

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, December 19, 2011

7:00 p.m.

MEETING #4871

CALL TO ORDER

ROLL CALL

INVOCATION by Rev. Daniel Armenta with Iglesia Bautista Emanuel

PLEDGE OF ALLEGIANCE

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).

Statement of Support for the Guard and Reserve. Report by Director of Public Information, Jane Longmeyer.

Presentation of Awards to Leonel Ibarra and Mary Trent for completion of Certified Public Management. Report and Presentation by Director of Public Information, Jane Longmeyer.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, December 5, 2011;
2. Approval of Jt. City/County Commission Meeting minutes, December 12, 2011;
3. Appropriation Ordinance No. 23, December 19, 2011
4. Cereal Malt Beverage License
 - a. Walgreens #7817, 1801 N. 14th Avenue
5. Approval of Change Order No. 1 for Cedar Street Reconstruction.
6. Approval of Change Order No. 1 for Briar Street Improvements.
7. Approval of Change Order No. 1 for Wagon Wheel Addition.
8. Approval of Change Order No. 1 for West Wyatt Earp R/W Fill-In.

ORDINANCES & RESOLUTIONS

Ordinance No. 3525: An Ordinance Annexing to the City of Dodge City the Described Property, in Accordance With K.S.A. 12-520 Et. Seq; Providing For the Zoning Thereof, and Placing the Property in a Voting Ward. Report by Director of Developmental Services, Dennis Veatch.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Boot Hill Casino Resort Subdivision. Report by Director of Developmental Services, Dennis Veatch.
2. Approval of Bids for Carpet Replacement at the Police Department. Report by Assistant Superintendent of Public Works, Corey Keller.
3. Approval of Bids for Front End Loader. Report by Assistant Superintendent of Public Works, Corey Keller.
4. Approval of Bids for Skid Steer Loader. Report by Assistant Superintendent of Public Works, Corey Keller.
5. Approval of All-4-Fun Agreement Extension. Report by Director of Parks & Recreation, Paul Lewis.
6. Approval of Contract with Rodgers Design Group, Inc. for Irrigation Placement at Mariah Hills Golf Course. Report by Director of Parks & Recreation, Paul Lewis.
7. Approval of National League of Cities Service Line Warranty Program and Agreement with Utility Service Partners. Report by City Clerk/Director of Finance, Nannette Pogue.
8. Approval of Allocation of Alcohol and Drug Sale Tax Funds. Report by City Clerk/Director of Finance, Nannette Pogue.
9. Approval of Letter of Intent from Carr Baier Crandall (CBC) Real Estate Group. Report by City Manager, Ken Strobel.

OTHER BUSINESS

ADJOURNMENT



STATEMENT OF SUPPORT FOR THE GUARD AND RESERVE



CITY OF DODGE CITY

We recognize the Guard and Reserve are essential to the strength of our nation and the well-being of our communities.

In the highest American tradition, the patriotic men and women of the Guard and Reserve serve voluntarily in an honorable and vital profession. They train to respond to their community and their country in time of need. They deserve the support of every segment of our society.

If these volunteer forces are to continue to serve our nation, increased public understanding is required of the essential role of the Guard and Reserve in preserving our national security.

Therefore, we join other employers in pledging that:

- We fully recognize, honor and enforce the Uniformed Services Employment and Reemployment Rights Act (USERRA).
- Our managers and supervisors will have the tools they need to effectively manage those employees who serve in the Guard and Reserve.
- We will continually recognize and support our country's service members and their families in peace, in crisis, and in war.

Employer

National Chair
Employer Support of the Guard and Reserve

Acting Assistant Secretary of Defense
for Reserve Affairs

Date



CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, December 5, 2011

7:00 p.m.

MEETING #4868

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Kent Smoll, Monte Broeckelman, Jim Sherer, and Michael Weece were present.

INVOCATION by Rev. Daniel Armenta with Iglesia Bautista Emanuel

PLEDGE OF ALLEGIANCE

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).

Roger Profit with Dodge City Community College spoke regarding Letter of Support for FEMA Grant Application.

Director of Public Information, Jane Longmeyer, presented the Character Trait for December - Benevolence

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, November 21, 2011;
2. Appropriation Ordinance No. 22, December 5, 2011
3. Cereal Malt Beverage License
 - a. Casa Alvarez, 1701 W. Wyatt Earp
 - b. ALCO Discount Store #371, 1701 N. 14th Street
4. Approval of Consent Order No. 1 Collection System Improvements Phase 1

Commissioner Michael Weece moved to approve the Consent Calendar as presented, seconded by Commissioner Jim Sherer. The motion carried 5-0.

ORDINANCES & RESOLUTIONS

Resolution No. 2011-29: Resolution Requesting Support and Approval of Affordable Rental Housing in the Vicinity of 6th Avenue and Cedar Ridge Street, Dodge City, Kansas was approved on a motion by Mayor Rick Sowers, seconded by Commissioner Kent Smoll. Motion carried 5-0.

Resolution No. 2011-30: Resolution Authorizing and Directing the Issuance, Sale and Delivery of General Obligation Temporary Notes, Series 2011-1, of the City of Dodge City, Kansas; Providing for the Levy and Collection of an Annual Tax, if Necessary, for the Purpose of Paying the Principal of and Interest on Said Notes as They Become Due; Making Certain Covenants and Agreements to Provide for the Payment and Security Thereof; and Authorizing Certain Other Documents and Actions Connected Therewith was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Kent Smoll. Motion carried 5-0.

Resolution No. 2011-31: A Resolution Adopting the Multi-Hazard Mitigation Plan Approved By The Federal Emergency Management Agency (FEMA) was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Michael Weece. Motion carried 5-0.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Engagement Letter for the Audit for the Years Ending 2011 and 2012 with Kennedy McKee & Co was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 5-0.
2. Bid for the Wright Park Parking Lot in the amount of \$179,814.60 from JAG Construction was approved a motion by Commissioner Michael Weece, seconded by Commissioner Jim Sherer. Motion carried 5-0.

OTHER BUSINESS

Ken Strobel, City Manager:

- Welcomed Commissioner Jim Sherer back home;
- Joint City/County Commission Meeting on Monday, December 12th;
- Parade of Lights went well – except for the incident with the Shetland pony;
- Cherise and Ken attended the Kansas City's Manager Association Meetings; and
- Thanked the Commission for their attendance at the Christmas Party.

Commissioner, Michael Weece:

- Really enjoyed the Christmas Party...United Wireless Staff was excellent; and
- Reminded everyone to shop local.

Commissioner, Jim Sherer:

- Glad to be back from trip to see new granddaughter; and
- Appreciated the Christmas Lights in downtown.

Mayor, Rick Sowers:

- Thanked Magourik Family for sponsoring the Youth Hockey; and
- Welcomed back Jim.

Commissioner, Kent Smoll:

- Sales Tax is up 7%;
- Spoke on the Christmas Party;
- Reminded everyone to shop local and shop often;
- Unusual event at the Event Center – Youth Hockey Tournament; and
- Reminded everyone that a lot is going on at the Event Center.

Commissioner, Monte Broeckelman:

- Very nice time at the Employee Christmas Party at Magourik Conference Room;
- While in Iowa for Thanksgiving, met a person that comes through Dodge City and was very complimentary; and
- Questioned where we are at with the Levy and All-4-Fun property.

ADJOURNMENT: Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 5-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

JOINT CITY/COUNTY COMMISSION MINUTES

Rose Room – Government Center

Monday, December 12, 2011

5:30 p.m.

MEETING #4869

CALL TO ORDER

ROLL CALL:

City of Dodge City: Mayor Rick Sowers, Commissioners Jim Sherer, Monte Broeckelman, Michael Weece and Kent Smoll.

Ford County: Chairman Kim Goodnight, Commissioners Terry Williams and Jerry King.

NEW BUSINESS

1. Approval of Agreement for Conveyance of Deed from the City of Dodge City to Ford County Public Building Commission.

City Action: Commissioner Jim Sherer moved to approve the agreement, Commissioner Michael Weece seconded the motion. Motion carried 5-0.

County Action: Chairman Kim Goodnight moved to approve the agreement, Commissioner Jerry King seconded the motion. Motion carried 3-0.

