note: No pressure drop in 4" - 12" meters

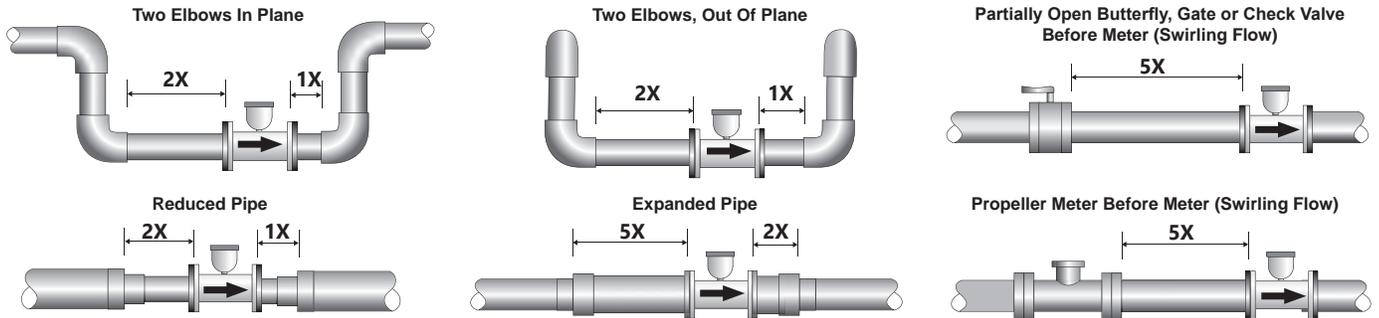


Flow Rate (2" - 12")

Pipe Size (Inches in diameter)	2"	3"	4"	6"	8"	10"	12"
Max Flow Rate (Gallons/Minute)	321	722	1285	2891	5140	8031	11565
Cut-off (min) Flow Rate (Gallons/Minute)	1.61	3.61	6.43	14.46	25.70	40.15	57.82
Max Flow Rate (Liters/Second)	20.25	46	81	182	324	507	730
Cut-off (min) Flow Rate (Liters/Second)	0.13	0.23	0.41	0.91	1.62	2.54	3.65
Max Flow Velocity (Meters/Second)	10	10	10	10	10	10	10

Straight Pipe Recommendations (X = diameter)

NOTE: These configurations are to be used as general guidelines and do not cover every possible installation. A combination of two or more obstructions will require additional straight pipe. If there is any concern about the length of pipe required for a specific application, please contact your local dealer.



Installing a meter after a pump. Most meters will be installed in systems with some sort of pump, and while the pump is unlikely to have a negative effect on meter performance, there are some situations where understanding the effect the pump has on the flow profile, and by extension on the meter will be of utmost importance.

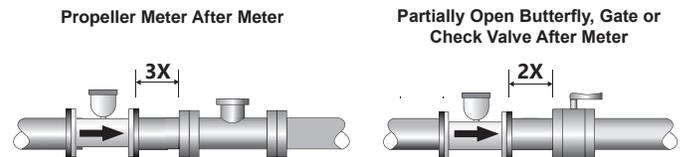
Air vents should be installed in the same unobstructed pipe run as the meter and should be located relatively close to the meter. Constant bleed air vents are recommended because simple check type air vents will not open once the system is under pressure and an accumulation of air can build up behind them. Significant amounts of air entrained in the flow of water, wildly erratic flow profiles and water that travels through the pipe with significant swirl will cause the meter to read erratically, sometimes very erratically, or not read at all. Therefore, the designer or installer must reduce or eliminate these issues when they are likely to occur.

Every installation is different, but we can offer some general guidelines when it comes to the placement of your pump and meter. And again, in most cases, the pump will have no, or very little effect on the meter's performance, but some care should be taken to assure your installation has the best chance for success.

Confirm there is adequate head to insure a full pipe of water through the meter (a valve downstream of the meter may be required).

Vertical Turbine Pumps drawing from deep wells, or from well under the surface of the water will generally have very little effect of the flow profile of the water by the time the water reaches the meter.

Short Coupled Lift Pumps can, but will not necessarily, cause an erratic or swirling flow profile. Care must be taken during system layout to avoid these issues. The inlet of these pumps will be located near the surface of the water supply and can both suck air from the surface and swirl the water around the pump. This swirling water itself may be a contributing factor of poor flow profile and also lower the surface of the water over the pump inlet.



The absolute minimum depth of the inlet of the pump can be calculated using this formula,

$$S = D + (0.574Q/D^{1.5})$$

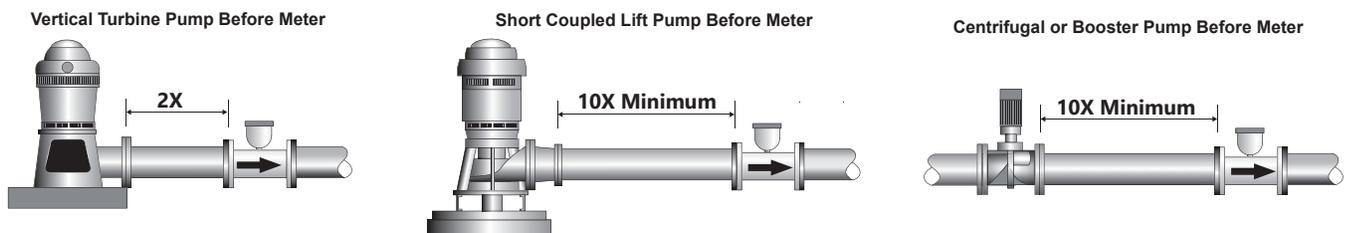
Where
 S=Submergence in inches
 D=Pump bell diameter in inches
 Q=Flowrate in gallons per minute

Note: to raise D to the power of 1.5 (3/2) as shown in $D^{1.5}$ Take the square root of D and cube the result.

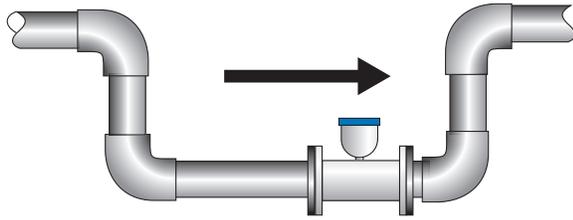
Be sure to calculate from the minimum water level during all seasons of pump operation.

If the water supply will be located in a confined area such as canal turn out, and especially if the turnout ends in a cylindrical vault, the motion of the pump can result in significant swirl of the water being sucked through the pump and this will cause the meter to perform poorly. Be sure to take steps to keep the water from swirling or meter performance will be affected.

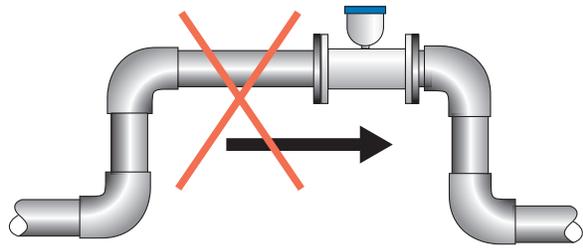
Booster Pumps before the meter can also cause swirl or an erratic flow profile. If a booster pump is located before the meter, it must be located far enough upstream that the flow profile has a chance to return to normal. Every case will be different, but we recommend a minimum of at least 10 pipe diameters after the booster pump and before the meter. By the very nature of their purpose, booster pumps will also cause low pressure in the pipe upstream of the pump. If this low pressure falls low enough, it may open any air vent upstream of the pump which will cause air to enter the water stream. In this case, the entrained air will likely cause the meter to go into an empty pipe state.



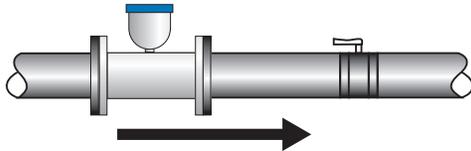
Full Pipe Recommendations



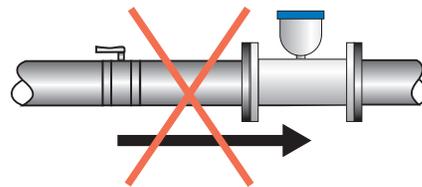
Recommended:
Keep pipe full at meter for accuracy



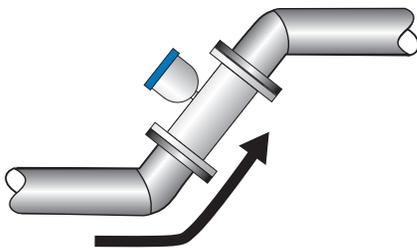
Not Ideal:
Allows air pockets to form at meter



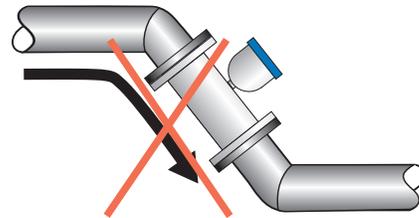
Recommended:
Keeps pipe full at meter for accuracy



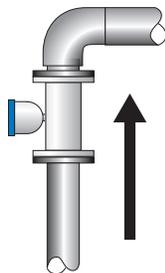
Not Ideal:
Post-valve cavitation can create air pocket



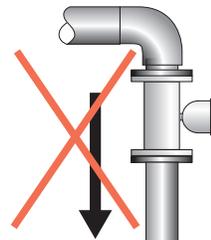
Recommended:
Allows air to bleed off



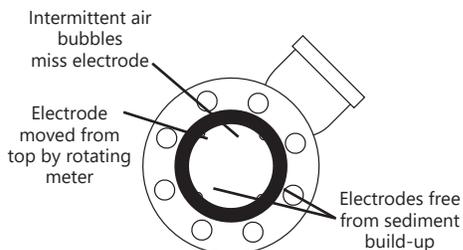
Not Ideal:
Air can be trapped



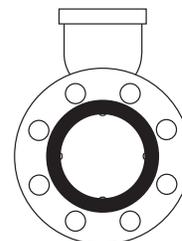
Recommended:
Allows air to bleed off



Not Ideal:
Air can be trapped



Best:
Improved accuracy results from unimpeded electrodes



Not Ideal:
If pipe contains air bubbles or sediment (may affect accuracy)

Positioning the Meter



CAUTION: These flow sensors are not recommended where installation may expose the flow sensor to boiler pressure and temperature. Maximum recommended operating temperature is 140° F (60° C).
ATTENTION: Ces capteurs de débit ne sont pas recommandés là où l'installation peut exposer le capteur de débit à la pression et à la température de la chaudière. La température de fonctionnement maximale recommandée est de 140° F (60° C).

These meters can be installed horizontally, vertically (with upward flow), or in any radial position.

The meter must not be installed where it will be exposed to extreme levels of vibration.

Using a check valve on the upstream side of the meter, and/or an air vent (vacuum relief valve) in the same, unobstructed run of pipe as the meter, is required in any installation where the meter may be exposed to suction when the system is not in normal operation. Suction can cause damage to the liner. Liner damage caused by suction, without the use of a check valve and/or air vent, may void the warranty.

Straight Pipe Recommendations. The IMAG 4700 requires straight pipe before and after the meter for best accuracy. However, the ability of electromagnetic meters to average the flow across the entire pipe allows for shorter straight pipe recommendations than most mechanical meters (see page 7).

Full Pipe Recommendations. To prevent false readings, this meter is designed to indicate 'EMPTY PIPE' if one or more electrodes is exposed. For highest accuracy, install the meter so that the pipe will be full when there is flow. If air bubbles may be present in the pipe or sludge accumulation is an issue, rotate the meter by one flange hole to position the control housing at a 45° angle (see diagrams on page 8).

Fittings. The IMAG 4700 has ANSI 150 lb. drilled flanges and will mate with any other ANSI 150 lb. flanges. See table on page 10 for flange bolt tightening torque specifications.

Calibration. The IMAG 4700 is factory-calibrated before shipping. The frequency of recalibration will depend on the needs of each application and local regulatory policies.

Chemical Injection. When the IMAG 4700 is used in a chemical injection application, **the chemical injection point must be placed downstream of the magmeter OR far enough upstream for complete mixing to occur before the fluid reaches the meter.** When unmixed chemical alternates with water passing through the meter, the rapid changes in conductivity may cause sudden spikes and drops in the meter's reading, resulting in inaccurate measurement. The magmeter will re-stabilize, however, with a steady flow of fluid of uniform conductivity.



CAUTION: In chemical injection applications, install chemical injection point downstream of magmeter, or far enough upstream to allow complete mixing of fluids.
ATTENTION: dans les applications d'injection de produits chimiques, installez le point d'injection de produits chimiques en aval du débitmètre électromagnétique ou suffisamment en amont pour permettre un mélange complet des fluides.



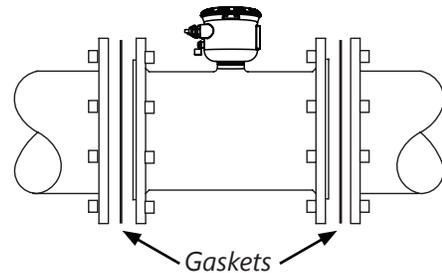
NOTICE: Do not install a magmeter downstream of a pressure or proportional control valve.
AVIS: N'installez pas de débitmètre magnétique en aval d'une vanne de régulation de pression ou proportionnelle.

Installing Gaskets

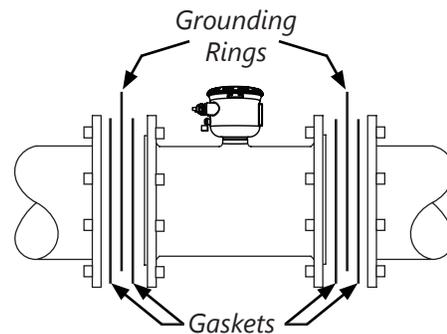


NOTICE: Gaskets are required at all junctions.
AVIS: Des joints sont requis à toutes les jonctions.

1. Be sure all mating surfaces are smooth and free of debris.
2. Install Seametrics provided gaskets, or equivalent, on each end of meter as shown in diagrams below. If using grounding rings, install one gasket on each side of the grounding ring.
3. **Failure to install gaskets will void warranty.**



Installation without grounding rings



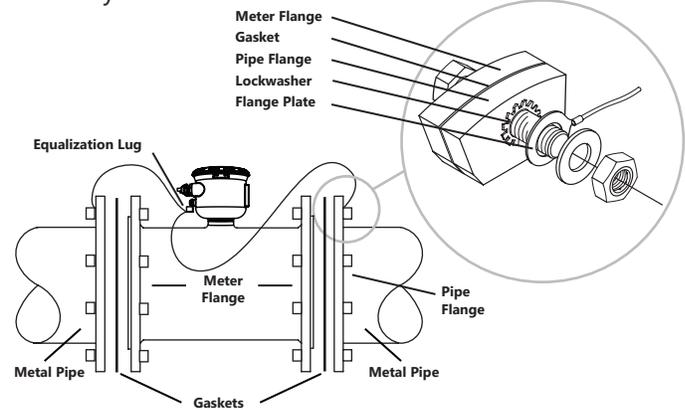
Installation with grounding rings

Tightening Flange Bolts

NOTE: Mating pipe flanges must be ANSI 150# full face (FF) and/or raised face (RT).

1. Tighten flange bolts in an alternating pattern.
 - Tighten left flange bolt-1 to 20% recommended torque.
 - Tighten right flange bolt-1 to 20% of recommended torque.
 - Repeat steps a and b for each bolt in an alternating order, such as shown at right, tightening to 40%, then 60%, then 80%, and then 100%.
2. Test for leaks.
3. If needed, tighten further in 10% increments until leaking stops. **DO NOT over-tighten. Over-tightening can cause serious damage to the flow meter.**
4. Recheck after 24 hours, adjusting if needed.

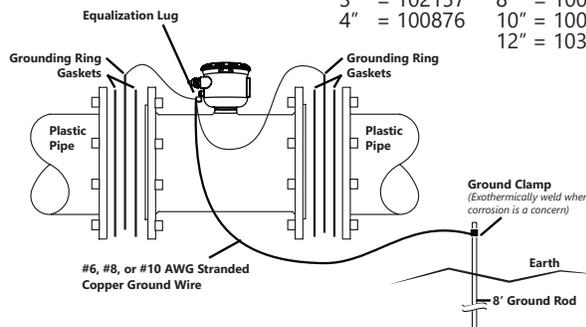
the lock washer fits between the pipe flange and the flange plate. For the best electrical bonding, remove rust and paint to expose clean, bare metal where the equalization flange plate lock washer contacts the pipe flange. Connection must be inspected periodically for corrosion to maintain the necessary low resistance connection.



Plastic Pipe and Electronically Noisy Installations. When the meter is installed in plastic pipe or in an electrically noisy system (near a VFD etc.), grounding rings are recommended. As shown in the diagram below, the equalization wires should be solidly connected to the grounding ring tabs instead of the flange bolts as in metal piping installations. Where lightning is a threat, or in severe electrical environments, an optional connection to a nearby equipment ground or ground rod may be advisable.

Grounding Ring Part Numbers:

- 2" = 104124 6" = 100877
- 3" = 102157 8" = 100878
- 4" = 100876 10" = 100879
- 12" = 103288



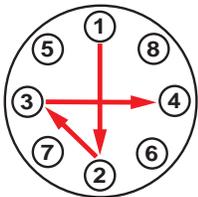
Although grounding rings will not be necessary on all installations, adding grounding rings to any meter at the time of installation will make the diagnosis and elimination of excessive noise or transient voltages much easier if found during normal operation of the meter site.