2. Adoption of Resolution No. 2011-32 which is a Resolution Authorizing the City of Dodge City, Kansas to Enter into an Agreement for Conveyance of Deed Whereby the City will Convey Certain Real Property to the Ford County, Kansas Public Building Commission and Authorizing the Execution Thereof and Certain Related Documents.

City Action: Commissioner Kent Smoll moved to approve Resolution No. 2011-32, Commissioner Jim Sherer seconded the motion. Motion carried 5-0.

County Action: No action was taken by the County as this Resolution is a City Resolution.

ADJOURNMENT

City Action: Commissioner Jim Sherer moved and Commissioner Kent Smoll seconded the motion to adjourn the meeting. The motion carried 5-0.

County action: The County adjourned the meeting.

ATTEST:

Rick Sowers, Mayor

Nannette Pogue, City Clerk

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of DODGE CITY

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input type="checkbox"/> License to sell cereal malt beverages for consumption on the premises.	
<input checked="" type="checkbox"/> License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.	

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-361924025F-01			
Name of Corporation Walgreen Co.		Principal Place of Business 300 Wilmot Road	
Corporation Street Address 300 Wilmot Road		Corporation City Deerfield	State IL Zip Code 60015
Date of Incorporation 02/15/1909 (IL)		Articles of Incorporation are on file with the Secretary of State. N/A <input type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name Jason S. Donica		Phone No. 316-684-5864	
Residence Street Address 611 E. Harry Street		City Wichita	State KS Zip Code 67218

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Walgreens #7817		Name Walgreens #7817	
Business Location Address 1801 N. 14th Avenue		Address P.O. Box 901	
City Dodge City	State KS Zip 67801	City Deerfield	State IL Zip 60015
Business Phone No. (620) 225-6095		<input type="checkbox"/> Applicant owns the proposed business or special event location. <input checked="" type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) WG-7817 KS LLC			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages, if necessary.			
Name See attached corporate rider.		Position	
Residence Street Address Walgreen Co. is a publicly held		City	State Zip Code
Spouse Name corporation. To the best of our		Position	
Residence Street Address knowledge, no one person or		City	State Zip Code
Name corporation owns as much as 5%		Position	
Residence Street Address of corporate stock.		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

SECTION 5 - MANAGER OR AGENT INFORMATION			
My place of business or special event will be conducted by a manager or agent.			<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If yes, provide the following:			
Manager/Agent Name	Jennifer L. Kohler	Phone No.	785-422-3240
		Date of Birth	06/22/74
Residence Street Address	3205 Gary Avenue	City	Dodge City
		Zip Code	67801
Manager or Agent Spousal Information			
Spouse Name	Mike Kohler	Phone No.	785-422-3240
		Date of Birth	05/31/69
Residence Street Address	3205 Gary Avenue	City	Dodge City
		Zip Code	67801

SECTION 6 - QUALIFICATIONS FOR LICENSURE	
<p>Within two years immediately preceding the date of this application, have any of the individuals identified in Sections 4 & 5 been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
<p>Have any of the individuals identified in Sections 4 and 5 been managers, officers, directors or stockholders owning more than 25% of the stock of a corporation which: (1) had a cereal malt beverage license revoked; or (2) was convicted of violating the Club and Drinking Establishment Act or the CMB laws of Kansas.</p>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
All of the individuals identified in Sections 4 & 5 are at least 21 years of age ¹ .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 7 - DURATION OF SPECIAL EVENT		
Start Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM
End Date	Time	<input type="checkbox"/> AM <input type="checkbox"/> PM

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct and that I am authorized by the corporation to complete this application. (K.S.A. 53-601)

SIGNATURE *John Mann* DATE 11/28/11

FOR CITY/COUNTY OFFICE USE ONLY:	
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>50.00</u> Date <u>12-1-11</u>	((\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>12-1-11</u>	
<input type="checkbox"/> Background Investigation <input type="checkbox"/> Completed Date _____ <input type="checkbox"/> Qualified <input type="checkbox"/> Disqualified	
<input type="checkbox"/> New License Approved Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> License Renewed Valid From Date _____ to _____ By: _____	
<input type="checkbox"/> Special Event Permit Approved Valid From Date _____ to _____ By: _____	

A PHOTOCOPY OF THE COMPLETED FORM, TOGETHER WITH THE STAMP FEE REQUIRED BY K.S.A. 41-2702(e), MUST BE SUBMITTED WITH YOUR QUARTERLY REPORT (ABC-301) TO THE ALCOHOLIC BEVERAGE CONTROL, 915 SW HARRISON STREET ROOM 214, TOPEKA, KS. 66625-3512.

¹ Spouse not required to be over 21 years of age. K.S.A. 41-2703(b)(9)

Print Form

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: December 2, 2011

*Subject: Cedar St. Reconstruction ST
1106*

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 Cedar Street Reconstruction.

Background: Cedar Street Reconstruction was approved by the Commission on September 19, 2011.

Justification: Place Curb & Gutter w/Extended Toe – The addition of 12 LF represent actual field measurements. The reason for the overage was due to the need to remove more curb than expected when replacing the 16” Water Main on 4th Ave.

Place 4” concrete ADA Ramp – The additional 6 SY represent actual field measurements. The reason for the overage was due to the need to remove both ADA Ramps at the Northeast corner of 4th Ave. and Cedar St. expected when replacing the 16” Water Main on 4th Ave.

Place 4” Concrete Sidewalk – The deletion of 7 SY represents actual field measurements. A section of the sidewalk planned for replacement was part of a driveway and needed to be 6” in thickness. This is the reason for the reduction of this item.

Remove & Replace Curb & Gutter with Extended Toe – The additional of 32 LF represents actual field measurements. It was decided to replace this 32 LF section of curb & gutter that was located between two sections of curb & gutter slated for replacement. This section was questionable during design but after the street pavement was removed, it became evident that the curb & gutter needed to be replaced.

Place 6” Concrete Pavement – The additional 22 SY was a result in needing to replace a driveway and part of the alley approach on the R/W. This was done because of the condition of the existing pavement and the need to replace the waterline along Cedar St.

Place 7” Concrete Pavement – The additional 15 SY was a result in needing to replace approximately 4’ of the concrete pavement at 3rd Ave. because of the condition of the pavement.

Financial Considerations: Change Order No.1 is for an increase of \$3,935.00.

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No.1

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: December 2, 2011

*Subject: Brier Street Improvements
ST 0908*

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 Brier Street Improvements

Background: Brier Street Improvements was approved by the Commission on February 7, 2011.

Justification: Railing – The addition of 11 L.F. of Railing represent actual field measurements. The reason for the overage was due to the addition of an 8 L.F. of railing being installed over the headwall of the drainage pipe outlet. The remaining 3 L.F. is due to the fact that the railing comes in standard 8’ lengths. And instead of cutting a railing panel it was decided to go ahead and install the entire panel.

8” PVC Water Main (C900), Installed – The additional 43 L.F. represent actual field measurements. The reason for the overage was due to a slight rerouting of the water main so that existing pavement on Ave. K did not have to be removed and replaced. Rerouting the water main was a more cost effective option.

Financial Considerations: Change Order No.1 is for an increase of \$2,431.00.

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No.1

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: December 2, 2011

*Subject: Wagon Wheel Addition PL
1001*

Agenda Item: Consent Calendar

Recommendation: Approve change order No.2 Wagon Wheel Additon.

Background: Wagon Wheel Addition was approved by the Commission on March 8, 2011.

Justification: 18" HDPE Pipe – The additional 28 L.F. represents actual field measurements. The reason for this over run was due to extending the storm drain to tie into an existing drive drainage pipe. This was done to eliminate some maintenance issues and give the project a cleaner look.

18" HDPE End Section – The deletion of the end section was a result of extending the storm drainage to the existing drive drainage pipe as discussed above.

4'x4' Erosion Control Mat – The deletion of 6 of the mats was a result of the above mentioned change to the project of extending the drainage pipe. Once the pipe was extended, only the mats from the gutter were needed.

Stabilized Construction Entrance – The contractor was able to use the existing entrance to the property and placed stabilization material on this drive. This was the only drive the contractor did not construct the additional construction drive.

Seeding (Inc. Fertilizer & Mulch) – The deletion of 1.45 ac. represents actual field measurements. Due to the extreme heat and drought seeding was delay until just recently after we received some moisture. By this time the developer has constructed several houses, so the building lots were not seeded.

30" Standard Curb & Gutter – The additional 36 L.F. represents actual field measurements. The added curb & gutter was a result of the extending the project to the existing drive as previously mentioned.

4' Valley Gutter – The additional 41 L.F. represents actual field measurements. The valley gutter was needed to allow the water from the additional curb & gutter flow across the existing drive as previously mentioned.

Financial Considerations: Change Order No.2 is for an decrease of \$285.50.

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No.2

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
Director of Engineering
Services*

Date: December 9, 2011

*Subject: W. Wyatt Earp R/W Fill-In
ST 1100*

Agenda Item: Consent Calendar

Recommendation: Approve change order No.1 W. Wyatt Earp R/W Fill-In

Background: W. Wyatt Earp R/W Fill-In was approved by the Commission on June 22, 2011.

Justification: Field measurements.

Financial Considerations: Change Order No.1 is for an decrease of \$50.00

Purpose/Mission: One of the City's core values in Ongoing Improvements. With the construction of these improvements the City is preparing for the community's future and providing new possibilities for current and future citizens of our community.

Legal Considerations: N/A

Attachments: Change Order No.1

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: December 15, 2011

Subject: Victory Elec. Annexation

Agenda Item: Ordinance No. 3525

Recommendation: City staff recommends approval of this annexation ordinance.

Background: The Victory Electric Cooperative Association, Inc. submitted a petition to annex the proposed property and request that resolution, notice to public hearing in connection with the request be waived and that the matter proceeds before the City Commission for its action.

Justification: This is a voluntary annexation. This property is adjacent to the existing City Limits and city services are available to the property.

Financial Considerations: None

Purpose/Mission: To provide overall growth to the community and provide city services to developed areas.

Legal Considerations: None

Attachments: Ordinance No. 3525 and a map showing the proposed area.

ORDINANCE NO. 3525

AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; PROVIDING FOR THE ZONING THEROF, AND PLACING THE PROPERTY IN A VOTING WARD.

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

SECTION 1: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

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., Ford County, Kansas, including Lot One (1), Block One (1), Whispering Hills Subdivision, Ford County, Kansas, subject to easements, restrictions and reservations of record.

SECTION 2: The property annexed is currently zoned A, “Agricultural” and will be designated RS, Residential Suburban”, in accordance with the Dodge City Zoning Regulations.

SECTION 3: The property annexed is placed in the 10th voting precinct.

SECTION 4: The City Clerk shall file a certified copy of this ordinance with the County Clerk and Register of Deeds of Ford County, pursuant to K.S.A 12-522.

SECTION 5: This ordinance shall take effect, from and following its publication in the official City paper, as provided by law.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS NINETEENTH DAY OF DECEMBER 2011.

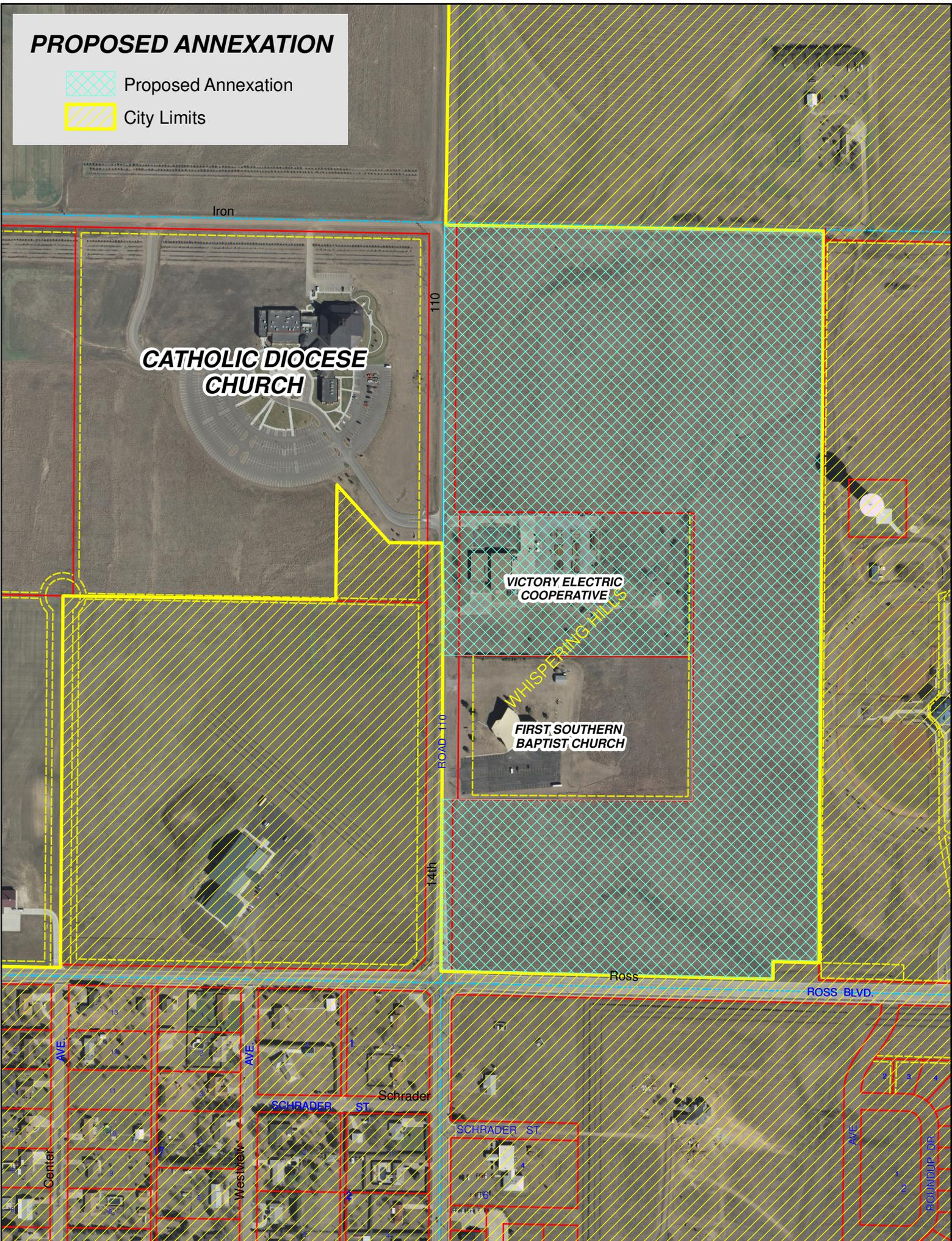
RICK SOWERS, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

PROPOSED ANNEXATION

-  Proposed Annexation
-  City Limits



Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: December 14, 2011

*Subject: 11-11 BHC Resort
Subdivision*

Agenda Item: New Business

Recommendation: The Dodge City Zoning Board met November 15, 2011 to review the final plat of BHC Resort Subdivision which is a Replat of Mariah Center Replat. The Zoning Board recommends approval of this plat.

Background: BHC Development, L.C. submitted an application for this plat which will create an additional lot for proposed future development.

Justification: This plat conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

Financial Considerations: None

Purpose/Mission: This plat was created to provide additional property for proposed future development.