Adding a 5/8" x 8' independent ground rod dedicated to the meter, a ground rod clamp, and connecting them with at least 10 GA ground wire may be necessary when electrical noise is present, but unlike grounding rings, ground rods are easy to add after the fact although installing these during meter installation adds insurance that a meter will encounter less noise and will help protect against large electrical spikes.

Lack of grounding will always cause more problems than grounding loops.

SUGGESTED FLANGE BOLT TORQUE

Pipe Size	Liner	
	ft-lb	Nm
2"	18	25
3"	25	34
4"	20	27
6"	42	57
8"	65	88
10"	73	99
12"	97	132



Suggested Tightening Sequence

CAUTION: Improper tightening sequence can cause serious damage to the flow meter.

- Do not tighten one side at a time.
- Do not tighten each bolt completely at one time.

ATTENTION: Une séquence de serrage incorrecte peut endommager gravement le débitmètre.

- Ne serrez pas un côté à la fois.
- Ne serrez pas complètement chaque boulon en une seule fois.

Equalization and Grounding

WARNING: ELECTRICAL SHOCK HAZARD
When the iMAG is installed in a plastic piping system, or when externally powered, the piping system must be grounded to meet national and local electrical safety codes. Failure to do so can result in electrocution.

AVERTISSEMENT: RISQUE D'ÉLECTROCUTION
Lorsque l'iMAG est installé dans un système de tuyauterie en plastique, ou lorsqu'il est alimenté de manière externe, le système de tuyauterie doit être mis à la terre pour respecter les codes de sécurité électriques nationaux et locaux. Ne pas le faire peut entraîner une électrocution.

Metal Pipe Installations. To equalize the electrical potential of the fluid, the meter, and the surrounding pipe, secure the flange plates (factory-installed on the equalization wire) to both pipe flanges at one of the bolt holes, as shown below. Be sure

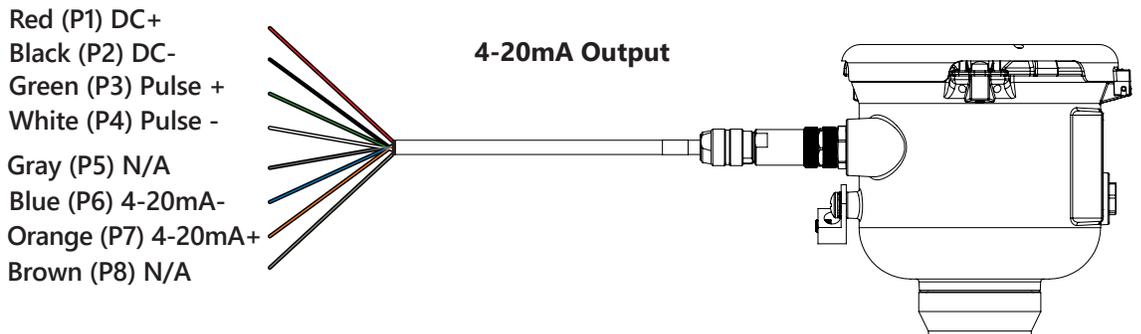
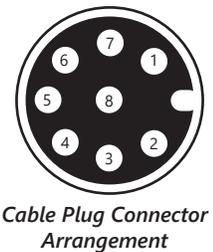
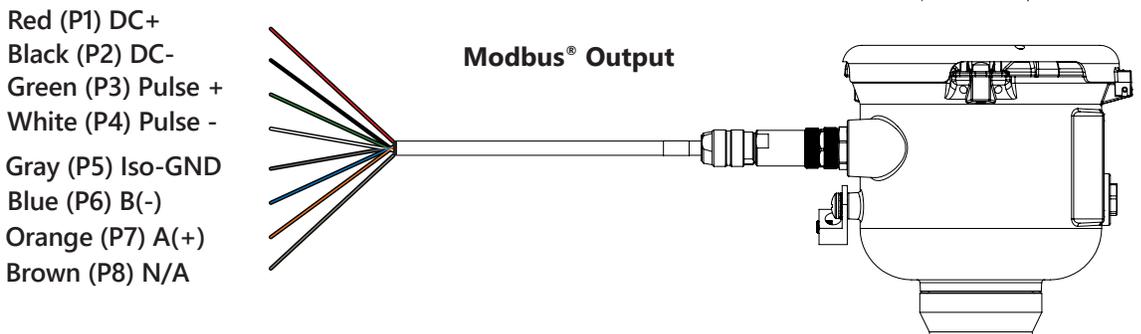
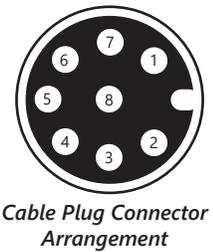
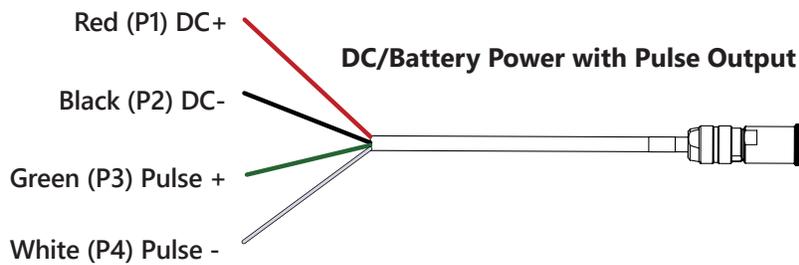
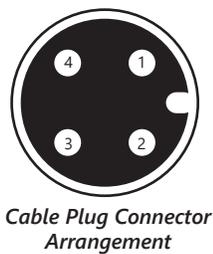
iMAG4700 General Cable Information

The iMAG 4700 meter has two power/output cables that can be installed. The 4-pin cable contains the wires for DC power and pulse output. The 8-pin cable contains the wires for DC power and pulse, 4-20 mA or Modbus® output options when ordered. See diagrams below for details.

The iMAG 4700 is available in either Battery or external DC versions.



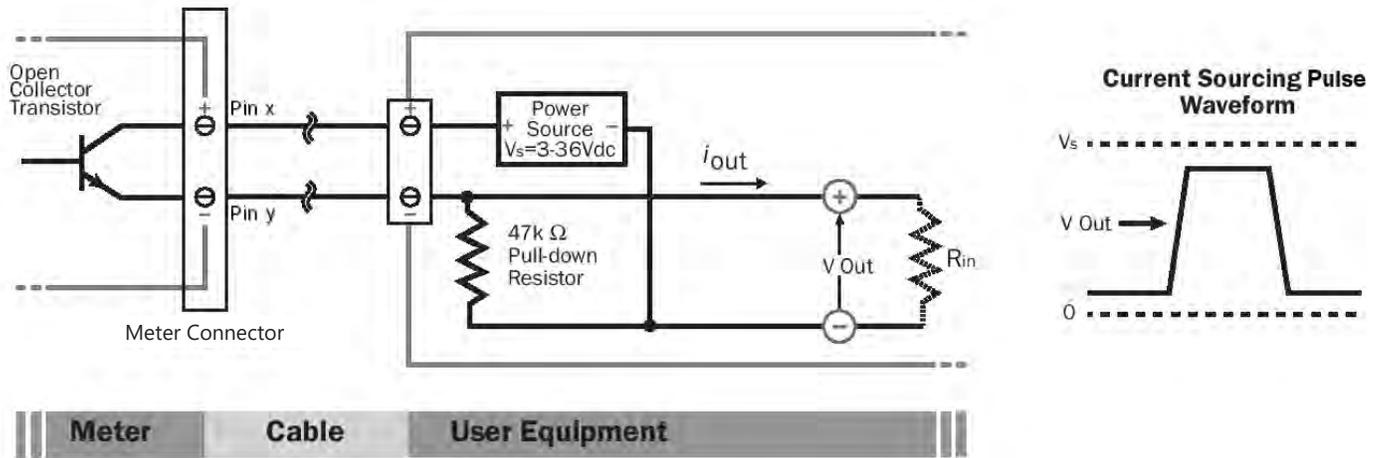
NOTICE: BACKUP BATTERIES ARE NOT INTENDED AS A PRIMARY POWER SOURCE OF A MAINS (DC or AC) CONFIGURED METER.
AVIS: LES PILES DE SECOURS NE SONT PAS CONÇUES COMME SOURCE D'ALIMENTATION PRINCIPALE D'UN COMPTEUR CONFIGURÉ SUR SECTEUR (CC ou CA).



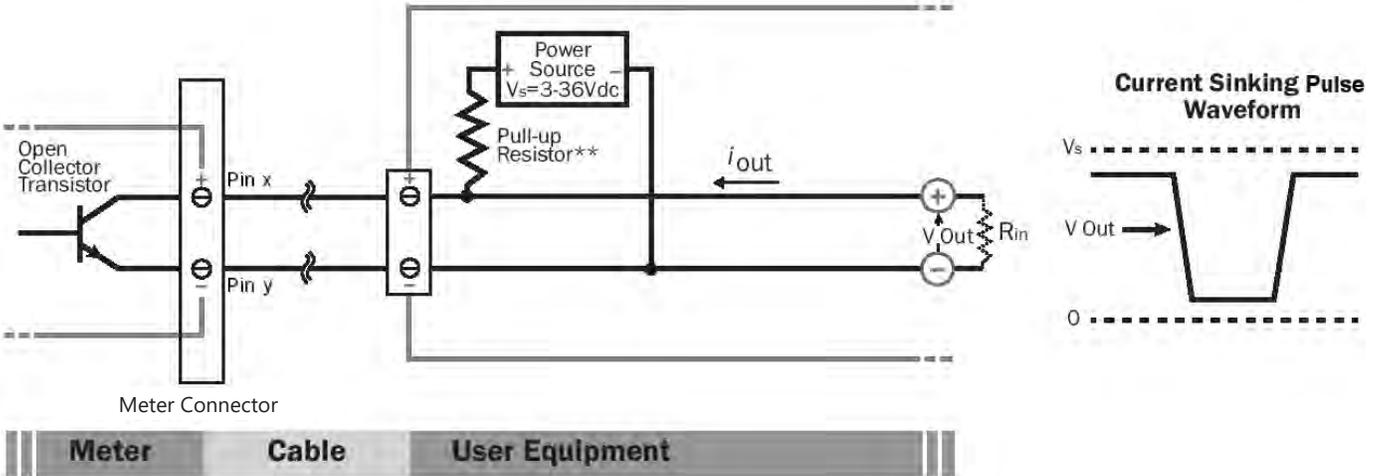
Option IDs

O ID	POWER SOURCE / OUTPUT(S)
BXX	= BATTERY POWER / PULSE SCALED
BXS	= BATTERY POWER / PULSE SCALED / MODBUS®
D1X/D2X	= DC POWER / PULSE SCALED
D1L/D2L	= DC POWER / PULSE SCALED AND 4-20mA
D1S/D2S	= DC POWER / PULSE SCALED AND MODBUS®

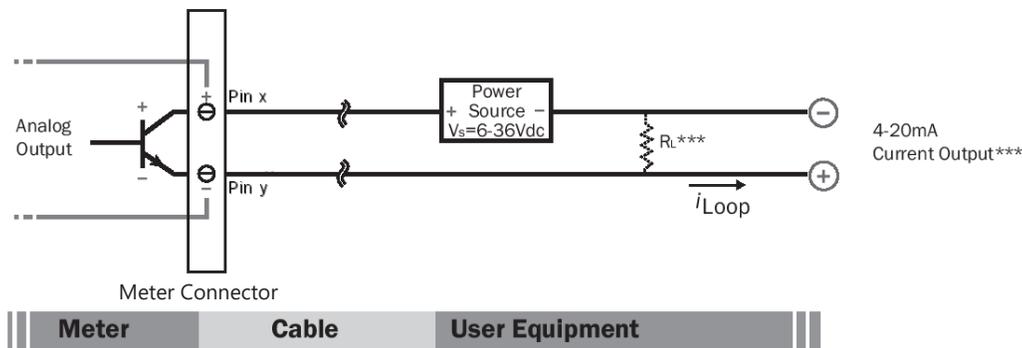
Pulse or Digital Output Application - Sourcing Mode (Recommended for $R_{in} < 30k\Omega$)



Pulse or Digital Output Application - Sinking Mode (Recommended for $R_{in} > 30k\Omega$)



Analog (4-20mA Current Loop) Output Application



** Minimum resistor value is $(100 \times V_s)$ ohms. Higher resistances maybe used depending on frequency and cable length. Longer cables and high frequencies require lower resistance.

*** Resistor R_L converts 4-20mA current to voltage for voltage input only devices.

Cable Shield. In general, the cable shield and its bare drain wire should be left unconnected at the user equipment end of the cable to minimize “ground loop” problems.

Pulse Output Configuration. A pulse output is standard on all models. Since this is an isolated output, the external equipment must include a DC power source to regenerate the pulse from the open-collector output (transistor equivalent of a contact closure). A pull-up or pull-down resistor may be needed if not included in the user equipment as shown in the diagrams. Both the power source and resistor may be supplied internally in some types of control and monitoring devices. If not, as for most PLC discrete input modules, they must be added externally at the module input terminals. The pulse output rate in volume units/pulse can be set by the user via the SETP tab on the meter’s setup menus.

Because the pulse output of an iMAG 4700 meter is set by the user, care must be taken to assure the output pulses do not exceed the maximum frequency of the meter while also ensuring a reasonable resolution.

K-factor: Remember that SETP is expressed in units totaled per output pulse (G/P if using gallons) while K-factors are expressed in pulses per gallon (P/G.) To determine K-factor from SETP, divide 1 by SETP (if SETP is expressed in gallons.) Conversely, 1 divided by the K-factor equals SETP

iMAG 4700 meters that were initially configured as battery powered units have a maximum output frequency of 150 Hz. Those that were initially configured as powered units have a maximum output frequency of 200 Hz.

Because all pulse outputs (SETP) are configured in (rate) units totaled per pulse, all sizes of meters can be configured with the same SETP values. For example, if your rate is chosen as gallons per minute (GPM) the table below applies.

Pulse Units. The units of measure of SETP are independently selectable and are not tied to rate or total. Upon change of the SETP unit, the pulse output may take up to 10 seconds, or the duration of one pulse (whichever is longer) to take effect.

If Pulse Output is Inconsistent. The PDAMP filter may need to be increased.

Pulse Width Timing. The unit and value of SETP must be chosen to keep the duration between meter pulse outputs to less than 500 seconds.

Pulse Timing in Battery Powered Units. The output pulse width in battery powered units is short and varies with pulse frequency. (See table)

SETP	Flow Rate at 1 Hz (GPM)	Flow Rate at 200 Hz (GPM) Powered Meters	Flow Rate at 150 Hz (GPM) Battery Powered Meters
0.1	6	1200	900
0.2	12	2400	1800
0.3	18	3600	2700
0.4	24	4800	3600
0.5	30	6000	4500
0.6	36	7200	5400
0.7	42	8400	6300
0.8	48	9600	7200
0.9	54	10800	8100
1.0	60	12000	9000

Lower frequency output pulses (1 pulse for some particular number of gallons) can also be set.

Any output frequency can be determined by:

$$\text{Rate (units/minute)} \div \text{SETP (units/pulse)} = \text{pulse/minute}$$

$$\text{Hz} = \text{pulse/minute} \div 60 \text{ seconds / minutes}$$

Output Pulse Width of Battery Powered Units		
Output Pulse Frequency	Output Pulse Width as a Percentage of the Pulse Period (Pulse period = 1000 milliseconds/frequency)	
Zero to 1 Hz	Multiply the pulse period by 0.01	= Output Pulse Width (ms)
1 to 20 Hz	Multiply the pulse period by 0.05	= Output Pulse Width (ms)
20 to 100 Hz	Multiply the pulse period by 0.1	= Output Pulse Width (ms)
100 to 150 Hz	Multiply the pulse period by 0.15	= Output Pulse Width (ms)

Example: If frequency = 20 Hz then the pulse period = 50 milliseconds and pulse width = (.05 x 50 milliseconds) = 2.5 ms

Analog Output (4-20mA) Configuration.

(Not available on battery only units.)

Since the meter's analog output is isolated and passive, loop power must be supplied externally as shown previously. (In addition, an external resistor R_L will be needed to convert the loop current to voltage for voltage-only input devices.)

The meter's loop transmitter minimum voltage drop is 6Vdc which, with wiring resistance and loop power supply voltage, will determine the maximum resistance for R_L .

The flow rates corresponding to 4 and 20mA can be set by the user via the SET 4 and SET20 tabs on the meter's setup menus.

Note: As configured by the factory, any alarm state will force 22.8mA on the loop.

This can be changed to 3.2mA - see Technical Bulletin, 'iMAG4700/AG3000: Changing the 4-20mA Alarm'

Modbus® Serial Communication Configuration (factory configured).

These connections provide a half-duplex, isolated, RS485 serial communications port using the Modbus® messaging protocol. The TXD connection is the transmitted data output from the meter and RXD is the received data input to the meter. See Seametric's Modbus® Interface Description, LT-103393 (available at www.seametrics.com) for supported Modbus® message protocol and electrical interface specifications.

A 120-ohm termination resistor is built into the Modbus® option board but is shipped in the unused position. To engage the termination resistor, move the jumper on JP1 from position 3-4 to position 1-2.

Changing Flow Meter Settings

Home Screen and General Navigation

The HOME Screen displays flow volume, direction of the flow total and flow RATE along with status conditions such as Empty Pipe. Two buttons below the LCD display are used to access menu screens for viewing and changing meter setup parameters.



These two buttons are light sensors which can detect when a finger is covering them and activate upon release. Only three button touch actions are needed to control navigation through the menus, settings changes and back to the home screen.

HORIZONTAL SCROLLING:

Tap right button to scroll horizontally through menu tabs or move horizontally within a tab dialog when applicable.



SELECT:

Tap left button to change a highlighted item within a tab dialog.



ENTER/EXIT:

Hold left button while tapping right button once to enter or exit a tab dialog or to navigate between the HOME and other menu screens (continue to hold the left button until after the right button is released.).



Changing Total Direction/Resetting Batch Totalizers

On the Main screen, hold right button and tap left button 7 times to scroll through the total direction options. Release right button to select a total direction.



Once BATCH FORWARD or BATCH REVERSE is selected, tap right button four times to reset batch totalizer.

Entering Menu System

To enter the Menu System, perform the hold and tap sequence. The Passcode entry screen will display. The default passcode is 000000. If a different passcode has previously been set, use the up and right buttons to enter that passcode. In either case, hold and tap again to move into the menu system. (If you enter the wrong passcode, hold and tap again to return to the previous screen. See page 21 for information on how to change a passcode.)



Making Selections

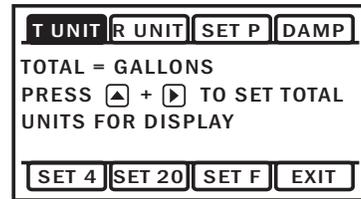
Once in the Menu System, move from tab to tab by tapping the right button. (See the next page for details on the various available tabs.)



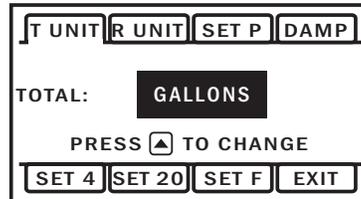
Select the parameter. In the screen for the highlighted tab, you will see the current parameter value for that tab. Tapping the right button, move to the tab for the parameter you want to change.



In this example, the first line indicates that the current unit for the TOTAL is GALLONS. The next two lines tell you what to do next.



If you would like to change the TOTAL units, just perform the hold and tap sequence to bring up a screen to change the setting.



Select a new setting. Select the new setting by scrolling through a list of selections as in the screen illustration below by tapping the left button to find a different TOTAL unit.



Accept changes. To accept any changes you have made, perform the hold and tap sequence.



When finished making changes. When you are finished making changes, move to the EXIT tab using the right button.



To return to the HOME screen, perform the hold and tap sequence.

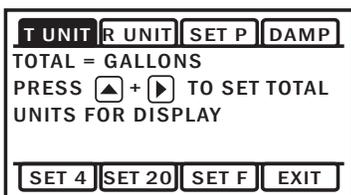


Standard Menu Options

Note: Available options will depend on specific meter configuration. Not all options are available on all meters. **Options not ordered with your meter will not appear on the meter menu.**

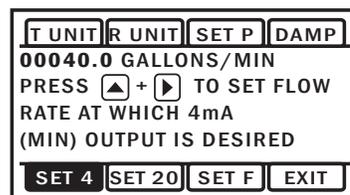
T UNIT

View or change TOTAL volume units



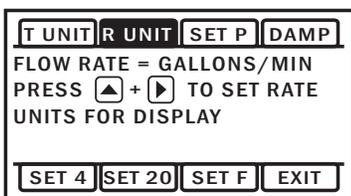
SET 4

View or change flow rate corresponding to 4mA. (*Externally powered units only*)



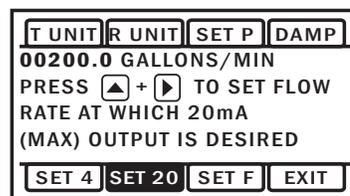
R UNIT

View or change flow RATE units



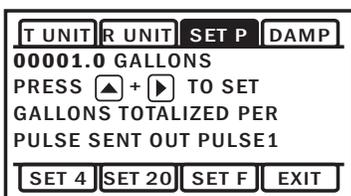
SET 20

View or change flow rate corresponding to 20mA. (*Externally powered units only*)



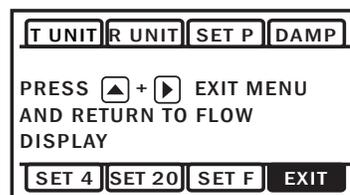
SET P

View or change pulse output scaling



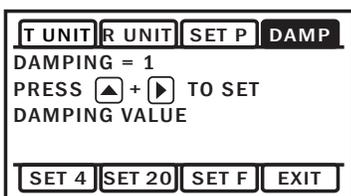
EXIT

Return to HOME SCREEN or enter SUBMENU



DAMP

View or change # of samples for rolling average.

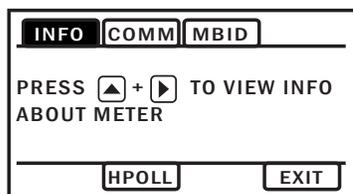


Special SUBMENU for Further Options

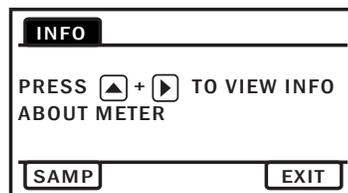
The EXIT tab in the MAIN MENU has a second function. If, instead of using the hold and tap sequence to return to the HOME screen, you tap [Up] seven times, you will be redirected to a SUBMENU screen from which you can access several more options.

- INFO: Meter model number, serial number, and firmware version.
- COMM: Modbus® baud rate and parity.
- MBID: Modbus® address
- SAMP: Sample rate (*Battery powered version only.*)
- EXIT: Return to MAIN MENU or enter next submenu.

Navigation in this SUBMENU is the same as for the MAIN MENU. Whenever you wish, go to the EXIT tab in the SUBMENU and perform the hold and tap sequence to return to the MAIN MENU.



Sub-Menu



Sub-Menu - Battery Only Version

To Change a Passcode and Decimal Places

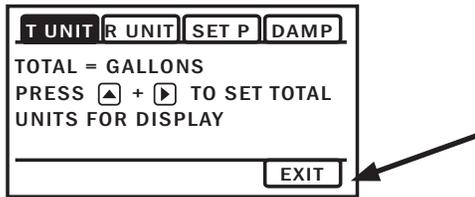
The iMAG 4700 has a passcode system for restricting access to the menus. The IMAG 4700 comes from the factory with the passcode set to 000000. When a user attempts to enter the menu system (see details on page 16), the passcode entry screen will be displayed.



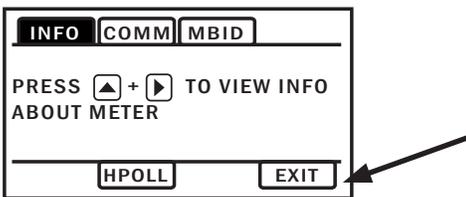
The default passcode is 000000. If a different passcode has previously been set, then the user must enter that passcode at this time. After entering the passcode, or leaving it at 000000 if using the default passcode, the user does the tap and hold sequence to move into the menu system.

To change the passcode, you must use the THIRD MENU screen. Access the THIRD MENU screen as follows:

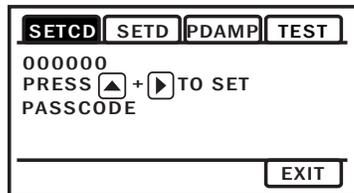
- Enter the main menu system, as described above.



- On the main menu, tab over to the EXIT tab and tap the up arrow five times. A SUBMENU screen will display.



- On the SUBMENU screen tab over to the EXIT tab and tap [up arrow] five times. The THIRD MENU screen will display.



- To set the PASSCODE, hold and tap on SETCD and then use the [up arrow] and [right arrow] to enter the new code.
- Hold and tap again to return to the THIRD MENU screen.
- Tab to EXIT, and then hold and tap to return to the SUBMENU.

To change the number of decimal places in the total

- To set the decimal point, hold and tap on SETD and then use the [right arrow] to move the decimal point.
- Hold and tap again to return to the THIRD MENU screen.
- Tab to EXIT, and then hold and tap to return to the SUBMENU.

PDAMP

PDAMP is used to view or change the number of samples for rolling average of pulse output.

TEST

TEST allows the user to initiate a fully functional, artificial flow rate for the purpose of testing other connected equipment. When TEST is applied, all features of the meter will function at the stated flow rate (in gallons per second).

For TEST to function, the meter must be filled (not EMPTY PIPE).

To enter a value into the TEST feature, navigate to the TEST tab and enter a flow rate value in the VAL screen (in gallons per second only,) then [right arrow] to the VAL box and [up arrow] to the ON screen. This will initiate the TEST feature. The next [up arrow] would bring you to the OFF screen, but you can 'hold and tap' the arrows to return you to the sub menu while the feature operates.

After use, the TEST feature must be turned OFF. If the TEST feature is not turned OFF, the stated static flow rate (in gallons per second) will be shown any time the meter is full or in a flowing condition. Flow values recorded by the meter while the TEST feature is operating are permanently recorded in the displayed TOTAL. It may be useful to note that these values are only written to permanent memory every 15 minutes and cycling all power within this 15 minute time frame will return the meter to its previous total.

Power Indicators

A power indicator is displayed in the lower left of the main display window.

Any meter powered from an external power source will display a power plug icon when running on external power. If the connection to external power is lost, the meter will switch to the backup battery and the power icon will switch to a battery symbol.

OK on the battery indicator means battery voltage is above 6.4 volts.

LO on the battery indicator means the battery is low and should be replaced soon.



Being powered by external DC or AC



Being powered by battery - voltage is sufficient



Being powered by battery - voltage is low



If display reads, 'BATT END' replace battery immediately.

Battery Powered Units

To 'wake up' a battery powered meter, you may need to hold the up arrow for 5 seconds and release. If the meter does not wake up on the first attempt, repeat the 5 second hold.

The iMAG 4700 meter can come configured with one 7.2V 'D' size replaceable battery pack. The battery powered meter comes standard with scaled pulse output, while Modbus output can be selected as an option. The scaled output for the battery powered option has a maximum pulse rate of 150 pulses/second. Be sure to set your P value such that the meter will function properly over the flow range in your application. The sample rate of the meter is user selectable through the SAMP tab in the meter's sub-menu. Sample periods of 1/5, 1/3, 1, 3, 5, 15, 30, and 60 seconds can be selected. (A sample period of 5 seconds—5 year battery life—is the default.)

Larger sample periods will yield longer battery life but slower response time. Care must be taken to select a sample period that is suitable for your application. See the table below for the expected battery life as a function of sample period.

DAMP Settings for Battery Units

If SAMP (sample period) is set to less than one second, the DAMP value represents the number of seconds (plus one) used in the rolling average for the display. For example, if DAMP is set to four, then when the meter begins to show a flow rate, the rate displayed is the average of all the readings taken in seconds one through five (4 plus 1).

If SAMP (sample period) is set to one second or longer, the DAMP value represents the number of sample periods (plus one) used in the rolling average for the display. For example, if SAMP is set at three seconds and DAMP is set to four, then when the meter begins to show a flow rate, the rate displayed is the average of samples one through five (4 plus 1). Note that depending on the settings selected,

it may take up to a minute for the displayed rate to take full advantage of the DAMP filter. When starting with an EMPTY PIPE it may take at least 30 seconds to register any flow.

Battery Life/Sample Period

For battery (BX) powered meters only.

Sensor sample period(s) (Seconds)	Expected battery life*
1/5 (0.2)	7 months
1/3 (0.33)	1 year
1	2.25 years
3	4 years
5	5 years
15	6 years
30	6.25 years
60	6.5 years

**Based on 75% battery capacity at room temperature with no option cards installed.*

NOTE: If a large percentage of the meter's life will be spent below 0.5 meters/second and above cutoff, battery life will be reduced.



NOTICE: BATTERY LIFE WITH MODBUS® OPTION!
IN THIS CONFIGURATION THE METER COMES STANDARD WITH PULSE OUTPUT. WHEN ORDERED WITH THE MODBUS® OUTPUT OPTION, BATTERY LIFE WILL BE REDUCED TO 1 YEAR, OR GREATER, BASED ON USAGE. REDUCE POLLING FREQUENCY AND SAMPLING PERIOD WILL AFFECT BATTERY LIFE.

AVIS : AUTONOMIE DE LA BATTERIE AVEC L'OPTION MODBUS® !
DANS CETTE CONFIGURATION, LE COMPTEUR EST LIVRÉ EN STANDARD AVEC UNE SORTIE IMPULSIONNELLE. LORSQU'IL EST COMMANDÉ AVEC L'OPTION DE SORTIE MODBUS®, LA DURÉE DE VIE DE LA BATTERIE SERA RÉDUITE À 1 AN OU PLUS, EN FONCTION DE L'UTILISATION. RÉDUIRE LA FRÉQUENCE D'INTERROGATION ET LA PÉRIODE D'ÉCHANTILLONNAGE AFFECTERA L'AUTONOMIE DE LA BATTERIE.

Troubleshooting

Problem	Probable Causes	Things to try...
Blank Display	Faulty wiring from power source to meter Backup battery has not been plugged in Dead backup battery	Check for incorrect wiring. Measure voltage with DMM where red and black wires connect to terminal block TB1 on back side of display. Verify correct polarity and confirm that voltage is steady and between 9Vdc and 32Vdc Plug in the battery Replace battery
Flow rate reading fluctuates excessively when flow is unchanging	Excessively turbulent or unsteady flow due to partially closed valves or other flow obstructions Pipe not full Pulsing flow due to combining multiple upstream flow sources Insufficient mixing of upstream chemicals Low fluid conductivity < 20 μ S/cm Noisy electrical environment Defective or noisy AC switching power supply	Eliminate or minimize causes of flow disturbances or increase meter damping Provide back pressure or other means to ensure pipe is filled Move connection point further upstream Move chemical injection downstream from meter Replace with different type of meter Improve grounding at meter and nearby potentially noisy electrical equipment. Increase distance between meter and electrical noise sources. Replace power supply
Flow Rate appears correct but pulse/ frequency output is low, erratic or absent	Wiring incorrect External device input impedance too low Cable too long	Compare wiring with appropriate wiring recommendations Use sourcing rather than sinking interface connection Reduce interface pull-up resistance
Flow Rate appears correct but pulse/frequency output is erratic and/or too high	Electrical noise sources interfering with pulse frequency signal Wrong type of cable Grounding problem	Isolate, remove or reduce noise sources. Move meter control cable away from noise sources. Increase pulse damp setting (PDAMP) Use only twisted pair cable and ensure both signal wires are on same twisted pair Improve or try different grounding method

Error Messages

Under certain conditions an error message may be displayed.

Message	Description	Notes
INIT	Initialization is occurring during power up.	
EMPTY PIPE	Fluid is not detected between the sensing electrodes.	Loop output = 22.8mA
LO in battery icon	Battery is getting low, replace soon. Meter still functions.	Above 6.4V, OK appears in icon
BATT END	Battery is very low (approx. 6.1V). Totalizer stops updating.	Loop output = 4mA
LOW VOLT	Incoming external power is very low and backup battery is dead or not connected	Loop output = 4mA
COIL FAIL	Coil current too high or too low (short or open).	Loop output = 22.8mA
COMM FAIL	Communication between transmitter and sensor board fails.	Loop output = 22.8mA
OVER RANGE	Rate exceeds number of digits that can be displayed. Adjust units.	Loop output = 4mA

Warning notice system

This manual contains notices you have to observe in order to ensure your personal safety, as well as to prevent damage to property. The notices referring to your personal safety are highlighted in the manual by a safety alert symbol, notices referring only to property damage have no safety symbol. These notices shown below are graded according to the degree of danger.

<p> WARNING: Indicates that death or severe personal injury will result if proper precautions are not taken.</p> <p> CAUTION: Indicates that minor personal injury may result if proper precautions are not taken.</p> <p> NOTICE: Indicates that an unintended result or situation can occur if the corresponding information is not taken into account.</p>

If more than one degree of danger is present, the warning notice representing the highest degree of danger will be used. A notice warning of injury to persons with a safety alert symbol may also include a warning relating to property damage.

Qualified personnel

The product/system described in this documentation may be operated only by personnel qualified for the specific task in accordance with the relevant documentation for the specific task, in particular its warning notices and safety instructions. Qualified personnel are those who, based on their training and experience, are capable of identifying risks and avoiding potential hazards when working with these products/systems.

Proper use of Seametrics products

Seametrics products may only be used for the applications described in the catalog and in the relevant technical documentation. If products and components from other manufacturers are used, these must be recommended or approved by Seametrics. Proper transport, storage, installation, assembly, commissioning, operation and maintenance are required to ensure that the products operate safely and without any problems. The permissible ambient conditions must be adhered to. The information in the relevant documentation must be observed.

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Disclaimer of liability

We have reviewed the contents of this publication to ensure consistency with the hardware and software described. Since variance cannot be precluded entirely, we cannot guarantee full consistency. However, the information in this publication is reviewed regularly and any necessary corrections are included in subsequent editions.