Legal Considerations: None

Attachments: BHC Resort Subdivision

**FINAL PLAT OF
BHC RESORT SUBDIVISION**

A REPLAT OF MARIAH CENTER REPLAT LOT 1 REPLAT
A SUBDIVISION OF LAND IN DODGE CITY, FORD COUNTY, KANSAS LOCATED
IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST AND
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE
SIXTH PRINCIPAL MERIDIAN

TITLE COMMITMENT

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FOR TITLE INSURANCE NO. T-16108
SEPTEMBER 12, 2011 AT 08:00 AM

SECTION CORNER REFERENCE TIES

SOUTHWEST CORNER SEC 21-T26S-R25W
FND 1/2" REBAR WITH CLS-80 CAP
IN CENTER OF NORTH-SOUTH GRAVEL ROAD
NORTHWEST CORNER STONE POST - 38.35 FT. EAST NORTHEAST
CENTERLINE TOP AT NORTH END OF 36" DIA. CORRUGATED METAL CULVERT PIPE - 29.82
FT. EAST SOUTHEAST
CENTERLINE TOP AT SOUTH END OF 36" DIA. CORRUGATED METAL CULVERT PIPE - 50.26
FT. SOUTHEAST
SPIKE AND WASHER IN A POWER POLE - 69.41 FT. SOUTH SOUTHEAST

NORTHWEST CORNER SW 1/4 SEC 21-T26S-R25W
1/2" REBAR WITH PLASTIC CAP STAMPED LS 1081
IN CENTER OF NORTH-SOUTH GRAVEL ROAD
CENTER OF HOUSE ENTRANCE TO THE WEST - 19.0 FT.
NORTH MAG NAIL AND WASHER IN A GUY POLE - 32.68 FT.
EAST MAG NAIL AND WASHER IN A POWER POLE - 40.93 FT.
WEST SPIKE AND WASHER IN THE TOP OF A RAILROAD TIE FENCE POST - 52.60 FT.
NORTHWEST
CENTER AT TOP OF A TELEPHONE PEDESTAL - 39.25 FT. WEST SOUTHWEST

BASIS OF BEARINGS:

BEARINGS ARE BASED UPON THE WEST LINE OF THE SOUTHWEST
QUARTER OF SECTION 28, T26S, R25E, FORD COUNTY, KANSAS
BEING N1°18'13"E, AS SHOWN ON THE FINAL PLAT OF MARIAH
CENTER, A SUBDIVISION IN DODGE CITY, FORD COUNTY, KANSAS.

FORD COUNTY SURVEYOR:

THIS MAP HAS BEEN EXAMINED THIS _____ DAY OF _____, 20____
FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND
SURVEYS IN THE STATE OF KANSAS.
K.S.A. 58-2005

EDWARD W. ELAM,
COUNTY SURVEYOR
FORD COUNTY, KANSAS

SURVEYOR CERTIFICATION:

I BRENT E. THOMPSON, A REGISTERED LAND SURVEYOR IN THE STATE OF
KANSAS DO HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE, THIS TO BE A
TRUE AND CORRECT COPY OF A BOUNDARY SURVEY CONDUCTED BY ME OR UNDER
MY DIRECT SUPERVISION ON THE 22 DAY OF SEPTEMBER 2011, OF THE PLAT
"BHC RESORT SUBDIVISION", A TRACT OF LAND IN FORD COUNTY, KANSAS
LOCATED IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST AND SECTION
28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN.

SUBMITTED BY: _____
BRENT E. THOMPSON KS L.S. 1277

LEGAL DESCRIPTION

LOT 1A & 1B OF MARIAH CENTER REPLAT LOT 1 REPLAT, A
SUBDIVISION OF LAND IN DODGE CITY, FORD COUNTY, KANSAS.

CONTAINS 2,944,871.052 SQUARE FEET OR 67.6047 ACRES MORE
OR LESS. SUBJECT TO ANY AND ALL EASEMENTS, RESTRICTIONS AND
OR COVENANTS RECORDED OR UNRECORDED.

CROSS ACCESS EASEMENT NOTE:

A CROSS ACCESS EASEMENT FOR LOT 1B IS COVERED UNDER
ARTICLE 4.1 OF THE DEVELOPMENT AND OPERATIONAL AGREEMENT
FILED WITH THE FORD COUNTY REGISTER OF DEEDS OFFICE
IN BOOK 133 AT MISC. PAGE 608-689.

CITY APPROVAL:

STATE OF KANSAS
CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOW AS A PLAT OF "BHC RESORT
SUBDIVISION", 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 _____ DAY OF _____, 20____
, AND HAS BEEN EXAMINED AND CONSIDERED AND HEREBY APPROVED THIS _____
DAY OF _____, 20____.

THE CITY OF DODGE CITY, KANSAS

E. KENT SMOLL,
MAYOR

NANNETTE POGUE,
CITY CLERK

REGISTER OF DEEDS CERTIFICATE:

STATE OF KANSAS
COUNTY OF FORD

THIS IS TO CERTIFY THIS INSTRUMENT WAS FILED FOR RECORDED IN THE OFFICE OF FORD
COUNTY REGISTER OF DEEDS ON THIS _____ DAY OF _____, 20____, IN PLAT
BOOK _____, PAGE _____, AND IS DULY RECORDED.

BRENDA POGUE,
FORD COUNTY REGISTER OF DEEDS

TRANSFER RECORD CERTIFICATE:

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE
TRANSFER RECORD ON THIS _____ DAY OF _____, 20____.

SHARON SEIBEL,
FORD COUNTY CLERK

DODGE CITY ZONING BOARD:

THIS PLAT OF "MARIAH CENTER REPLAT LOT 1 REPLAT" HAS BEEN SUBMITTED TO
AND APPROVED BY THE DODGE CITY ZONING BOARD THIS _____ DAY OF _____
, 20____ IN PLAT BOOK _____, PAGE _____, AND IS DULY
RECORDED.

BILLY MANNING PHD,
CHAIRMAN

DENNIS VEATCH,
SECRETARY

EXECUTION AND ACKNOWLEDGEMENT

THE UNDERSIGNED BEING EXECUTOR OF "BHC RESORT SUBDIVISION", HAS CAUSE TO BE HELD OUT AND
PLATTED A TRACT OF LAND IN DODGE CITY, FORD COUNTY, KANSAS LOCATED IN SECTION 21, TOWNSHIP 26
SOUTH, RANGE 25 WEST AND SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL
MERIDIAN. ALL PUBLIC RIGHT-OF-WAYS, EASEMENTS, SETBACKS, AND OTHER SHOWN ON THE FINAL PLAT OF
MARIAH CENTER REPLAT LOT 1 REPLAT SHALL BE DEDICATED. ALL PREVIOUS EASEMENTS & RIGHT-OF-WAYS
OF RECORD ARE HEREBY VACATED AND/OR DEDICATION OR REDEDICATION AS PER KSA 12-512B.

LOTS 1A AND 1C

IN TESTIMONY WHEREOF, THE SAID PARTY OF THE
FIRST PART HAS HEREUNTO SET ITS HANDS THIS _____
DAY OF _____, 20____.

BHC DEVELOPMENT, L.C.

JEFF UNGERER, MANAGER

STATE OF KANSAS)
COUNTY OF FORD)

ON THIS _____ DAY OF _____, 20____,
BEFORE ME A NOTARY PUBLIC, WITHIN AND FOR
SAID COUNTY AND STATE, PERSONALLY TO ME
KNOWN TO BE THE LEGAL PARTY/PARTIES WHO
EXECUTED THE ABOVE AND FOREGOING INSTRUMENT
AND ACKNOWLEDGE TO ME THAT SAID PARTY
/PARTIES EXECUTED THE SAME AS A FREE AND
VOLUNTARY ACT AND DEED FOR THE PURPOSES SET
FORTH.

IN WITNESS THEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY NOTARIAL SEAL ON THE
ABOVE DATE.

NOTARY PUBLIC MY COMMISSION EXPIRES:

LOTS 1B

IN TESTIMONY WHEREOF, THE SAID PARTY OF THE
FIRST PART HAS HEREUNTO SET ITS HANDS THIS _____
DAY OF _____, 20____.

BHC LODGING, L.C.

JEFF UNGERER, MANAGER

STATE OF KANSAS)
COUNTY OF FORD)

ON THIS _____ DAY OF _____, 20____,
BEFORE ME A NOTARY PUBLIC, WITHIN AND FOR
SAID COUNTY AND STATE, PERSONALLY TO ME
KNOWN TO BE THE LEGAL PARTY/PARTIES WHO
EXECUTED THE ABOVE AND FOREGOING INSTRUMENT
AND ACKNOWLEDGE TO ME THAT SAID PARTY
/PARTIES EXECUTED THE SAME AS A FREE AND
VOLUNTARY ACT AND DEED FOR THE PURPOSES SET
FORTH.