The limited warranty set forth below is given by Seametrics, with respect to Seametrics brand products purchased in the United States of America.

Seametrics warrants that products manufactured by Seametrics, when delivered to you in new condition in their original containers and properly installed, shall be free from defects in material and workmanship. **Seametrics products are warranted against defects for a minimum period of two (2) years from date of installation, unless otherwise specified, with proof of install date. If no proof of install date can be provided, warranty period will be two (2) years from date of shipment from Seametrics, as defined on Seametrics' invoice.** Seametrics' obligation under this warranty shall be limited to replacing or repairing the part or parts, or, at Seametrics' option, the products, which prove defective in material or workmanship. The following are the terms of Seametrics' limited warranty:

- a. Buyer must give Seametrics prompt notice of any defect or failure and satisfactory proof thereof.
- b. Any defective part or parts must be returned to Seametrics' factory or to an authorized service center for inspection.
- c. Buyer will prepay all freight charges to return any products to Seametrics' factory, or another repair facility, as designated by Seametrics.
- d. Defective products, or parts thereof, which are returned to Seametrics and proved to be defective upon inspection, will be repaired to factory specifications.
- e. Seametrics will deliver repaired products or replacements for defective products to the buyer (ground freight prepaid) to the destination provided in the original order.
- f. Products returned to Seametrics for which Seametrics provides replacement under this warranty shall become the property of Seametrics.
- g. This limited warranty covers all defects encountered in normal use of Seametrics products, and does not apply to the following cases:
 - i. Loss of or damage to Seametrics product due to abuse, mishandling, or improper packaging by buyer
 - ii. Failure to follow operating, maintenance, or environmental instructions prescribed in Seametrics' instruction manual
 - iii. Products not used for their intended purpose
 - iv. Alterations to the product, purposeful or accidental
 - v. Electrical current fluctuations
 - vi. Corrosion due to aggressive materials not approved for your specific product
 - vii. Mishandling, or misapplication of Seametrics products
 - viii. Products or parts that are typically consumed during normal operation
 - ix. Use of parts or supplies (other than those sold by Seametrics) which cause damage to the products, or cause abnormally frequent service calls or service problems
- h. A new warranty period will be established for repaired products, or products replaced during the original warranty period.
- i. In the event that equipment is altered or repaired by the buyer without prior written approval by Seametrics, all warranties are void. Damage caused by equipment or accessories not manufactured by Seametrics may void the product's warranty.
- j. SOFTWARE: The Seller grants the user a non-exclusive license to use Seametrics' software, according to the following limitations and conditions:
 - i. The user may install the software on one or more desktop or laptop computers.
 - ii. All title and intellectual rights to the software are owned by Seametrics.
 - iii. No copies may be made or distributed except as described above.
 - iv. The user may not modify or reverse-engineer the software.

THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESSED, IMPLIED OR STATUTORY. NO IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, APPLIED TO THE PRODUCTS AFTER THE APPLICABLE PERIOD OF THE EXPRESS LIMITED WARRANTY STATED ABOVE, AND NO OTHER EXPRESS WARRANTY OR GUARANTY, EXCEPT AS MENTIONED ABOVE, GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCTS, SHALL BIND SEAMETRICS. SEAMETRICS SHALL NOT BE LIABLE FOR LOSS OF REVENUES, OR PROFITS, OR INCONVENIENCES, EXPENSE FOR SUBSTITUTE EQUIPMENT OR SERVICE, STORAGE CHARGES, LOSS OF DATA, OR ANY OTHER SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGE CAUSED BY THE USE OR MISUSE OF, OR INABILITY TO USE THE PRODUCTS, REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, AND EVEN IF SEAMETRICS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL RECOVERY OF ANY KIND AGAINST SEAMETRICS BE GREATER IN AMOUNT THAN THE PURCHASE PRICE OF THE PRODUCT SOLD BY SEAMETRICS AND CAUSING THE ALLEGED DAMAGE. WITHOUT LIMITING THE FOREGOING, YOU ASSUME ALL RISK OF LIABILITY FOR LOSS, DAMAGE, OR INJURY TO YOU AND YOUR PROPERTY AND TO OTHERS AND THEIR PROPERTY ARISING OUT OF USE OR MISUSE OF, OR INABILITY TO USE THE PRODUCTS NOT CAUSED DIRECTLY BY THE NEGLIGENCE OF SEAMETRICS.



Expansion of WWTP - Change Order Summary

SS 2101

CO #	Description	\$	Added to WWTP Expansion Project	Contingency Funds Available
				\$ 600,000.00
1	Earthwork Supplement	\$ 7,256,549.86	\$ 7,256,549.86	
2	Not needed			
3	Rejected			
4	Seeding Change	\$ (72,586.15)		\$ 672,586.15
5	Facultative #3 Retaining Wall	\$ 376,922.00	\$ 7,633,471.86	
6	H2S Vessel Install	\$ 374,150.00	\$ 8,007,621.86	
7	Primary and Hilmar LS Subgrade	\$ 125,974.00		\$ 546,612.15
8	HDPE Facultative Liner	\$ 1,089,825.00	\$ 9,097,446.86	
9	Not Needed			
10	Not Needed			
11	Redundant Communications	\$ 142,561.00	\$ 8,954,885.86	
12	Hilmar Crane Upgrade	\$ 27,695.00		\$ 518,917.15
13	Additional Concrete Coating	\$ 60,764.00		\$ 458,153.15
14	Removable Grating	\$ 12,985.00		\$ 445,168.15
15	Biogas Heat Exchanger/Chiller	\$ 542,810.00	\$ 9,497,695.86	
16	Flame Trap, BG Flow Meter, Crane	\$ 60,239.00		\$ 384,929.15
	Funds Added to Contingency	\$ (86,500.00)		\$ 471,429.15
17	Pressure Transmitters & Gas Detection	\$ 87,012.00	**	
18	Side Stream Line	\$ 137,978.00		
	Equipment Rental	\$ 111,320.00		\$ 360,109.15

Total \$ 10,247,698.71

Earthwork was to be bid separately,
but added to this contract due to
time constraints

\$ 7,256,549.86

Dollar Amount taken
from Contingency

\$ 398,977.00

Biogas related additions that needed to be or
were going to be constructed prior to the
expansion project

\$ 916,960.00

Total Change Order Increase to Project

\$ 2,074,188.85

Total Increase to Project

\$ 2,473,165.85

% Increase

6.62%



Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 4, 2024
Subject: Barbers Addition, Unit 2
Agenda Item: New Business

Purpose: The applicant wishes to plat this property, zoned C-2 Commercial Highway, to allow for the creation of 2 lots.

Recommendation: It is City Staff's recommendation to approve this plat. On October 22, 2024, the Planning Commission reviewed and voted 6-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant, Davis Salsbury Floor Covering, is wanting to sell off a portion of the property and will need to have the property replatted in order to do so. This plat consists of 2 lots

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

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

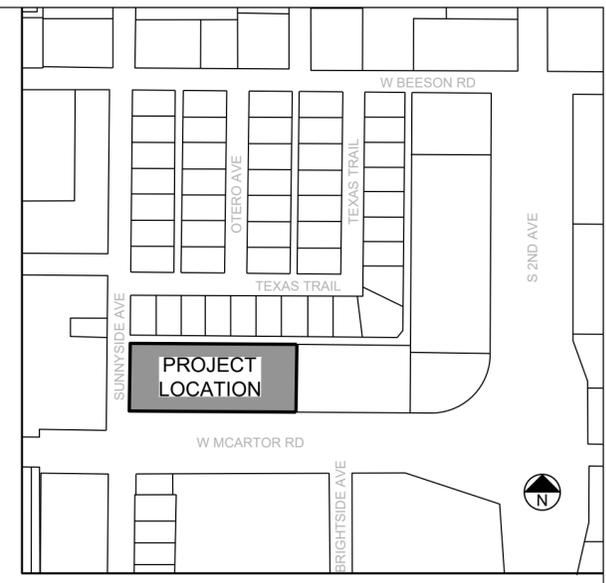
Attachments: Plat Application, Plat, Map

Approved for the Agenda by:



Josh Adams, Development Services Director

LEGEND		LINETYPE LEGEND	
○	Monument Found (1/2" Rebar), Origin: [Replat of Block 3 Barbers Addition]		Property Line
●	1/2"x24" Rebar w/CLS66 Cap Set		Property Line (Plat)
*	Assumed Bearing		Fence Line
(P)	Plat Dimension		
(S)	Surveyed Dimension		
○ _{GP}	Gate Post		



VICINITY MAP
(NOT TO SCALE)

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

No gaps or overlaps exist.

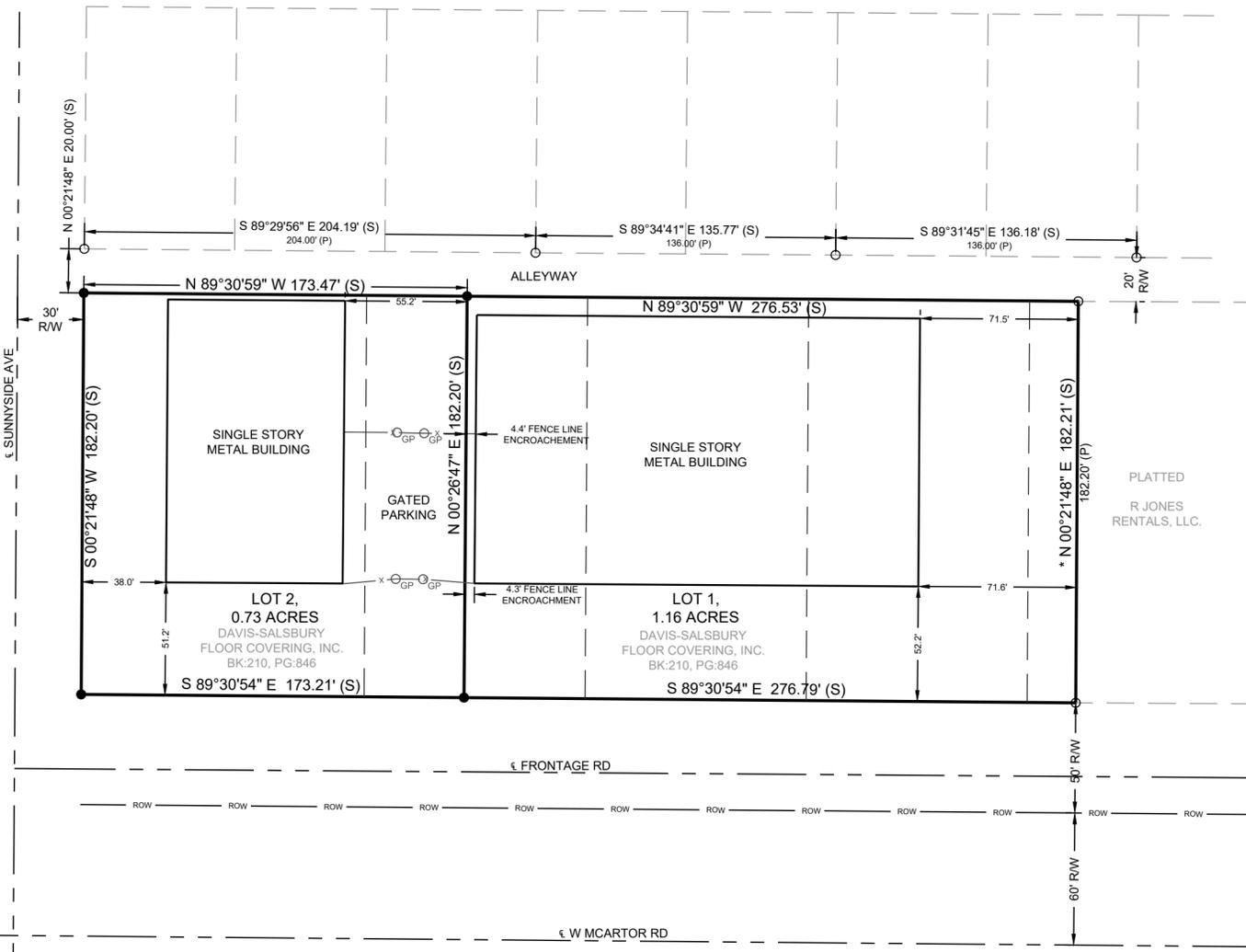
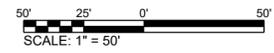
Parent tract is recorded in Book 210, Page 846, Register of Deeds Office, Ford County, Kansas.

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

Zoning: "C2 - Commercial Highway"

Floodplain Note:
Flood Plain: Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0332E, effective date, September 25, 2009.

Utility Notes:
Any utility company that locates facilities in any easement shall have the right to prune, remove, eradicate, cut and clear away any trees, limbs, vines and brush on the utility easement now or at any future time and prune and clear away any tree limbs, vines, and brush on lands adjacent to the utility easement whenever, in the utility companies judgment, such may interfere with or endanger the construction, operation, or maintenance of its facilities, together with the right of ingress to and egress from the utility easement and contiguous land subject to this plat for the purpose of surveying, erecting, constructing, maintaining, inspecting, rebuilding, replacing, and with or endangering the construction, operation or maintenance of said facilities.



Final Plat of Barbers Addition, Unit 2, Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
50		S 89°30'59" E	450.00	5	10192.435	9915.717
5	90°07'13"	S 00°21'48" W	182.21	8	10010.228	9914.562
8	89°52'42"	N 89°30'54" W	450.00	51	10014.037	9464.578
51	90°07'18"	N 00°21'48" E	182.20	50	10196.234	9465.733
50	89°52'47"					

PERIMETER: 1264.41 CUMULATIVE PERIMETER: 1264.41

APPROX: SQ. FEET: 81992 ACRES: 1.88
APPROX: TOTAL - SQ. FEET: 81992 ACRES: 1.88

CORRECT ENDING COORDINATES, NORTH: 10196.233 EAST: 9465.733
ENDING COORDINATES, NORTH: 10196.234 EAST: 9465.733
ERROR, N: -0.00 E: -0.00 TOTAL: 0.00 BRG: S 01°48'57" W
DISTANCE TRAVERSED: 1264.41 CLOSURE: 1391640

Final Plat
**BARBERS ADDITION,
UNIT 2**
A Replat in Block 3, Barbers Addition,
City of Dodge City, Ford County, Kansas



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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2407-0234 TDS #97

AUGUST 2024

OWNERS CERTIFICATE:

THE UNDERSIGNED, JAMES T. SHARP, HEREBY CERTIFIES THAT THEY ARE A MEMBER OF DAVIS-SALSBURY FLOOR COVERING, INC., AND IS DULY AUTHORIZED AS A RESIDENT AGENT FOR DAVIS-SALSBURY FLOOR COVERING, INC., AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "FINAL PLAT, BARBERS ADDITION, UNIT 2" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

(DEED DESCRIPTION)

THE WEST 22 FEET OF LOT EIGHT (8), ALL OF LOTS NINE (9), TEN (10), ELEVEN (11), THE EAST 10 FEET OF LOT TWELVE (12), AND THE WEST 118 FEET OF LOT TWELVE (12), ALL IN BLOCK THREE (3), BARBERS ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, ACCORDING TO THE REPLAT OF BLOCK THREE (3) RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORD COUNTY, KANSAS, ON JUNE 5, 1964, IN BOOK C AT PAGE 54****

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2024.

DAVIS-SALSBURY FLOOR COVERING, INC.

RANDY QUINT, OWNER

STATE OF KANSAS) SS
COUNTY OF FORD)

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES _____.

NOTARY PUBLIC

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "BARBERS ADDITION, UNIT 2 " HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2024.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2023 AT _____ O'CLOCK ____ M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2024.

DEBBIE COX, FORD COUNTY CLERK

SURVEYOR:

SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:

Davis-Salsbury Floor Covering, Inc.
1416 Highland Ter.
Dodge City, Kansas 67801
Ph: (620) 253-4027
Contact: Devin Denton

CITY APPROVAL

STATE OF KANSAS) SS
CITY OF DODGE CITY)

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "BARBERS ADDITION, UNIT 2" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2024, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2024.

THE CITY OF DODGE CITY, KANSAS

CHUCK TAYLOR, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS) SS
COUNTY OF FORD)

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2024 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

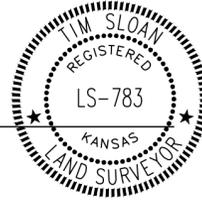
BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE FINAL PLAT OF "BARBERS ADDITION, UNIT 2", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2024, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

(DEED DESCRIPTION)

THE WEST 22 FEET OF LOT EIGHT (8), ALL OF LOTS NINE (9), TEN (10), ELEVEN (11), THE EAST 10 FEET OF LOT TWELVE (12), AND THE WEST 118 FEET OF LOT TWELVE (12), ALL IN BLOCK THREE (3), BARBERS ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, ACCORDING TO THE REPLAT OF BLOCK THREE (3) RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF FORD COUNTY, KANSAS, ON JUNE 5, 1964, IN BOOK C AT PAGE 54****



TIM SLOAN, P.S.
VICE-PRESIDENT

Final Plat
**BARBERS ADDITION,
UNIT 2**
A Replat in Block 3, Barbers Addition,
City of Dodge City, Ford County, Kansas



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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2407-0234 TDS #97

AUGUST 2024





Memorandum

To: Nick Hernandez, City Manager and City Commissioners
From: Nathan Littrell, Planning & Zoning Administrator
Date: November 4, 2024
Subject: Perez Addition, Unit 1
Agenda Item: New Business

Purpose: The applicant wishes to plat this property, zoned R-2 Residential Medium Density, to allow for the creation of 2 lots.