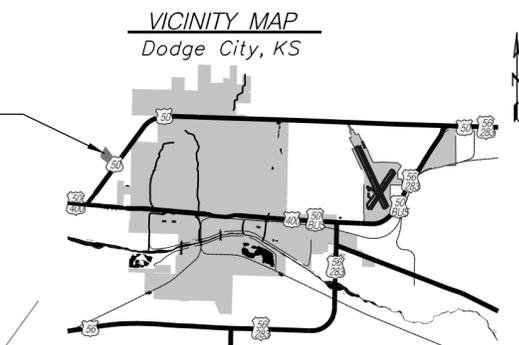
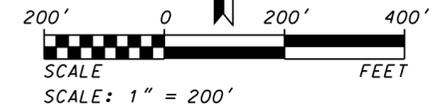
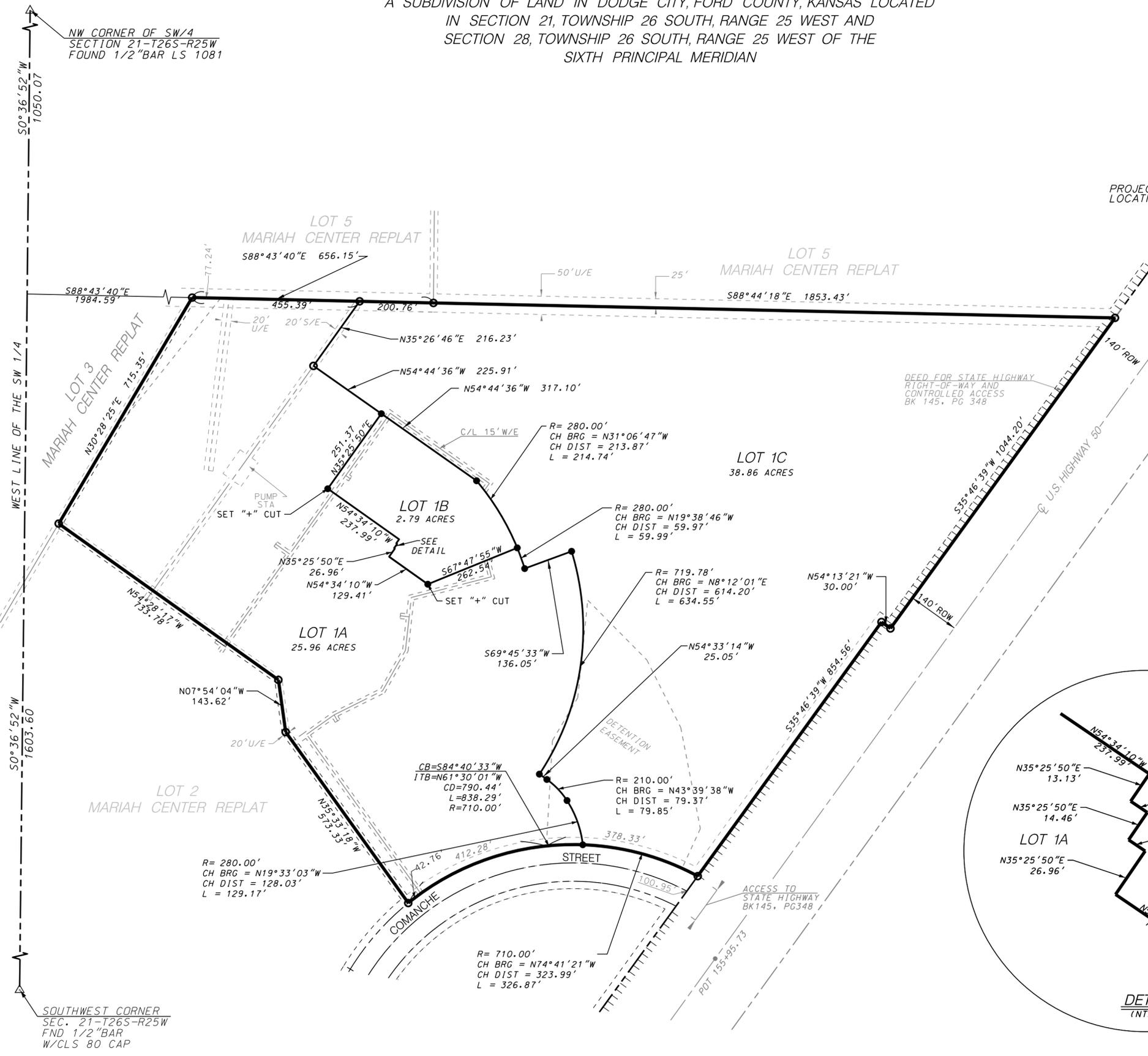
IN WITNESS THEREOF, I HAVE HEREUNTO SET MY
HAND AND AFFIXED MY NOTARIAL SEAL ON THE
ABOVE DATE.

NOTARY PUBLIC MY COMMISSION EXPIRES:

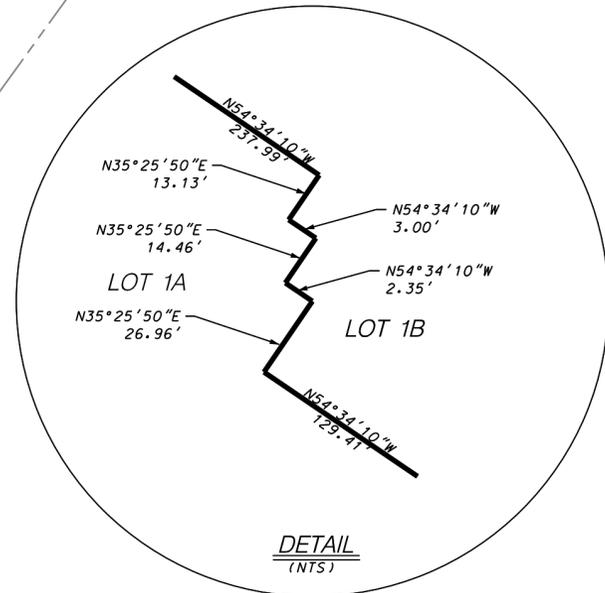
CLOSURE TABLE			
BEARING	DISTANCE	LATITUDE	DEPARTURE
S 88°43' 40" E	656.15	-14.57	655.99
S 88°44' 18" E	1853.43	-40.81	1852.98
S 35°46' 39" W	1044.20	-847.15	-610.48
N 54°13' 21" W	30.00	17.54	-24.34
S 35°46' 39" W	854.56	-693.30	-499.61
S 84°40' 33" W	790.44	-73.35	-787.03
N 35°33' 18" W	573.33	466.44	-333.38
N 07°54' 04" W	143.62	142.26	-19.74
N 54°28' 17" W	733.78	426.41	-597.17
N 30°28' 25" E	715.35	616.53	362.78
LINEAR ERROR OF CLOSURE		-0.002	0.001
PRECISION RATIO		1 : 3,432,978	

FINAL PLAT OF BHC RESORT SUBDIVISION

A REPLAT OF MARIAH CENTER REPLAT LOT 1 REPLAT
A SUBDIVISION OF LAND IN DODGE CITY, FORD COUNTY, KANSAS LOCATED
IN SECTION 21, TOWNSHIP 26 SOUTH, RANGE 25 WEST AND
SECTION 28, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE
SIXTH PRINCIPAL MERIDIAN



- LEGEND**
- △ FOUND SECTION CORNER
 - 1/2" BAR W/CLS 80 SURVEY CAP SET UNLESS OTHERWISE NOTED
 - FND 1/2" BAR W/CLS 80 SURVEY CAP PER THE PLAT OF MARIAH CENTER REPLAT LOT 1 REPLAT
 - SECTION LINE
 - PROPERTY LINE
 - - - RIGHT OF WAY LINE
 - ||||| LACK OF DIRECT ACCESS



CFS
Cook, Flatt & Strobel
ENGINEERS, P.A.
9229 WARD PARKWAY, SUITE 110
KANSAS CITY, MISSOURI 64114
Phone (816) 333-4477
Fax (816) 333-6688

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Corey Keller

Date: November 17, 2011

*Subject: Carpet Replacement at the Police
Department*

Agenda Item: New Business

Recommendation: On December 13, 2011 two bids were received and opened to purchase and replace the carpet at the Police Department. Based off the bids receive staff would recommend commission accept the bid from Guthrie floor covering in the amount of \$27,031.23

Background: The carpet at the police department is in need of replacement. Many of the hallways and offices have numerous stains and wear due to heavy traffic. The carpet proposed in this bid is a heavy duty 24x24 carpet square. The idea for proposing the carpet squares verses regular carpet is so that the squares can be replaced if and when damage to the carpet occurs. This will insure the longevity of the carpet that will be installed.