Recommendation: It is City Staff's recommendation to approve this plat. On October 22, 2024, the Planning Commission reviewed and voted 6-0 to recommend approval of the plat. The plat does not conflict with the City's Comprehensive Plan.

Background: The applicant, Rogelio Perez, is wanting to develop this property for residential use. The property is currently unplatted, consists of one parcel and is currently vacant. This plat consists of 2 lots, with each proposed lot containing 0.5 acres or approximately 21,780 sq. ft. The minimum lot size for R-2 is 6,000 sq. ft. This plat meets the City's zoning and subdivision regulations.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: None

Legal Considerations: None

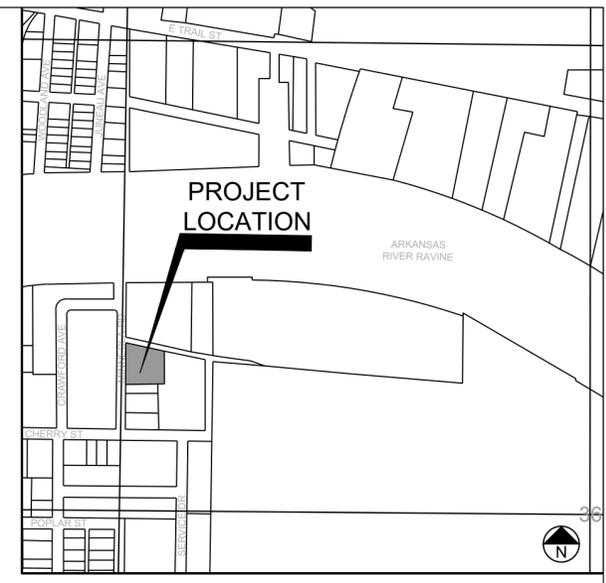
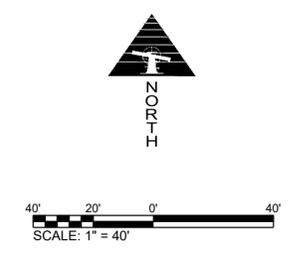
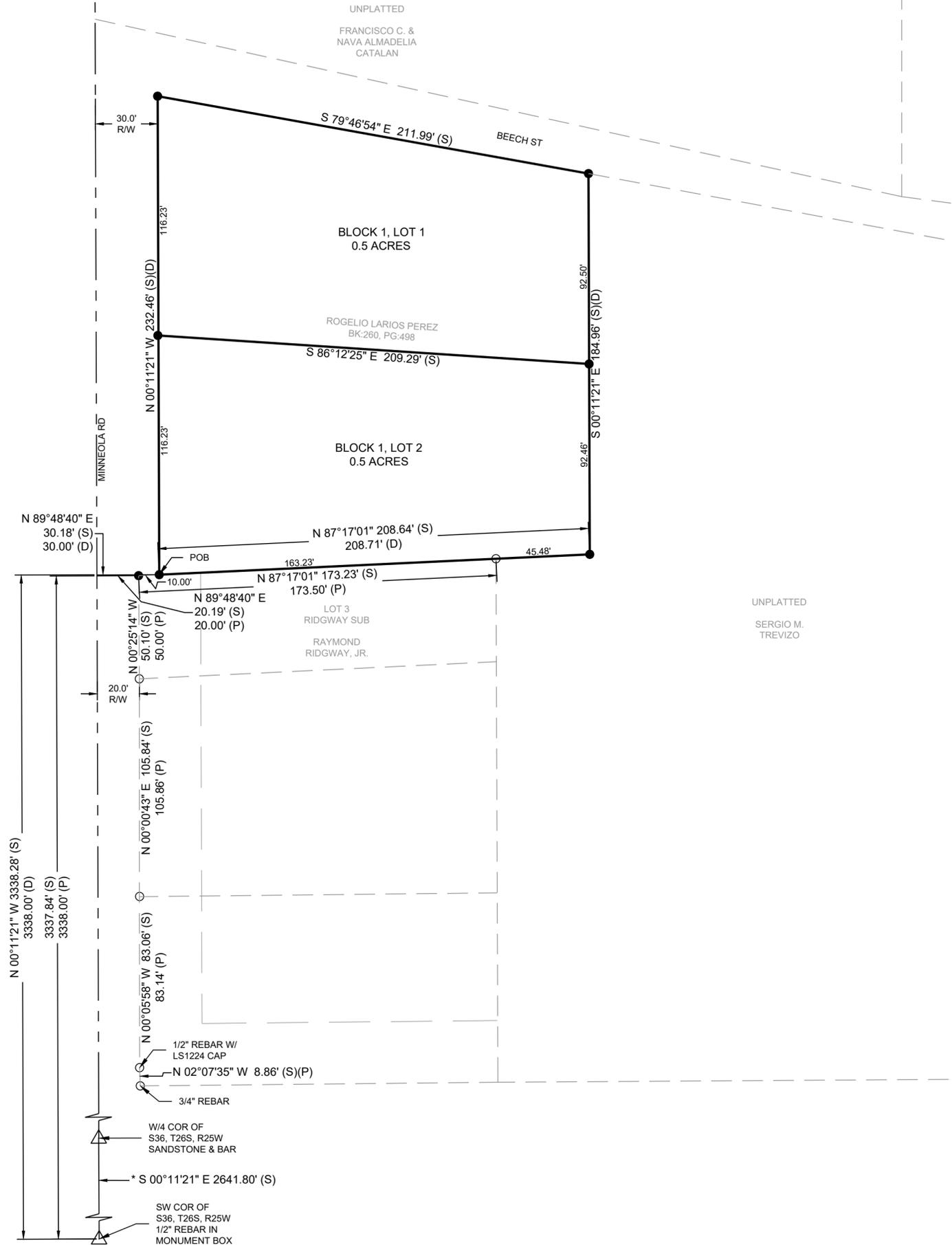
Mission/Values: Approving this plat will encourage and support growth and development in our community.

Attachments: Plat Application, Plat, Map

Approved for the Agenda by:

A handwritten signature in black ink that reads "Josh Adams".

Josh Adams, Development Services Director



VICINITY MAP
(NOT TO SCALE)

Final Plat Perez Addition, Unit 1 Closure Table

POINT ID	ANG RT	BEARING	DISTANCE	POINT ID	NORTHING	EASTING
401		N 00°11'21"W	232.46	404	43570.822	40018.392
404	79°35'33"	S 79°46'54"E	211.99	403	43533.215	40227.019
403	100°24'27"	S 00°11'21"E	184.96	402	43348.256	40227.630
402	92°31'38"	S 87°17'01"W	208.71	401	43338.365	40019.154
401	87°28'22"					

PERIMETER: 838.12 CUMULATIVE PERIMETER: 838.12

APPROX: SQ. FEET: 43516 ACRES: 1.00
APPROX: TOTAL - SQ. FEET: 43516 ACRES: 1.00

CORRECT ENDING COORDINATES, NORTH: 43338.364 EAST: 40019.159
ENDING COORDINATES, NORTH: 4338.365 EAST: 40019.154
ERROR, N: -0.00 E: -0.00 TOTAL: 0.00 BRG: S 71°33'37" E
DISTANCE TRAVERSED: 838.12 CLOSURE: 168966

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

No gaps or overlaps exist.

There are no lines of possession that affect this survey.

Parent tract is recorded in Book 260, Page 498, Register of Deeds Office, Ford County, Kansas.

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

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

Zoning: "R-2", Residential Medium Density

Floodplain Note:
Flood Plain: Flood Zone X, areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile, and areas protected by levees from 1% annual chance flood, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20057C0332E, effective date, September 25, 2009.

LEGEND

- MONUMENT FOUND (1/2" REBAR), ORIGIN: RIDGWAY SUB-DIVISION UNLESS OTHERWISE NOTED
- 1/2" X 24" REBAR W/CLS 66 CAP SET
- △ SECTION CORNERS, NOTE: ALL SECTION CORNER MONUMENT ORIGINS ARE UNKNOWN UNLESS OTHERWISE NOTED
- (P) RIDGWAY SUB-DIVISION PLAT DISTANCE
- (S) SURVEYED DISTANCE
- (D) DEED DISTANCE
- * ASSUMED BEARING
- POB POINT OF BEGINNING

Final Plat
PEREZ ADDITION,
UNIT 1

An Addition to Dodge City,
Ford County, Kansas



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Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2403-0072 TDS #96

JUNE 2024

OWNERS CERTIFICATE:

THE UNDERSIGNED, ROGELIO LARIOS PEREZ, HEREBY CERTIFIES THAT HE IS THE OWNER, AND HAS CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "PEREZ ADDITION, UNIT ONE" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING:

ADD LEGAL DESCRIPTION HEREDEED DESCRIPTION: (BOOK 260, PAGES 498)

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-FIVE (25) WEST OF THE 6TH P.M., FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 3338 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE EAST 208.71 FEET, THENCE NORTH 184.96 FEET, THENCE NORTHWESTERLY TO A POINT 232.46 FEET NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC. AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC. WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE. WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

ON THIS _____ DAY OF _____, 2024.

ROGELIO LARIOS PEREZ

NOTARY PUBLIC CERTIFICATE

STATE OF KANSAS)
COUNTY OF FORD) SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

NOTARY PUBLIC
MY COMMISSION EXPIRES _____

DODGE CITY PLANNING COMMISSION:

THIS PLAT OF "PEREZ ADDITION, UNIT ONE" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY PLANNING COMMISSION THIS _____ DAY OF _____, 2024.

CHAIRMAN, TOM TAYLOR

SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS)
COUNTY OF FORD)

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 2023 AT _____ O'CLOCK ____M. IN CABINET/SLIDE # _____, DOC ID # _____, AND IS DULY RECORDED.

BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

FEE TOTAL: _____

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS _____ DAY OF _____, 2024.

DEBBIE COX, FORD COUNTY CLERK

CITY APPROVAL
STATE OF KANSAS)
CITY OF DODGE CITY) SS

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "PEREZ ADDITION, UNIT ONE" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE _____ DAY OF _____, 2024, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS _____ DAY OF _____, 2024.

THE CITY OF DODGE CITY, KANSAS

CHUCK TAYLOR, MAYOR

CONNIE MARQUEZ, CITY CLERK

CERTIFICATION BY REVIEW SURVEYOR

STATE OF KANSAS)
COUNTY OF FORD) SS

THIS PLAT HAS BEEN EXAMINED THIS _____ DAY OF _____, 2024 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

BENJAMIN A. RUMBAUGH, COUNTY SURVEYOR, FORD COUNTY, KANSAS

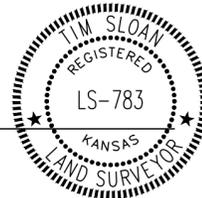
SURVEYOR CERTIFICATE:

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE PLAT OF "PEREZ ADDITION, UNIT ONE", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE _____ DAY OF _____, 2024, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

DEED DESCRIPTION: (BOOK 260, PAGES 498)

A TRACT OF LAND IN THE NORTHWEST QUARTER (NW/4) OF SECTION THIRTY-SIX (36), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-FIVE (25) WEST OF THE 6TH P.M., FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS: BEGINNING AT A POINT 3338 FEET NORTH AND 30 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE EAST 208.71 FEET, THENCE NORTH 184.96 FEET, THENCE NORTHWESTERLY TO A POINT 232.46 FEET NORTH OF THE PLACE OF BEGINNING, THENCE SOUTH TO THE POINT OF BEGINNING.

TIM SLOAN, P.S.
VICE-PRESIDENT



Final Plat
**PEREZ ADDITION,
UNIT 1**
An Addition to Dodge City,
Ford County, Kansas



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

Manhattan, KS - HQ P: (785) 776-0541 • Dodge City, KS P: (620) 255-1952
Kansas City P: (913) 444-9615 • Colorado Springs, CO P: (719) 428-8677

Drawn By:RJC Project #2403-0072 TDS #96

JUNE 2024

SURVEYOR:
SMH Consultants
Tim Sloan, P.S., Vice-President
2017 Vanesta Place, Suite 110,
Manhattan, KS 66503
PH: 785-776-0541
707 3rd Avenue, Suite A,
Dodge City, Kansas 67801
PH: 620-255-1952

OWNER and SUB-DIVIDER:
Rogelio Larios Perez
00000 Minneola Rd,
Dodge City, Kansas 67801
Ph: N/A





Memorandum

To: Mayor and City Commissioners
From: Nickolaus Hernandez, City Manager
Date: November 4, 2024
Subject: Approval of Purchase of Real Estate (Victory Electric)
Agenda Item:

Recommendation: Approval of Real Estate Contract for the purchase of approximately 16.5 acres from the Victory Electric Cooperative Association, Inc. for the amount not to exceed \$222,750

Background: The City is interested in a tract of land available for purchase that could be highly beneficial to the City for the future development of the Legends Ball Complex by utilization of proceeds from an RHID or other programs to fund those improvements. A per acre price was given on the property in the amount of \$13,500. This price is substantially lower than appraised market value, given the potential long-term benefit for Victory Electric and the City.

Justification: The property is located directly to the north of the Black Hills Energy's office, southwest of the corner of 14th Avenue and Iron Road. This area has already begun the process of developing an RHID and there has been interest from developers in purchasing and developing the property.

Financial Considerations: The \$222,750 will come from the Growth and Development Fund. We will be seeking proposals from developers for reimbursement of the purchase price.

Purpose/Mission:

Ongoing Improvement. Together we value progress, growth and new possibilities by providing and preparing for the community's future

Legal Considerations: City Attorney Paige Gilmore has reviewed the sales contract

Attachments: Real Estate Contract and Site Map

November 4, 2024

CONTRACT FOR SALE OF REAL ESTATE

This agreement made and entered into this ____ day of _____, 2024, by and between The Victory Electric Cooperative Association, Inc., a Kansas corporation, hereafter referred to as "Seller" and The City of Dodge City, Kansas, a municipal corporation, hereafter referred to as "Purchaser."

WITNESS that, for and in consideration of the mutual promises made herein, Seller agrees to sell and Purchaser agrees to purchase and pay for all of the following described real estate in Ford County, Kansas:

Approximate 16.5 acre tract, more or less, at the corner of Iron Road and North 14th Ave., situated in the West Half of the Northwest Quarter (W/2 NW/4) of Section Fourteen (14), Township Twenty-six (26) South, Range Twenty-five (25) West of the 6th P.M., with the exact legal description to be determined by a report of survey by a licensed land surveyor, for the parcel depicted on the attached **Exhibit A**.

upon the following terms and conditions:

1. PURCHASE PRICE

The total purchase price is Thirteen Thousand Five Hundred Dollars (\$13,500.00) per acre, based upon sixteen and one-half (16.5) acres, to be paid in available funds on the date of closing, in an amount not to exceed two hundred twenty-two thousand seven hundred fifty dollars (\$222,750).

2. EVIDENCE OF TITLE

Seller shall provide a commitment for owner's title insurance, as of a date within 30 days prior to closing, reflecting a marketable title in the Seller, subject only to easements, restrictions, and assessments of record, if any. Purchaser shall have ten (10) days to examine the same and to make objections to the title, after which Seller shall have a reasonable time to cure any defects in the title. If the defects cannot be cured by an uncontested quiet title action, then the contract may, at the option of the Seller, be canceled, and shall thereafter be null and void. However, Purchaser shall have the option to accept the title as is, with all defects, and close this transaction.

November 4, 2024

3. TAXES

2024 real estate taxes and prior years shall be paid by Seller. The Purchaser shall pay all taxes upon the tract after the deed is recorded and the parcel becomes a separately identified tax parcel, unless exempt from real estate taxation.

4. CLOSING AND POSSESSION

The parties designate High Plains Title in Dodge City, Kansas, as closing agent.

The parties have entered into a Letter of Intent which expresses the intent of the parties to complete this transaction. The Letter of Intent further expresses the intent of the parties to extend the existing franchise agreement between the parties, and the Letter of Intent further expresses the intent of parties for the Purchaser to purchase a load ratio share of the generated renewable energy from the Boot Hill Solar project.

The parties agree to cooperate to close this transaction within 30 days of the adoption of an ordinance by the City of Dodge City to extend the franchise agreement through the year 2044.

The Purchaser shall have possession upon the closing of this transaction.

5. PERSONAL PROPERTY AND FIXTURES

The property is sold as vacant land. There are no improvements, fixtures or personal property included in the sale.

6. SURVEY AND LOT SPLIT

The parties agree that the parcel will be surveyed by Ben Rumbaugh, registered land surveyor and a new legal description shall be prepared for deed purposes. The cost of the survey will be paid by the Purchaser.

The parties further understand that the sale and conveyance of the property is subject to and contingent upon the approval of the City of Dodge City, Kansas, and Ford County, Kansas for subdivision of the parcel in accordance with subdivision and "lot split" regulations. The Seller agrees to cooperate with the Purchaser in obtaining all

November 4, 2024

required approvals, with the Purchaser responsible for any costs related to obtaining such approval.