Justification: The bid from Guthrie Floor Cover was low bid.

Financial Considerations: There is \$32,000.00 available in the CIP for carpet replacement at the Police Department.

Attachments: None

Bids Received

**Guthrie Floor Covering
Dodge City KS.**

**Davis Salsbury
Dodge City KS.**

Total SQ FT. 5905 sq ft

Total SQ FT. 5619 sq ft

Total Price \$27,031.000

Total Price \$32,253.12

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Corey Keller

Date: November 17, 2011

*Subject: Purchase of a Front End Wheel
Loader*

Agenda Item: New Business

Recommendation: On December 13, 2011 two bids were received and opened to purchase (1) new/unused front end style wheel loader. Based on the bids received staff would recommend purchasing the front end wheel loader from Foley Equipment Company in the amount of \$167,934.45

Background: The current wheel loader used by the Street Department was purchased in 1992. It is a Caterpillar model 936F with 10,193 hours. Over the years the current loader has seen very heavy use in the snow removal operations of the Street Department. The exposure to the salt used for snow removal has caused very heavy rust accumulation to start on the cab and many other parts of the loader. As a result maintenance costs have started to rise for this piece of equipment over the last five years. The current loader will still be used and will be passed on to OMI for sludge removal at the new waste water reclamation facility.

Justification: The recommendation to purchase the Caterpillar loader from Foley Equipment comes from research done on both style loaders being offered in this bid. The specification calls for high lift option. This option was put into the spec so that staff could insure the loaders bucket height would be tall enough to load our current dump trucks with salt spreaders. Over time these trucks have gotten much taller which created issues loading them with our current loader. After researching both loaders offered in this bid the John Deere loader did not meet the specification. Attached are pictures that shows both of the loaders being offered, our current loader and the problem with height of the John Deere loader.

Financial Considerations: There is \$200,000.00 available in the MERF for this purchase. This purchase is \$32,065.55 under the budgeted amount.

Attachments: Pictures

Bids Received:

Bid Tabulations			
Foley Equipment Dodge City KS		Murphy Tractor & Equipment CO. Dodge City KS	
Model Caterpillar	930H	Model John Deere	544K
Total Unit Price	\$149,249.83	Total Unit Price	\$134,897.00
Optional Grapple	\$18,648.62	Optional Grapple	\$14,386.00
Total Cost	\$167,898.45	Total Cost	\$149,283.00

Current Loader



Caterpillar 936H



John Deere 544K



Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Corey Keller

Date: November 17, 2011

*Subject: Purchase of a New Skid Steer
Loader*

Agenda Item: New Business

Recommendation: On December 13, 2011 four bids were received and opened to purchase (1) new/unused skid steer loader. Based on the bids received staff would recommend purchasing a bobcat skid steer loader from White Star Machinery in the amount of \$39,110.73

Background: The current skid steer is 1999 Bobcat Model 863 with 2077.8 hours on it. This piece of equipment is utilized by the Water Department daily. The bobcat is in need of replacement due to the heavy use it has seen over the years and the numerous mechanical issues we are starting to see with it because of the heavy use. The skid steer is used in many of the Water Departments daily activities as well as used by the Street Department on regular bases. This skid steer loader and trailer will be traded in with this purchase.

Justification: Based off the bids received the bid from White Star Machinery was low bid. In the past the City has had very good luck with Bobcat skid steer loader. Staff feels the Bobcat is suitable for this purchase and will last for many years.

Financial Considerations: There is \$40,000.00 available in the Water Departments budget for this purchase.

Purpose/Mission:

Legal Considerations: None

Attachments: Bid Tabulations

Bid Tabulations

Murphy Tractor Dodge City KS.			BTI Bucklin KS			BTI Bucklin KS			WhiteStar Machinery Garden City KS		
Model	Deere 326D	\$40,094.00	Model	Deere 326D	\$38,580.98	Model	Deere 328D	\$39,558.00	Model	Bobcat S650	\$35,837.16
Breaker Model	John Deere	\$8,352.00	Breaker Model	John Deere	\$9,650.00	Breaker Model	John Deere	\$9,650.00	Breaker Model	Bobcat	\$8,362.57
Tralier	Felling	\$6,567.00	Tralier	Felling	\$5,350.00	Tralier	Felling	\$5,350.00	Tralier	Belshe	\$6,011.00
Total Price		\$55,013.00	Total Price		\$53,580.98	Total Price		\$54,558.00	Total Price		\$50,210.73
Trade in		\$11,250	Trade in		\$12,500	Trade in		\$12,500	Trade in		\$11,100
Price Less Trade		\$43,763.00	Price Less Trade		\$41,080.98	Price Less Trade		\$42,058.00	Price Less Trade		\$39,110.73

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis

Date: December 15, 2011

Subject: All-4-Fun Addendum

Agenda Item: New Business



Recommendation: Staff recommends approving the addendum to the All-4-Fun purchase agreement with the Denton's extending the option period for two additional years.

Background: Five years previously, the City entered into a purchase agreement with Jack and Glatha Denton for the purchase of the All-4-Fun property and amenities. That agreement provided for a purchase price of \$500,000 with installment payments of \$30,000 annually for three years applied to the purchase price. At the end of the three year period, the City was required to pay the balance and finalize the sale or the property reverted back to Denton's. At the end of that initial option period, the City negotiated a two year extension of the option period including additional \$30,000 annual payments.

The end of the extension period has come and the City is again at the deadline date and must decide how to proceed with the property. Staff has negotiated another two year extension of the option period with the Denton's for Commission consideration.

Justification: Potentially the City has several uses for the property and the building. Currently we have a contact with SportsZone LLC to operate the amenities at the site. Based on conversations with the operator, it appears unlikely they will want to extend that contract but potentially other operators might be interested in the facility.

This general location has also been identified as a site for a community water park. The location is appropriate and the existing building and parking facilities would be compatible with that type of development.

The site is adaptable to other uses as well. It could be adapted and used as a transportation hub for storage of equipment and transfer site as the general public transportation program evolves. It could also be converted into general maintenance facilities for a specific division.

Finally, the City could choose to hold the property and sell it at a future date when an appropriate sales price could be negotiated.

Financial Considerations: This extension will cost the City an additional \$30,000 per year which will be applied to the purchase price. At the end of this option period, the City will have \$210,000 invested in the property and a balance due of \$290,000. Based on informal inquiries,

the value of the asset including the building, parking facilities appear to be worth at least as much as the City's liability against it.

Purpose/Mission: This agreement is consistent with the City's core purpose of Ongoing Improvement as it allows the City the flexibility to provide for future possibilities and opportunities.

Legal Considerations: Except for dates, the proposed addendum is unchanged from the initial addendum. This agreement has been reviewed and executed by the Denton's.