7. INSURANCE

Liability insurance shall be kept in force by Seller until the date of closing. Risk of loss shall be upon the Seller until the date of closing, except that if the Purchaser's contractors, agents, employees or officers shall be present on the premises to view, inspect, or test the premises, they shall do so at the own risk. The Purchaser, for itself and for all its contractors, agents, employees or officers does hereby release the Seller from any and all liability arising out of or in connection with such activities.

8. CONVEYANCE

Conveyance shall be by special warranty deed, excepting only easements, assessments, and restrictions of record.

9. INSPECTIONS AND CONDITION OF THE PROPERTY

The property is sold "as is" without warranty of condition, express or implied. The Purchaser is not relying upon any statements or representations of the Seller with regard to the condition of property, and has had ample opportunity to inspect the premises and assure that the property is acceptable in its current condition.

The Purchaser will be granted access to conduct inspections to determine the suitability of the property for the intended use by Purchaser. In particular, the Purchaser may, at the Purchaser's option, obtain a "Phase I" environmental inspection prior to closing at the Purchaser's cost. If there is any condition which requires remediation, or if there is any condition that would prevent the Purchaser's intended use of the premises, the contract shall be cancelled, and all parties will be released from liability.

If objections to the environmental condition of the property or other conditions are not made prior to the closing, they shall be deemed waived. Purchaser reserves the right to accept the premises subject to all environmental conditions.

The property is sold subject to all zoning regulations of the City of Dodge City and Ford County, Kansas. Seller agrees to cooperate with any application for rezoning or

November 4, 2024

conditional use permits for the Purchaser's intended use. Purchaser shall bear any costs associated with zoning applications or use permits.

10. RURAL ELECTRIC MORTGAGES

The parties understand that the property is subject to blanket mortgages in favor of the Rural Utilities Service, Cooperative Finance Corporation, and CoBank. Seller agrees to obtain mortgage releases after the closing in accordance with the procedures of each entity. Purchaser is advised and understands that the procedure to obtain a release may require 90 days or more from the closing. If for any reason the mortgage releases cannot be obtained, this contract will be rescinded, the Seller will refund the purchase price, and the parties will be released from liability.

11. COSTS AND FEES

The Seller shall pay for one-half of the title insurance premium, and one-half of the closing agent fee.

The Seller shall pay for contract preparation and the fees of its own attorneys.

The Purchaser shall pay for one-half of title insurance premium, and one-half of the closing agent fee. The Purchaser shall pay all recording fees, loan costs or fees, inspection fees, survey fees, and any fees for the services of its attorneys.

12. DEFAULT

If the Seller shall default without a legally sufficient cause, the Purchaser may elect to seek specific performance. In addition to specific performance.

If the Purchaser shall default without a legally sufficient cause, the Seller may elect to cancel the contract, or bring suit for specific performance, or the purchase price, or actual damages.

13. ELECTRONIC SIGNATURES

The parties agree that this contract may be executed and exchanged by electronic means. A signature is valid and enforceable if affixed to a copy of this contract by either party and sent to the other party through electronic means.

November 4, 2024

14. ATTORNEYS FOR SELLER

The firm of David H. Snapp, LC, represents the Seller in this transaction. Purchaser is represented by Paige Gilmore, the City Attorney for Dodge City, Kansas.

15. BINDER

This contract extends to and is binding upon the successors and assigns of the parties hereto.

PURCHASER

SELLER

CITY OF DODGE CITY, KANSAS

**THE VICTORY ELECTRIC
COOPERATIVE ASSOCIATION,
INC.**

Chuck Taylor, Mayor

Shane Laws, Chief Executive Officer

Attest:

Connie Marquez
City Clerk

Approved as to Form:

Paige Gilmore, City Attorney

EXHIBIT A





Memorandum

To: City Commissioners
From: Nick Hernandez, City Manager
Date: November 4, 2024
Subject: Approval of Participation Agreement
Agenda Item: New Business

Purpose: Approval of Participation Agreement.

Recommendation: Staff recommends approval of the Participation Agreement.

Background: Victory Electric has agreed to allow the City to directly participate in its generation and transmission provider's 150 MW Power Purchase Agreement with Boot Hill Solar, LLC with respect to the City-owned electric loads as if the City were a direct purchaser of energy from the Boot Hill Solar Project. Monthly, the City shall be allocated a portion of the total output of Boot Hill Solar.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: N/A

Amount

Fund: Dept: Expense Code:

Budgeted Expense Grant Bonds Other

Legal Considerations: This agreement has been reviewed by the City Attorney and counsel for the Company.

Mission/Values: This aligns with the City's Core Values of Ongoing Improvement, Safety, and Working Toward Excellence and making Dodge City the best place it can be.

Attachments: Participation Agreement

Approved for the Agenda by:

Nick Hernandez, City Manager

November 4, 2024

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT (“Agreement”) is dated this _____ day of _____, 2024 (the “Effective Date”), by and between the City of Dodge City (“City”) and The Victory Electric Cooperative Association, Inc. (“Victory”). City, and Victory are each individually referred to herein as a “Party,” and collectively as the “Parties.”

RECITALS

WHEREAS, City and Victory have contemporaneously herewith executed an extension of the current franchise agreement between them for the provision of electric service by Victory to the electric service demands of the City (as extended, the “Franchise Agreement”);

WHEREAS, as additional consideration for such extension, Victory has agreed to allow City to directly participate in its generation and transmission provider’s 150 MW Power Purchase Agreement (the “Boot Hill PPA”) with Boot Hill Solar, LLC (“Boot Hill Solar”) with respect to the City-owned electric loads as more particularly described in **Exhibit A**, attached hereto (“City Loads”); and

WHEREAS, the Parties desire to set forth their agreement regarding the City’s participation in Boot Hill Solar in accordance with the terms set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree with each other as follows:

AGREEMENT

1. Participation Agreement. For the Term (as hereinafter defined) of this Agreement, Victory agrees to allow and facilitate the City directly participating in the Boot Hill Solar Project as if City was a direct purchaser of energy from the Boot Hill Solar Project, all in accordance with the terms of this Agreement.

2. City Allocation of Boot Hill Solar. On a monthly basis, the City shall be specifically allocated a portion of the total output of Boot Hill Solar that is equal to the ratio of the City Loads’ previous calendar year’s annual non-coincident peak, rounded to the nearest tenth of a megawatt, divided by the total nameplate capacity of Boot Hill Solar, 150 MW, (“City Loads Ratio”), which as of the Effective Date, is equal to 5MW/150MW or 1/30 (the “City Allocation”). The City Allocation and **Exhibit A** may be adjusted annually as of the beginning of any calendar year by mutual agreement between the Parties, but the City Allocation shall not at any time exceed the City Loads Ratio for the previous calendar year. No such adjusted allocation shall be valid unless memorialized in writing and signed by all Parties.

3. Participation Mechanics. Boot Hill Solar has a Southwest Power Pool, Inc. (“SPP”) registered Market Participant (as defined in the SPP Open Access Transmission Tariff (“OATT”)) for participation in the SPP Integrated Market (“SPP IM”) for any Boot Hill Solar output. For each month that output from Boot Hill Solar is available, with respect to only the City Allocation:

- a. The Market Participant for Boot Hill Solar shall offer the City Allocation to the SPP Integrated Market (the “SPP IM”) at a price of \$0/MWh on behalf of the City.
- b. The Market Participant shall receive the market settlements associated with selling the City Allocation into SPP IM on behalf of the City. The Market Participant shall credit Victory the amount associated with the City Allocation market settlements, and Victory shall credit the City such amount pursuant to the Franchise Agreement.
- c. The Market Participant shall bill Victory for the City Allocation multiplied by \$26.85/MWh (the “Solar Price”) and Victory shall bill the City for such amount. City agrees to pay for such amount pursuant to the Franchise Agreement.
- d. Victory shall bill the City for the City Loads pursuant to the terms of the Franchise Agreement. The credit associated with solar participation described in section 3(b) and the cost associated with solar participation described in section 3(c) will be added to the City’s monthly bill.

4. Cash Basis Provision. Notwithstanding anything contained in the Agreement to the contrary, it is understood and agreed by the parties hereto that City is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from funds budgeted and appropriated for such purpose during the City’s then current budget Year (i.e. January 1 to December 31) or from funds made available from any lawfully operated, revenue producing source. Should City fail to budget, appropriate or otherwise make available funds for payments due under the Agreement in any budget year, the Agreement shall be deemed terminated on the last day of the then current budget year for which appropriations were received without penalty or expense to the City of any kind whatsoever, except as to the portions of the recurring charges herein agreed upon for which funds have appropriated and budgeted or are otherwise made available. City agrees to notify contractor of such termination, which shall not constitute a default under the Agreement, at least sixty (60) days prior to the end of the City’s then current budget year.

5. Renewable Energy Credits. Any Renewable Energy Credits (“RECs”) associated with the City Allocation shall be assigned to the City.

6. Term. The term of this Agreement shall commence on the first day of the first month immediately following commercial operation of Boot Hill Solar, which shall be memorialized by written notice from Victory to the City and extend until the last day of the month immediately preceding the earlier of (i) termination of the Franchise Agreement, or (ii) termination of the Boot Hill Solar PPA.

7. No Amendment to Franchise Agreement. Nothing provided for herein shall alter or amend the terms and provisions of the Franchise Agreement. This Agreement is intended to be supplemental and ancillary to the Franchise Agreement for the Term.

8. Force Majeure. If a Party herein is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Agreement, it is agreed that upon notice and full particulars of such force majeure event in writing to the other Parties, as soon as feasible after the occurrence of the cause relied on, the obligations of the Party giving such notice, so far as they are affected by such force majeure, shall be suspended during the continuance of any inability so caused and such

November 4, 2024

cause shall as far as possible be remedied with all reasonable dispatch. A Party suffering an inability to perform due to force majeure shall give written notice with full particulars of the event of force majeure in writing to the other Party as soon as feasible after the force majeure event occurrence and such Party's efforts to overcome such event. A suffering Party shall use commercially reasonable efforts to overcome such event. If a Party is unable to perform due to force majeure for sixty (60) days, any other Party may terminate this Agreement by written notice to all other Parties, effective immediately, without liability to any other Party.

The term "*force majeure*" as employed herein shall mean acts of God, changes in local, state, or federal government laws or regulations making the performance of this contract impossible, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, insurrections, riots, outbreaks, epidemics, pandemics, landslides, lightning, earthquakes, storms, floods, washouts, arrests and restraints of government and people, civil disturbances, explosions, breakage, freezing, and failure or accidents to machinery or lines or any other cause whether similar or dissimilar to the foregoing that is beyond the affected Party's reasonable control.

The settlement of strikes or lockouts and other disturbances with the work force shall be entirely within the discretion of the Party having the difficulty and the above requirement that any *force majeure* shall be remedied with all reasonable dispatch shall not require the settlement of strikes or lockouts by acceding to the demands of the opposing Party when such course is inadvisable in the discretion of the Party having the difficulty.

9. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES, WHETHER SUCH DAMAGES ARE ALLOWED OR PROVIDED BY CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, STATUTE OR OTHERWISE ARISING OUT OF ANY LIABILITIES UNDER THIS AGREEMENT. FOR PURPOSES OF THIS AGREEMENT, CONSEQUENTIAL DAMAGES SHALL INCLUDE, BUT NOT BE LIMITED TO, LOSS OF REVENUE, COST OF CAPITAL OR LOSS OF BUSINESS REPUTATION OR OPPORTUNITY.

10. Assignment. No Party shall assign all or any part of its interest in this Agreement, including by operation of law, without the prior written consent of all non-assigning Parties, which consent shall not be unreasonably withheld, conditioned, or delayed.

11. Survivability. After termination of this Agreement as provided herein, each provision of this Agreement related to the application of security, the recovery of damages sustained hereunder, confidentiality, indemnification, and the exercise of remedies generally, shall survive the termination of this Agreement to the full extent necessary for their enforcement. Any other provisions of this Agreement, which by their nature should survive termination of this Agreement, shall also survive termination of this Agreement to the full extent necessary for their enforcement.

12. Governing Law. This Agreement is governed by the laws of the State of Kansas, without reference to the choice of law provisions therein, and any action brought by any Party hereto

November 4, 2024

against the other Party hereto shall only be filed in a court of proper and competent jurisdiction in the State of Kansas.

13. Entire Agreement and Amendments. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, of the Parties with respect to the subject matter hereof. No Party is relying on any representation, statement, or promise except those set forth herein. No provision of this Agreement may be changed or amended except by an instrument in writing signed by the Parties.

14. Incorporation of Recitals. The recitals above are incorporated into the body of this Agreement as if fully set forth herein.

15. Confidentiality; Non-Disclosure. This document contains confidential information for the sole use of the Parties. All information contained herein and within attachments hereto are considered confidential information. Each Party shall hold and maintain confidential information in the strictest confidence for the exclusive benefit of the other Party. Each Party shall carefully restrict access to confidential information to employees and contractors, as is reasonably required to administer this Agreement and shall not disclose the information otherwise without prior written approval of the other Party; provided, that any contractor shall agree to hold such confidential information under the same requirements as stated herein. The requirement for non-disclosure of confidential information shall commence forthwith and shall remain until a Party is provided a written notice of release from the other Party.

16. Representation as to Authority; Binding Obligation. Each Party represents that (i) the individual signing below on behalf of each respective Party is authorized to execute this Agreement, (ii) such Party has received all necessary and requisite approvals to enter into this Agreement, and (iii) this Agreement is a valid and binding obligation of such Party.

17. Counterparts; Electronic Signatures. This Agreement may be executed and delivered in any number of counterparts, each of which will be deemed an original and all of which, when taken together, will constitute one and the same instrument. The counterparts may be executed and delivered by electronic signature by the Parties. The Parties agree that the electronic signatures, whether digital or encrypted, of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means any electronic sound, symbol, or process attached to or logically associated with a record and executed and adopted by a Party with the intent to sign such record, including: facsimile, email, .pdf data file, or other scanned or electronically transmitted means. A copy of this Agreement with a signature page signed electronically or manually by a Party or a copy of this signed Agreement that is delivered by facsimile, email or other electronic transmission with a manual or electronic signature shall be deemed to have the same force and affect as the delivery of an original signature and document.

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

November 4, 2024

IN WITNESS WHEREOF, the Parties have signed this Agreement by their duly authorized representatives as of the date first stated above.

CITY OF DODGE CITY, KANSAS

By: _____

Printed: Chuck Taylor

Title: Mayor

THE VICTORY ELECTRIC COOPERATIVE ASSOCIATION, INC.

By: _____

Printed: Shane Laws

Title: CEO

EXHIBIT A

City-owned Electric Loads Eligible for Participation in Boot Hill Solar

CITY OF DODGE CITY 82401 VS0200308 WHIRLWIND RD & 109TH RD
(PIVOT R-8) EDO IRRIGATION SERVICE

CITY OF DODGE CITY 82501 VF3900047 QUAKER RD & 112 RD
SEWER BOOSTER STATION

CITY OF DODGE CITY 82902 VF3900361 .7M W ON WARRIOR RD & US
HWY 283 N. IRR PUMP STATION FOR SEWER TREATMENT

CITY OF DODGE CITY 83001 VS0200045 .3M EAST ON WHIRLWIND RD &
110TH RD EDO IRRIGATION SERVICE

CITY OF DODGE CITY 122000 VS3120798 WARRIOR RD & 109TH
RD EDO IRRIGATION SERVICE

CITY OF DODGE CITY 131400 V121410 .25M NE WARRIOR & 110
RD. BLDG FOR DODGE CITY WASTEWATER RECYCLING

CITY OF DODGE CITY 495201 VS0200332 110TH RD & VALLEY RD
(PIVOT R-1) EDO IRRIGATION SERVICE

CITY OF DODGE CITY 495301 VS0200330 VALLEY RD & 110TH RD
(PIVOT R-2) EDO IRRIGATION SERVICE

CITY OF DODGE CITY 495701 VS0200290 .5M WEST ON
WHIRLWIND RD & 110TH RD EDO IRRIGATION SERVICE

CITY OF DODGE CITY 495801 VS0200305 WHIRLWIND RD & 109TH
RD (PIVOT R-6) EDO IRRIGATION SERVICE

CITY OF DODGE CITY 495901 VS0200292 .75M S ON 110TH
RD/WHIRLWIND RD EDO IRRIGATION SERVICE

CITY OF DODGE CITY 730900 VF3900958 FRONTVIEW & 109 WELL
#20 BOOSTER BOOSTER WELL # 20

CITY OF DODGE CITY 773801 VF3900888 US HWY 283 & WARRIOR
RD WASTE WATER TREATMENT PLANT

CITY OF DODGE CITY 774400 VF3900175 .7M W ON WARRIOR RD
& US HWY 283 S. IRR. PUMP STATION FOR SEWER TREATMENT

CITY OF DODGE CITY 896000 VF3900813 .5M W ON WHIRLWIND
RD & US HWY 283 WELL #26

November 4, 2024

RD	CITY OF DODGE CITY WELL #28	897200	VF3900635	WILBURN RD & 109TH
HWY 283	CITY OF DODGE CITY WELL #25	897300	VF3900745	WHIRLWIND RD & US
WHIRLWIND RD	CITY OF DODGE CITY WELL #28	897400	VF3900126	.7M S ON 110TH RD &
	CITY OF DODGE CITY WELL #23	897500	VF3900216	110TH RD & VALLEY RD
	CITY OF DODGE CITY CITY SPRINKLER SYSTEM/STOP LIGHTS	1116000	V114796	2ND AND BEESON TR
DR	CITY OF DODGE CITY BASEBALL CONCESSION STAND & A RESTROOM	1117300	V113723	WRIGHT AVE & DIANE
	CITY OF DODGE CITY WELL	1137500	VF3900959	1ST AND SOULE WELL
LIFT STATION	CITY OF DODGE CITY #1 LIFT STATION	1141401	VF3900725	101 MCLAUSLAND RD #1
AIRPORT	CITY OF DODGE CITY EAGLEMED HOUSE - AIRPORT	1160700	V112795	EAGLEMED HOUSE -
	CITY OF DODGE CITY FLASHER	1164600	V010172	FLASHER 1910 6TH AVE
	CITY OF DODGE CITY FLASHER	1164900	V124781	FLASHER MILLER N
	CITY OF DODGE CITY RECEPTACLES & LIGHTING-EISENHOWER PARK	1174900	V115918	505 1ST AVE
	CITY OF DODGE CITY	1184800	VF3900640	800 N 2ND CITY HALL
	CITY OF DODGE CITY LARGE CINDER BLOCK BUILDING/OFFICES	1187800	VF3161276	1ST & WATER PUB
POOL	CITY OF DODGE CITY OLD SWIMMING POOL BUILDING	1212202	VF3600042	2101 1ST AVE SWIMMING
COMMANCHE/14TH AVE	CITY OF DODGE CITY GOLF COURSE WELL - WELL/EDO IRRIGATION	1212600	VF3160157	.75M W ON W
PARK-N CONCESSIONS STAND/LIGHTS	CITY OF DODGE CITY	1218810	VF3900304	11322 110 RD RACEWAY

November 4, 2024

CITY OF DODGE CITY LIFT STATION	1242500	VF3161308	1400 CIRCLE LAKE DR
CITY OF DODGE CITY SPRINKLER SYSTEM FOR THE PARK & PLUG-IN	1254100	V126269	1600 4TH AVE
CITY OF DODGE CITY WATER WELL	1256000	VF3160353	H & VINE WELL #7 DC
CITY OF DODGE CITY METER FOR THE POLICE DEPT	1271000	VF3900941	110 W SPRUCE ST MAIN
CITY OF DODGE CITY WATER WELL	1276200	VF3900833	AIRPORT WELL #18 CITY
CITY OF DODGE CITY FLASHER	1297200	V010156	2223 6TH AVE
CITY OF DODGE CITY FLASHER ASH & AVE A CENTRAL SCHOOL	1301200	V010148	FLASHER ASH & AVE A
CITY OF DODGE CITY SHOP MAINTENANCE SHOP FOR PUBLIC GOLF COURSE	1310900	V113269	GOLF COURSE MAINT.
CITY OF DODGE CITY #1 CENTRAL WATER TOWER #1	1328800	V112226	CENTRAL WATER TOWER
CITY OF DODGE CITY LIFT STATION	1332700	V115181	LIFT STATION CRUSTB
CITY OF DODGE CITY BEHIND CROSSWALK SIGNAL	1348601	V118540	1109 CENTRAL AVE
CITY OF DODGE CITY LIGHTS IN THE AWNING OF THE SIDEWALK	1362700	V128645	200 W WYATT EARP BLVD
CITY OF DODGE CITY SOULE ST TRAFFIC LIGHT	1381300	V126617	CENTRAL AVE AND
CITY OF DODGE CITY WELL #4 DC WATER WELL	1398900	VF3161240	SUNNYSIDE & MCARTOR
CITY OF DODGE CITY STATION KINDSVATER	1401600	V115020	LIFT STA KNSVTR LIFT
CITY OF DODGE CITY LIFT STATION	1409600	V128191	LIFT STATION KNDV WA
CITY OF DODGE CITY CONTROLS A TRAFFIC LIGHT	1451301	V128287	FLASHER MORGAN ST

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CITY OF DODGE CITY POST AVE FLASHER	1463000	V010155	FLASHER SOULE ST &
CITY OF DODGE CITY TRAFFIC LIGHTS	1466000	V112204	CENTRAL AND BYPASS
CITY OF DODGE CITY TRAFFIC LIGHTS & CONTROL @ HWY 50/113 RD	1479900	V113090	E HWY 50 SIGNAL
CITY OF DODGE CITY SEWERAGE PUMP	1506300	VF3900430	BETA RD & CHERRY ST
CITY OF DODGE CITY WATER WELL #11	1529400	VF3161137	E TRAIL WELL #11 CITY
CITY OF DODGE CITY RD RECEPTICAL ON POLE-FENCE CHARGER-BKR OFF	1529500	V112794	MILITARY AVE AND 113
CITY OF DODGE CITY STREET LIGHTS AT ROSS & 14TH	1575001	V110767	LT 14TH & ROSS
CITY OF DODGE CITY YELLOW FLASHING CROSSING LIGHT	1630400	V126894	900 CENTRAL AVE
CITY OF DODGE CITY DOWNTOWN PLUG INS DOWNTOWN PLUG INS	1657500	V116532	208 W WYATT EARP
CITY OF DODGE CITY LIGHTS FOR SKATE PARK BY WRIGHT PARK	1660500	V113761	TENNIS WRIGHT PK
CITY OF DODGE CITY COMANCHE ST & 109TH RD	1686500	V120256	.25M WEST ON SPKLR SYSTEM/RECEPTICAL/WATER WELL/SHED
CITY OF DODGE CITY DODGE CITY ANIMAL SHELTER	1688101	V125580	104 N 14TH AVE
CITY OF DODGE CITY FLASHER	1691100	VF010201	400 LONGBRANCH RD
CITY OF DODGE CITY PARK LOT	1725202	V116656	11322 110 RD PARK LOT
CITY OF DODGE CITY BATHROOM/CONCESSION STAND/PARK LIGHTS	1742500	V120248	2002 W DIVISION ST
CITY OF DODGE CITY 109TH RD GOLF COURSE RESTROOMS	1748900	V123487	US HWY 50 BYPASS &
CITY OF DODGE CITY INTERSECTION TRAFFIC SIGNAL LIGHTS AND CONTROL	1753400	V010157	4TH & SOULE

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CITY OF DODGE CITY	1759900	V112793	AIRPORT ENTRANCE FLOOD LIGHT, LIGHTS FOR AIRPORT SIGN
CITY OF DODGE CITY	1776401	VF3900027	240 SAN JOSE #1 CAVALIER FIELD CAVALIER FIELD
CITY OF DODGE CITY	1786300	V010112	SIGNAL 101 E WYATT EARP BLVD CROSS WALK SIGNAL @ DEPO TRAIN STATION
CITY OF DODGE CITY	1788300	VF3160459	GREENCREST CEMETARY/MATT DOWN LN GREENCREST CEMETARY
CITY OF DODGE CITY	1796701	VF3500112	RODEO ARENA - PROSPECT/W MARKET RODEO ARENA
CITY OF DODGE CITY	1802500	V113594	2ND & TRAIL LIGHTS - TRLR TRANF S TRAFFIC & CROSSWALK LIGHTS/CONTROLS
CITY OF DODGE CITY	1806701	VF3160359	1100 PEREZOSA DR LIFT STATION BY LAZY ACRES
CITY OF DODGE CITY	1815300	V010079	SIGNAL N 14TH AVE/SOULE ST TRAFFIC SIGNAL LIGHTS, CROSS WALKS
CITY OF DODGE CITY	1816100	V119008	PARK MAIN METER PARK MAIN METER
CITY OF DODGE CITY	1827900	VS3121151	US 283 & WHIRLWIND RD -IRRIG PIVOT 2 N EDO IRRIGATION SERVICE
CITY OF DODGE CITY	1831600	V111408	14TH WATER TOWER #3 WATER TOWER #3
CITY OF DODGE CITY	1834100	V113709	4TH AVE & PARK ST ZOO SPRINKLER SYSTEM/LIGHTS
CITY OF DODGE CITY	1840100	VS3120666	CIR LAKE & AVE P WELL #17 WATER WELL
CITY OF DODGE CITY	1848400	V128604	1ST & TRAIL STREET LIGHTS TRAFFIC SIGNAL LIGHTS
CITY OF DODGE CITY	1849100	VF3160652	14TH & BEESON WELL #8 CITY WATER WELL
CITY OF DODGE CITY	1854200	VF3900840	SAN JOSE ST & SISTER MELEESA LN HENNESSEY HALL
CITY OF DODGE CITY	1854700	V128775	SIGNAL CEDAR STORM SIGNAL ON CEDAR

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CITY OF DODGE CITY WELL #14	1920600 CITY WATER WELL #14	VS3120664	W BEESON & LULU AVE
CITY OF DODGE CITY ST	1934600 TRAFFIC LIGHTS, CROSSING & CONTROLS	V124800	2000 6TH AVE & MORGAN
CITY OF DODGE CITY FLASHER	1943800 FLASHER	V010161	FLASHER 809 S 14TH AVE
CITY OF DODGE CITY PARK ST	1960500 COTTONWOOD LIFT	VF3161314	COTTONWOOD AVE &
CITY OF DODGE CITY LIFT STATION	1964500 LIFT STATION	V115186	LIFT STATION BY CURT
CITY OF DODGE CITY TRAFFIC SIGNAL LIGHTS/CROSSWALK/CONTROLS	1985600 TRAFFIC SIGNAL LIGHTS/CROSSWALK/CONTROLS	V110125	14TH COMANCHE TR
CITY OF DODGE CITY HOUSES MAINTENANCE VEHICLES/RADAR EQUIP	1989500 HOUSES MAINTENANCE VEHICLES/RADAR EQUIP	VF3600055	AIRPORT ADM BLDG
CITY OF DODGE CITY DODGE CITY FIRE DEPT. STATION #2	2001900 DODGE CITY FIRE DEPT. STATION #2	V120515	707 S 14TH AVE
CITY OF DODGE CITY LIGHTS @ US 400 & THE SOUTH BYPASS	2002300 LIGHTS @ US 400 & THE SOUTH BYPASS	V010090	2613 E TRAIL ST STOP
CITY OF DODGE CITY WRIGHT PARK ZOO	2018400 WRIGHT PARK ZOO	V125966	WRIGHT PARK ZOO
CITY OF DODGE CITY TOWER CITY WATER TOWER	2025502 TOWER CITY WATER TOWER	V120511	1008 ROSS BLVD WATER
CITY OF DODGE CITY AIRPORT & HANGER	2030900 AIRPORT & HANGER	V118021	AIRPORT & HANGER
CITY OF DODGE CITY MORGAN ST SIGNAL MORGAN ST	2036400 MORGAN ST SIGNAL MORGAN ST	V010173	1924 6TH - SIGNAL
CITY OF DODGE CITY ST LIFT STATION	2037000 LIFT STATION	VF3161025	2326 ROBIN RD - LIFT
CITY OF DODGE CITY AIRPORT AARF BLDG	2046401 AIRPORT AARF BLDG	VF3160118	AIRPORT AARF BLDG
CITY OF DODGE CITY EARP BLVD TRAFFIC SIGNAL LIGHTS & CONTROLS	2051301 EARP BLVD TRAFFIC SIGNAL LIGHTS & CONTROLS	V124801	SIGNAL 4TH & WYATT
CITY OF DODGE CITY AVE/SUNNYSIDE SCHL TRAFFIC SIGNAL LIGHTS & CONTROLS	2051700 AVE/SUNNYSIDE SCHL TRAFFIC SIGNAL LIGHTS & CONTROLS	V127772	511 SUNNYSIDE

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CITY OF DODGE CITY	2068900	V114532	1109 LONGBRANCH RD
SMALL BUILDING FOR CITY			
CITY OF DODGE CITY	2070500	VF3900525	WARRIOR RD & S US
HWY 283 DC WATER WELL			
CITY OF DODGE CITY	2076100	V010160	FLASHER 1805 W BEESON
FLASHER			
CITY OF DODGE CITY	2084607	VF3161101	W. COMANCHE ST &
109TH RD SPRINKLER SYSTEM/MOSOLUEM/RECEPTACLES			
CITY OF DODGE CITY	2090200	VF3160147	1800 MATT DOWN
LN/MARIAH HILLS PROSHOP	MARIAH HILLS PROSHOP		
CITY OF DODGE CITY	2110500	VF3160081	110 RD CHLORIN W HWY
56 WATER WELL FOR THE CITY OF DODGE CITY			
CITY OF DODGE CITY	2111600	VF3161289	SPRUCE & GARDNER
WELL #9 CITY WATER WELL			
CITY OF DODGE CITY	2116600	V010174	SIGNAL 1ST &
COMANCHE ST TRAFFIC LIGHTS			
CITY OF DODGE CITY	2158600	V124799	FLASHER 14TH & LINN
ST TRAFFIC SIGNAL LIGHTS/CROSS WALK CONTROL			
CITY OF DODGE CITY	2188205	VF3900727	101 E WYATT EARP BLVD
APT 2 TRAIN DEPOT			
CITY OF DODGE CITY	2217100	V010005	2000 E TRAIL ST
ANTENNA ON THE POLE ABOVE THE METER.			
CITY OF DODGE CITY	2221500	V120981	CEMETERY SM OFFICE
BLDG/MAINT SHED FOR CEMETARY			
CITY OF DODGE CITY	2225700	V116486	205 E WYATT EARP BLVD
RECEPTACLE - GOES UDRGRD - BREAKER OFF			
CITY OF DODGE CITY	2228700	V010042	2201 6TH AVE & SOULE
ST TRAFFIC LIGHTS AND CONTROL			
CITY OF DODGE CITY	2266400	VF3160119	.5M SOUTH US HWY 283
& US HWY 50 56 CHAF INDSTRL LFT			
CITY OF DODGE CITY	2268600	VF040082	2ND & W WYATT EARP W
TRAFFIC LIGHTS,CROSS WALK/CONTROL & LTS			
CITY OF DODGE CITY	2274802	VF3900885	US HWY 283 & WARRIOR
RD S HWY 283 SEWAGE PONDS(IRR)			

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CITY OF DODGE CITY	2287900	V125497	400 W WYATT EARP BLVD
DODGE CITY VISITOR INFORMATION CENTER			
CITY OF DODGE CITY	2293800	VF130021	AVE L & E SPRUCE ST
BASEBALL PARK			
CITY OF DODGE CITY	2302600	VF3900153	201 SOULE - FIRE
STATION #1 FIRE STATION #1			
CITY OF DODGE CITY	2314500	VF3160516	1201 SUNNYSIDE - BOTO
ADD LIFT STLIFT STATION			
CITY OF DODGE CITY	2340400	VF3900174	.5M W ON UPLAND RD &
US HWY 283 WATER WELL S HWY 283 WELL			
CITY OF DODGE CITY	2345400	V010189	HWY 50/14TH ST
INTERSECTION TRAFFIC SIGNAL LIGHTS/CROSS WALK/CONTROL			
CITY OF DODGE CITY	2400400	V010162	CAUTION LIGHT 2118
HART AVE CAUTION LIGHT			
CITY OF DODGE CITY	2403100	VF3900992	71 N 2ND/HOOVER
PAVILLAN HOOVER PAVILIAN AT WRIGHT PARK			
CITY OF DODGE CITY	2404300	VF3161188	14TH & SPRUCE WELL #5
DC WATER WELL PUMPING			
CITY OF DODGE CITY	2424808	VF3600037	100 CHAFFIN IND PK
STORAGE/OFFICE FACILITY			
CITY OF DODGE CITY	2436001	V115199	SIGNAL 14TH & BEESON
INTERSECTION TRAFFIC LIGHTS, CROSS WALK, AND CONTROL			
CITY OF DODGE CITY	2456400	V115413	WOOD RD & PIONEER RD
RECEPTACLE			
CITY OF DODGE CITY	2461403	VF3900166	600 W ROSS BLVD
LEGENDS BASEBALL FIELD COMPLEX			
CITY OF DODGE CITY	2479700	V113270	GOLF COURSE CART
SHED GOLF COURSE CART SHED			
CITY OF DODGE CITY	2487800	V010116	FLASHER ELM & AVE A
FLASHER			
CITY OF DODGE CITY	2488400	VF3161160	SMITH & WILLOW WELL
#3	DC WATER WELL PUMPING		
CITY OF DODGE CITY	2494000	V116424	LIFT STATION HAPPY
LIFT STATION			

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CITY OF DODGE CITY 2503801 VS3121446 S 283 & WHIRLWIND RD -
IRRIG PIVOT 3 N EDO IRRIGATION SERVICE

CITY OF DODGE CITY 2512600 V010171 SIGNAL MORGAN ST -
MEMORIAL STADIUM SIGNAL MORGAN ST - MEMORIAL STADIUM

CITY OF DODGE CITY 2521100 VS3121554 US 283 & WARRIOR RD -
IRRIG PIVOT 9 W EDO IRRIGATION SERVICE

CITY OF DODGE CITY 2523400 VS3120466 801 UNIVERSITY DR
CITY WATER WELL #10

CITY OF DODGE CITY 2526000 V120199 SIGNAL 6TH & HWY 50
BYPASS TRAFFIC LIGHTS

CITY OF DODGE CITY 2534300 V120331 106 E WYATT EARP BLVD
BEHIND OLD SINCLAIR SERVICE STATION

CITY OF DODGE CITY 2535100 VS3120702 BEESON RD & S 2ND AVE
CITY OF DODGE CITY WATER WELL #6

CITY OF DODGE CITY 2537400 V124037 1301 AVE C GIRL SCOUT
OLD BUILDING CITY OF DODGE CITY USES

CITY OF DODGE CITY 2541400 VF3900008 .75M W ON W
COMMANCHE/14TH AVE WELL IRRIGATION - GOLF COURSE

CITY OF DODGE CITY 2554100 V114721 2ND AND SYCAMORE
INTERSECTION TRAFFIC LIGHTS, CROSS WALK, AND CONTROL

CITY OF DODGE CITY 2559200 V010094 SIGNAL SUNNYSIDE &
BEESON SIGNAL SUNNYSIDE & BEESON

CITY OF DODGE CITY 2563701 V010061 SIGNAL 1100 AVE G
SIGNAL 1100 AVE G - MILLER SCHOOL

CITY OF DODGE CITY 2565200 V010062 14TH & SPRUCE SIGNAL
14TH & SPRUCE SIGNAL

CITY OF DODGE CITY 2568600 V010059 1ST & SPRUCE ST
INTERSECTION TRAFFIC LIGHTS, CROSS WALK, AND CONTROL

CITY OF DODGE CITY 2637201 V010176 VILLAGE SQUARE MALL
N. IRRIG. VILLAGE SQUARE MALL N. IRRIG.