Attachments: Purchase Agreement Addendum #2

CC:

PURCHASE AGREEMENT ADDENDUM #2

This Purchase Agreement Addendum #2 (the "Addendum") is made and entered into by and between Jack L. and Glatha Z. Denton, Trustees of the Revocable Trust of Jack Denton (the "Dentons") and the City of Dodge City, Kansas, a municipal corporation (the "City"):

WHEREAS, Dentons and the City (the "Parties") are Parties to a Purchase Agreement (the "Agreement") dated December 27, 2006, and

WHEREAS, the Agreement provides in paragraph 11 for an Option Period in favor of the City which expires December 31, 2009, and

WHEREAS, the Option Period was extended by a prior addendum to expire on December 31, 2011, and

WHEREAS, the Parties desire to extend said Option Period and make other changes to the Agreement:

NOW, THEREFORE, IN CONSIDERATION OF THE MONIES PAID HEREUNDER AND THE MUTUAL PROMISES OF THE PARTIES, IT IS AGREED AS FOLLOWS:

1. Notwithstanding the provisions of paragraphs 2(b) and (c) and paragraph 11(a) of the Agreement to the contrary, the parties agree:
 - a. That the Option Period as setout in paragraph 11(a) of the Agreement be extended to December 31, 2013 at 11:59 p.m.;
 - b. That in lieu of the monthly payments as setout in paragraph 2(b) of the Agreement, the City shall pay to Dentons on or before January 2nd 2012 the sum of \$30,000.00 (Thirty Thousand Dollars) and on or before January 2nd 2013 the sum of \$30,000.00 (Thirty Thousand Dollars), which the sums shall be applied to the Purchase Price as provided in the Agreement;
 - c. That the date as provided in paragraph 2(c) of the Agreement for the City's payment of the balance of the Purchase Price be changed to March 1, 2014.
2. All other provisions of the Agreement not in conflict with the provisions of this Addendum shall remain in full force and effect.
3. This Addendum shall be binding of the Parties hereto and their successor's, personal representatives, heirs, executors, trustees and/or assigns.

In witness whereof the Parties have signed this Addendum on the dates reflected below.

Revocable Trust of Jack Denton

City of Dodge City
A Municipal Corporation

By: _____
Jack L. Denton, Trustee

By: _____
Rick Sowers, Mayor

ATTEST:

By: _____
Glatha Z. Denton, Trustee

By: _____
Nannette Pogue, City Clerk

And

Dated this ____ day of November, 2011

Jack L. Denton

Glatha Z. Denton

Husband and Wife

Dated this ____ day of November, 2011

Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: December 15, 2011

Subject: Irrigation Consultant Contract

Agenda Item: New Business

Recommendation: Staff recommends authorizing staff to enter into contract with Rodgers Design Group Inc. for the purposes of providing design services for the Mariah Hills golf course irrigation reconstruction.

Background: With the completion of the water reclamation facility and the impending completion of the re-use line to Mariah Hills Golf Course, it is necessary to update the irrigation system to comply with KDHE standards and practices related to effluent water. Working in conjunction with Professional Engineering Consults (PEC) who is already under contract with the City for the Reclamation Plant project, a golf course irrigation consultant is necessary to design the irrigation system and provide flow and volume data.

Working with PEC who will serve as the lead firm and manage the approval process required with KDHE for this project, a request for qualifications was published asking for submittals to provide the irrigation design. Six firms responded to the RFQ which were then screened down to three companies. Those three were asked to provide a cost proposal and scheduled for in person interviews.

All three firms were interviewed by a panel consisting of Parks and Recreation staff, Ray Slattery, and staff from PEC. Based on those interviews, reference checks were completed on two firms, Rodgers Design Group and EC Design Group.

Any of the three firms interviewed are capable of providing the required services. But based on referenced work history and proximity to the work, staff recommends contracting with Rodgers Design Group for this project.

Justification: This project is necessary to effectively use the effluent water from the Reclamation Facility. KDHE standards related to effluent water use make it impractical to continue with the existing irrigation system. That 35 year old system is long past the point of needing replacement and would severely limit the ability to apply water and maintain the course and remain in compliance with regulations.

Financial Considerations: The cost to provide this service is \$36,250 for design fees plus an estimated \$8,268 for reimbursable expenses. Funds for this expense are available from the KDHE loan funds used for the Reclamation project.

Funds to complete the irrigation construction will also come from the KDHE loan money. To date that project is approximately five million under budget. The irrigation system is listed in the City's CIP program and is now estimated to cost 1.1 million for construction and design fees.

Purpose/Mission: This project is consistent with the City's core value of Working Towards Excellence. When complete, this project helps the City continue efforts to utilize natural resources in a sustainable manner by applying effluent water to golf course irrigation and providing the ability to direct the well water supply for public consumption.

Legal Considerations: N/A

Attachments: Proposal Tabulation

CC: Ray Slattery, Director of Engineering Services
Matt Lowery, Golf Course Superintendent

City of Dodge City Proposal Tabulation

Mariah Hills Golf Course Irrigation

November 23rd, 2011

Consultant	Location	Short Listed	Design Cost Proposal	Estimated Reimbursables
Aqua Engineering Inc.	Ft. Collins, CO.	Yes	\$27,240.00	Not provided
Bryant Taylor Gordon Golf	Costa Mesa, CA	No		
Erik Christiansen Design Group	West Des Moines, IA	Yes	\$49,000.00	Included
Irrigation Design Associates	Horace, ND	No		
Irrigation Technologies	Littleton, CO.	No		
Larry Rodgers Design Group	Lakewood, CO.	Yes	\$36,250.00	\$8,268.20

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: December 14, 2011

*Subject: Approval of National League of Cities (NLC) Service Line
Warranty Program and Agreement*

Agenda Item: New Business

Recommendation: I recommend the City Commission approve the National League of Cities service line warranty program and approve the agreement with Utility Service Partners

Background: The National League of Cities (NLC) has partnered with Utility Service Partners, Inc. (USP) in offering a NLC Service Line Warranty Program. The Service Line Warranty Program is an affordable home protection solution for residents to help them deal with the financial burden of unanticipated utility line repair and replacement costs that are not the city's responsibility to repair.

In the City of Dodge City, the property owner is responsible for the full cost for the repair and maintenance of the water service and the sanitary sewer service from the building to the City's main. This responsibility is often misunderstood by property owners. There is an expectation by some property owners that the City will pay for any repairs that occur within the public right of way, which is not correct. The property owner is often surprised at the cost of those repairs if sidewalk, curb, and/or pavement removal and replacement are necessary. Repairs to sewer and water services are almost always sudden, and unexpected expenses for a property owner can be substantial. A minor repair that can be completed in the front yard may be fixed for less than \$1,000. A complete replacement that includes sidewalk replacement and/or pavement replacement can run as high as \$5,000. The NLC Service Line Warranty Program as an option could be offered to water and sewer customers as an 'insurance policy' against these unexpected costs.

The National League of Cities has selected Utility Services Partners, Inc. to offer this program to their members. In summary, property owners can decide to sign up for the warranty program for either the water service or the sewer service (or both) to their property. Probably, in Dodge City, the sewer program will be initiated in the spring and the water program will be initiated in the fall. No property owner would be required to join the program. Normal rates are typically about \$5.0 per month for a water service and

\$5.00 - \$6.0 per month for sewer service. The actual rates charged would be determined after Utility Service Partners has negotiated rates and fees with local contractors. If a participating owner has a problem with their covered service, they make one call to Utility Services Partners who then hires the contractors and is responsible to pay for the repairs (with some limits). They use only local, 'pre-approved' contractors so the work still remains in Dodge City and the immediate area.

There is no cost to the City to provide this warranty program for our customers other than a small amount of administrative time. Utility Service Partners does offer an option that includes payment of a 10% royalty to the City for each participant of the program as a new revenue source. However, if the City declines that option, then the fee charged to the property owner is reduced accordingly.

One of the keys to making the program successful is a clear endorsement by the City. The vendor will complete all advertisements and mailings to our customers. However, Utility Services Partners has found (and make it a requirement of their agreement) that information regarding their program is more readily accepted when it has the approval of the city. If the City moves forward with this new program, the vendor would use the City's seal and also a statement of endorsement of their program on all correspondence. Of course, the City would have the right to review all literature using the City's logo and name in advance.

This is a well organized and established program that could offer a new alternative to our customers for service line maintenance. While they would have to pay a fee, it is much less than the cost of an emergency repair to a sewer or water service. In addition, participation is still voluntary and each individual can decide whether to participate now or join in a later year.