CITY OF DODGE CITY 2637300 V124805 SIGNAL 14TH W WYATT
EARP BLVD SIGNAL 14TH W WYATT EARP BLVD

CITY OF DODGE CITY 2803600 VF000008 AIRPORT - HANGERS
LARGE, LONG AIRPLANE HANGAR

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CITY OF DODGE CITY JOSE DR	2849300	V113922	SOCCER COMPLEX SAN SOCCER COMPLEX
CITY OF DODGE CITY PITS @ DODGE CITY RACEWAY PARK/LIGHTS	2853400	V123740	110 SPUR & US HWY 400
CITY OF DODGE CITY TICKET OFFICE & RESTROOMS FOR RACE TRACK	2853500	V123739	110 SPUR & US HWY 400
CITY OF DODGE CITY ST/SEWER LIFT	2861400	VF3161189	2905 1/2 E TRAIL SEWER LIFT STATION FOR THE CITY
CITY OF DODGE CITY MELEESA LN	2891200	VF3160191	SAN JOSE ST & SISTER WATER WELL AT THE SHERIDAN BUILDING
CITY OF DODGE CITY TRAFFIC LIGHT	2937600	V125933	6TH & ROSS AVE TRAFFIC LIGHTS
CITY OF DODGE CITY CROSSING/ROSS ELEM	2985400	V120882	6TH & RUYAN PED CROSS WALK ON 6TH STREET
CITY OF DODGE CITY RACETRACK	3023000	VF3900101	11322 1/2 110 RD - MAIN MAIN RACETRACK, CONCESSION, LIGHTING
CITY OF DODGE CITY SOCCER FIELD	3067200	VF3161195	240 SAN JOSE DR #2 CONCESSION STAND/OFFICE/MAINTENANCE SHED
CITY OF DODGE CITY 109TH RD	3067400	VF3160399	W. COMANCHE ST & MAPLE GROVE CEM #2
CITY OF DODGE CITY 3RD & SPRUCE SIGNAL	3077200	V010009	3RD & SPRUCE SIGNAL
CITY OF DODGE CITY MILITARY AVE	3123301	VF000015	LANDFILL RD & NEW AARF HANGER BLDG - BREAKERS OFF
CITY OF DODGE CITY LIFT STATION	3177600	VF3160714	4400 1/2 W COMANCHE - LIFT STATION CASINO
CITY OF DODGE CITY SIGN FOR DODGE CITY RACEWAY PARK	3181300	V116657	11320 1/2 110 RD LED
CITY OF DODGE CITY COMANCHE SIGNAL HWY 50 & W COMANCHE	3181400	V127906	SIGNAL HWY 50 & W
CITY OF DODGE CITY BOOT HILL CASINO SIGN	3181500	V119172	US 50 /CASINO SIGN
CITY OF DODGE CITY SIGN FOR LEGENDS PARK ENTRANCE	3182000	V111014	600 1/2 ROSS BLVD BIG

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CITY OF DODGE CITY	3185200	VF3900678	NEW AIRPORT FIRE DEPT AIRPORT FIRE DEPT
CITY OF DODGE CITY	3185300	V010080	CROSSWALK SIGNAL BY DCCC CROSS WALK SIGNAL/LIGHTS BY DCCC
CITY OF DODGE CITY	3195000	V010082	CROSSWALK @ WYATT EARP/OVERHILL CROSS WALK SIGNAL/LIGHTS/CONTROLS
CITY OF DODGE CITY	3201200	VF3900787	HORSESHOE RD & 110TH RD SEWER TREATMENT PLANT N 14TH
CITY OF DODGE CITY	3201300	VF3900125	DCRP S 14TH & 56 (WELL #21) DC WATER WELL
CITY OF DODGE CITY	3201400	VF3900128	1400 BALES (WELL#29) DC WATER WELL
CITY OF DODGE CITY	3201500	VF3900118	11309 E COMANCHE WELL #30 CITY WATER WELL
CITY OF DODGE CITY	3201600	VF3900845	112 RD & 56 HWY (WELL #19) (WELL #19)
CITY OF DODGE CITY	3211700	V117409	111 WATER ST/POLE SHED COMMERCIAL POLE SHED
CITY OF DODGE CITY	3231900	VF3900849	AVE A AND CHISOLM/LIFT STATION LIFT STATION
CITY OF DODGE CITY	3237500	V122384	2103 W US HWY 50 INDUSTRIAL CONTROL PANEL/WELL STATION
CITY OF DODGE CITY	3292400	V130015	BANDSHELL - WRIGHT PARK PRIMARY METER-NOT ELIBIBLE FOR DISCOUNT
CITY OF DODGE CITY	3301300	VF3160084	CONSESSIONS @ CAVILIER FIELD CONSESSIONS @ CAVILIER FIELD
CITY OF DODGE CITY	3343300	V120365	71 N 2ND - N SPRINKLERS @ PAVILLION N SPRINKLERS @ PAVILLION
CITY OF DODGE CITY	3349201	VF3900514	111 4TH-LONGBRANCH LAGOON AQUATIC LONGBRANCH LAGOON AQUATIC PARK
CITY OF DODGE CITY	3356400	V128578	501 W SPRUCE - SPRINKLERS 501 W SPRUCE - SPRINKLERS
CITY OF DODGE CITY	3368600	VF00102	4TH AND TRAIL LIGHTS, A SIGN, AND SPRINKLER SYSTEM

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CITY OF DODGE CITY LIGHTSTOP LIGHT	3370900	V116205	2601 CENTRAL AVE STOP
CITY OF DODGE CITY BAND SHELL	3371600	VF3900739	LONGBRANCH LAGOON LONGBRANCH LAGOON BAND SHELL
CITY OF DODGE CITY COMMANCHE SCHOOL - CROSSWALK SIGNAL	3374600	V112673	1607 1ST AVE
CITY OF DODGE CITY 5361-D1 BIOGAS FACILITY	3379400	VF3900866	BIO-GAS PLANT @ 052-
CITY OF DODGE CITY STOPLIGHT US HWY 50 & FAIRWAY DR	3380100	V116943	806 1/2 SUNDOWN CT
CITY OF DODGE CITY CENTRAL CROSS WALK SIGNAL	3411800	V118483	ALLEY BEHIND 1715
CITY OF DODGE CITY CENTER BUILDING	3420900	VF040121	HENNESSEY HALL REWA
CITY OF DODGE CITY CAMERAS AT POLICE STATION	3429400	V127039	804 1ST AVE SECURITY
CITY OF DODGE CITY RECYCLING BUILDING	3431400	VF3900757	124 14TH AVE
CITY OF DODGE CITY ADDITION TO ANIMAL SHELTER	3435100	V126887	104 1/2 N 14TH NEW
CITY OF DODGE CITY METER FOR HILMAR CHEESE	3509500	V128389	1801 112 RD WATER
CITY OF DODGE CITY LIFT STATION	3509700	VF3900982	1801 112 RD HILMAR



Memorandum

To: City Commission

From: City Manager, Nick Hernandez & Assistant City Manager Melissa McCoy

Date: November 4, 2024

Subject: Approval of Purchase of Downtown Christmas Decorations

Agenda Item: New Business

Purpose: Transform the historic downtown for the holiday season with new Christmas decorations that will help draw citizens and visitors to the historic core of the community.

Recommendation: Approve the purchase of \$58,138.40 for Christmas decorations for the Historic Downtown.

Background: As phases of the streetscape are wrapping up, the addition of new western themed Christmas decorations will serve to highlight the work that has been recently completed and to bring attention to downtown businesses. The current decorations are limited and have included lights on the Front Street buildings, the Mayor's tree at the Dodge City Visitor Center and banners on Wyatt Earp that are nearly fourteen years old.

The proposed decorations are custom made in USA by Creative Displays and are commercial grade lighting products. The Dodge City Parks and Recreation has worked with Creative Displays over the years and their products have always stood up well to our strong winds and inclement weather. In addition, the western themed design will celebrate our heritage with the proposed boots and hats decorations for the light poles and the Wrangler on horseback will be sure to bring additional life to the Dodge City during the holiday season. The skylines will also be reminiscent of the historic decorations that graced our downtown previously. The decorations will be installed by the Dodge City Parks and Recreation department. If approved, it is anticipated that the products would arrive by the first of December and be installed to enjoy by this holiday season.

City Commission Options:

1. Approve
2. Disapprove
3. Table for further discussion

Financial Considerations: Creative Displays is the sole source vendor for this project since the decorations are custom made to highlight Dodge City's western heritage. If approved the decorations will be paid out of the additional two percent transient guest tax where sufficient funding is available for this project. The decorations will be a significant draw for visitors as well as locals for the holiday season.

Amount \$: \$58,138.40

Legal Considerations: Currently there are no legal considerations for the purchase of decorations for the downtown.

Mission/Values: The proposed project meets with the City's Core Purpose of making Dodge City the best place to be and Core Value of ongoing improvement.

Attachments:

Creative Display Proposal and Cost Estimate

Approved for the Agenda by:

A handwritten signature in black ink that reads "Nickolaus J. Hernandez". The signature is written in a cursive style with a large, stylized initial "N".

Nickolaus J. Hernandez, City Manager

CREATIVE DISPLAYS, INC.

14150 SANTA FE TRAIL DRIVE
LENEXA, KS 66215

Proposal

Date	Estimate #
10/30/2024	7050

Name / Address
City Of Dodge City Parks And Facilities 100 Chaffin Rd Dodge City, KS 67801-9300 USA

Ship To
CITY OF DODGE CITY PARKS AND FACILITES 100 CHAFFIN ROAD DODGE CITY, KS 67801

P.O. No.	Rep	Project	E-MAIL	JOB
	CB		tonyh@dodgecity.org	
Item	Description	Qty	Cost	Total
CPM14-113-CO...	4' W x 5.25' H, COWBOY BOOT WITH HOLLY POLE MOUNT, APPROX. 80 LED BULBS	10	790.00	7,900.00T
CPM14-114-CO...	3' W x 5' H, COWBOY HAT WITH POINSETTIA POLE MOUNT, APPROX. 80 LED BULBS	10	790.00	7,900.00T
CSSCC-56	GROUND MOUNTED COWBOY ROPING STEER; 32' x 16'	1	16,178.40	16,178.40T
MISC.	50' W SNOWFLAKES & STAR SKYLINE	4	4,180.00	16,720.00T
MISC.	60' W SNOWFLAKES & STAR SKYLINE	2	4,720.00	9,440.00T
SHIPPING (FUT...	(ACTUAL SHIPPING CHARGES TO BE ADDED WHEN SHIPPED)		0.00	0.00T
	Total sales tax calculated by AvaTax		0.00	0.00
ESTIMATE NOTE	ALL SALES ORDERS REQUIRE A 50% NON-REFUNDABLE DEPOSIT WITH THE REMAINING BALANCE DUE AT THE TIME OF SHIPPING. THE PURCHASER AGREES TO ALL TERMS AND CONDITIONS. ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT WWW.CREATIVEDISPLAYS.COM		0.00	0.00T
ALL SALES ARE SUBJECT TO OUR TERMS AND CONDITIONS, WHICH CAN BE FOUND AT:WWW.CREATIVEDISPLAYS.COM			Total \$58,138.40	
Phone #	Fax #	E-mail		
913-402-9617	913-402-8487	CHRIS@CREATIVEDISPLAYS.COM		



Dodge City Holiday Decorations
November 2024

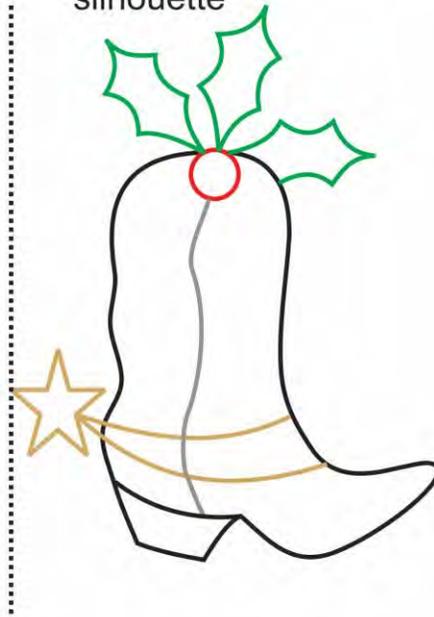


Custom Pole Mount Designs

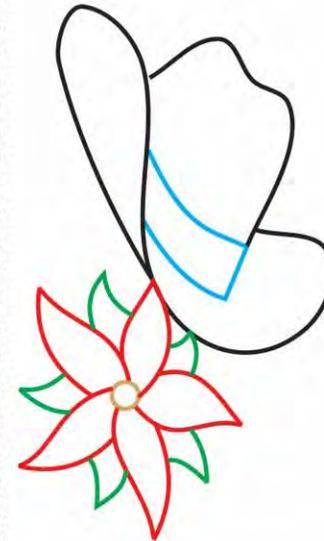
1400839d



14-113
(PM) Cowboy boot
4 x 5.25
silhouette



14-114
(PM) Cowboy hat
3 x 5
silhouette

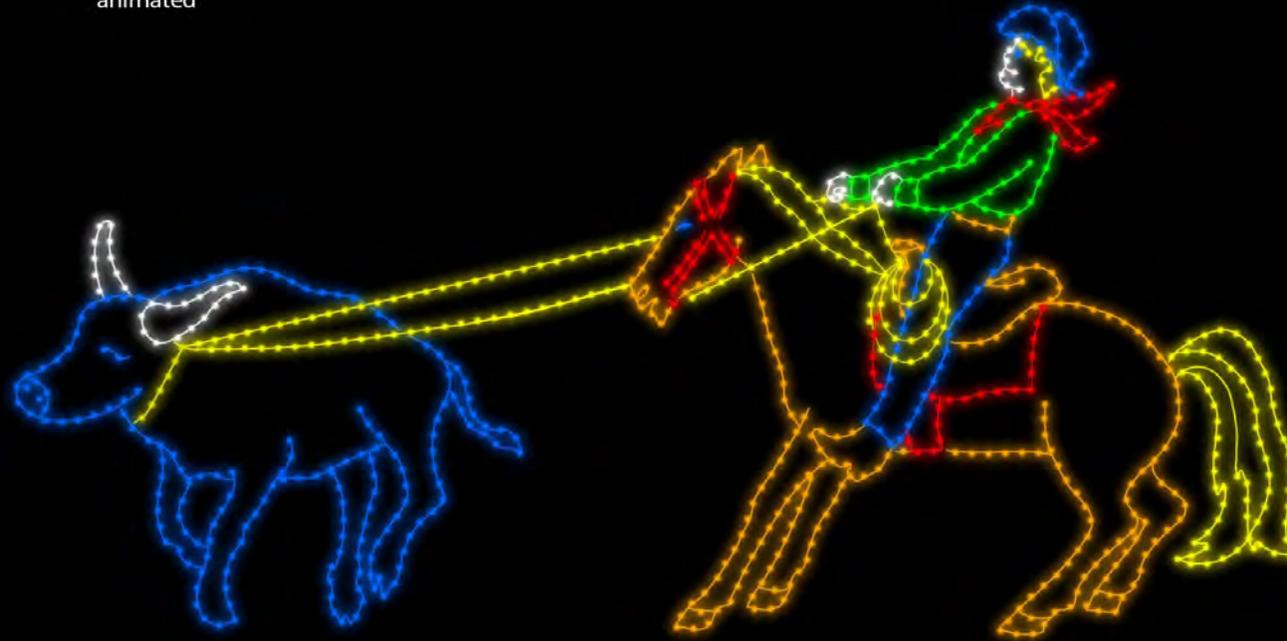


Pole Mount Actual Look



Custom Large Cowboy Ground Mount

SSCC-56
Cowboy Roping Steer
32' X 16'
animated



Custom 50' w and 60' Skylines

Credis-2024
(OH) Oh-509 skyline with star
38' x 7' □
standard skyline with
6' Star replacement in middle
silhouette/cool white