Key features and benefits:

- Participation by residents is voluntary
- Can save residents substantial costs if repairs are needed
- Coverage is provided per incident, with no annual or life time cap of costs
- No deductible payment required from participants
- Work is performed by local contractors following city codes
- Hotline for contacts is staffed 24 hours a day, 365 days per year
- No cost to the City
- Vendor has been selected and endorsed by National League of Cities

Justification: This program is has been initiated in several NLC member cities throughout the US. The Kansas cities enrolled are Hillsboro who enrolled 18% of their households, Prairie Village – 25% and Roeland Park – 21%. Hutchinson recently approved enrollment into the program. A similar size town, Waxahachie, TX (population 25,000) has been enrolled in the program for 12 months. So far, more than 20% of their households are enrolled for either water or sewer line coverage. Over the past 12 months, 50 homeowners have filed 50 claims and 50 repairs and/or replacement have been made to the homeowner's lateral water and/or sewer lines by city based plumbers. The total

cost for all 50 homeowners was \$0 (with the exception of the \$4.50 per month they pay to participate in the program). There is a short video at <http://www.utilitysp.net/overview-video/index.html> if you are interested in viewing it.

Financial Considerations: There are 2 agreements attached. One will include the 10% revenue sharing fee for the City of Dodge City, the other waives the 10% fee, thus giving the home owners a 10% discount. I recommend the City Commission approve the agreement that includes the 10% fee for the City of Dodge City.

Purpose/Mission: Offering this value added program can give homeowners an alternative for infrastructure repairs.

Legal Considerations: None

Attachments: A copy of the Marketing Agreement with Utility Service Partners Private label, Inc. d/b/a Service Line Warranties of America (“SLWA”) and an overview about the program from the National League of Cities.

December 2, 2011

The Honorable Rick Sowers
Mayor
City of Dodge City
806 North 2nd Avenue
Dodge City, KS 67801

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America (“SLWA”)**

Dear Mayor Sowers:

We have discussed entering into a marketing agreement between the City of Dodge City (the “City”) and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA’s understanding that, in consideration of SLWA offering its external sewer and external water line warranties (the “Warranties”) at a 10% discount from its standard rates to the Residents (as defined below) the City has agreed to cooperate with SLWA in marketing SLWA’s services to City’s residents and homeowners (the “Residents”) as described below:

1. City hereby grants to SLWA a non-exclusive license to use City’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’s sole cost and expense and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA shall offer the Warranties to the Residents at a rate that is 10% less than its standard rate for Warranties offered elsewhere.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA’S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.
4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a “Claim”) resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies

SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact Brian Davis via email at bdavis@utilitysp.net or by phone at (214) 476-3430.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: _____

Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Dodge City, KS:

By: _____ Date: _____

Print Name: _____

Title: _____

December 2, 2011

The Honorable Rick Sowers
Mayor
City of Dodge City
806 North 2nd Avenue
Dodge City, KS 67801

**RE: Marketing Agreement with Utility Service Partners Private Label, Inc. d/b/a
Service Line Warranties of America (“SLWA”)**

Dear Mayor Sowers:

We have discussed entering into a marketing agreement between the City of Dodge City (the “City”) and SLWA.

SLWA provides affordable utility service line warranties to consumers. It is SLWA’s understanding that, in consideration of the License Fee (as defined below) to be paid by SLWA to City, City has agreed to cooperate with SLWA in marketing SLWA’s services to City’s residents and homeowners (the “Residents”) as described below:

1. City hereby grants to SLWA a non-exclusive license to use City’s name and logos on letterhead and marketing materials to be sent to the Residents from time to time, and to be used in advertising, all at SLWA’s sole cost and expense and subject to City’s prior review and approval, which will not be unreasonably conditioned, delayed, or withheld.
2. As consideration for such license, SLWA will be liable to pay to City, within 30 days of the end of the final calendar quarter, 10% of the revenue from USP warranty subscriptions collected from the Residents during such calendar year (the “License Fee”), together with a statement certifying collections of such USP revenue, so long as this marketing agreement remains in effect. City will have the right, at its expense, to conduct an annual audit, upon reasonable notice and during normal business hours, of SLWA’s books and records pertaining to sales and rentals to the Residents while this marketing agreement is in effect and for one year after any termination of this marketing agreement.
3. The term of this marketing agreement will be for one year from the date of the execution of the acknowledgement below and this agreement will then renew on an annual basis unless one of the parties gives the other advance written notice of at least 90 days that it does not intend to renew this marketing agreement. City may terminate this marketing agreement 30 days after giving notice to SLWA that SLWA is in material breach of this agreement if such breach is not cured during such 30-day period. SLWA will be permitted to complete any marketing initiative initiated or planned prior to the effective date of any termination of this marketing agreement and shall pay the License Fee to the City for the calendar year in which this marketing agreement is terminated after which time, except for SLWA’S obligation to permit City to conduct an audit as described above, neither party will have any further obligations to the other and the license described in this letter will terminate.

4. SLWA shall indemnify, hold harmless, and defend City, its elected officials, appointed officials, and employees from and against any loss, claim, liability, damage, or expense that any of them may suffer, sustain or become subject to in connection with any third party claim (each a "Claim") resulting from the negligence or willfulness of SLWA in connection with, arising out of or by reason of this marketing agreement, provided that the applicable indemnitee notifies SLWA of any such Claim within a time that does not prejudice the ability of SLWA to defend against such Claim. Any indemnitee hereunder may participate in its, his, or her own defense, but will be responsible for all costs incurred, including reasonable attorneys' fees, in connection with such participation in such defense.

If City agrees that the foregoing fully and accurately describes the agreement between City and SLWA, please arrange to have a duly authorized representative of City execute and date the acknowledgement below in each of the duplicate original versions of this letter and return one to me in the enclosed self-addressed stamped envelope.

If you have any questions or wish to further discuss this marketing agreement, please do not hesitate to contact Brian Davis via email at bdavis@utilitysp.net or by phone at (214) 476-3430.

Very truly yours,

Utility Service Partners Private Label, Inc.

By: _____

Print Name: Philip E. Riley, Jr.

Title: President & CEO

By: _____

Print Name: Brad H. Carmichael

Title: Vice President

Acknowledged and Agreed:

City hereby acknowledges and agrees that the foregoing letter fairly and accurately describes the agreement between City and SLWA as of the date of this acknowledgement.

City of Dodge City, KS:

By: _____

Date: _____

Print Name: _____

Title: _____



An NLC Enterprise Programs Partner



HOME

NLC SERVICE LINE WARRANTY PROGRAM

OVERVIEW

Products

Product Illustration

Overview Video

PARTICIPATING IS EASY

FAQS

ROLL OUT MAP

CASE STUDY

PARTNERSHIPS

NEWS & NOTES

ABOUT US

CONTACT US

EXPENSIVE LINE FAILURES SOLUTION

The NLC Service Line Warranty Program, administered by Utility Service Partners, helps city residents save thousands of dollars on the high cost of repairing broken or leaking water or sewer lines. This program is offered at no cost to the city.

REPAIR SAVINGS

Residents who have not set aside money to pay for an unexpected, expensive utility line repair, now have an opportunity to obtain a low cost warranty that will provide repairs for a low monthly fee, with no deductibles or service fees. The work is performed by licensed, local plumbers who will call the customer within one hour of filing a claim. The repair is performed professionally and quickly, typically within 24 hours. USP provides a personally staffed 24/7 repair hotline for residents, 365 days a year.

IMPLEMENTATION

Once your city has approved participation in the program, start up is simple. The program is designed for a quick launch, taking up little of your city employees' valuable time:

1. Execute the simple, one page contract provided by USP.
2. Approve the recommended Press Release (this is designed as a general notice to reduce resident confusion and calls to the city with questions).
3. Approve the Campaign Letter provided by the USP Marketing team.
4. Access monthly reports via the web.

BENEFITS

- NO COST for the city to participate
- Generates revenue for your city
- Affordable rates for residents
- 24/7 Customer Service
- Service from trusted, local contractors
- Peace of mind for your residents
- Reduces local officials' frustration
- Easy implementation
- Fewer citizen complaints
- All repairs performed to local code

MORE INFORMATION

To learn more about this program, visit NLC's website at www.nlc.org/enterpriseprograms or contact Denise Belser, Program Director, at belser@nlc.org or (202) 628-3028.

BUILDING PEACE OF MIND, ONE COMMUNITY AT A TIME

This program is administered by Utility Service Partners (USP). USP is solely responsible for the implementation and operation of the program.

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UTILITY SERVICE PARTNERS

[Return to top](#)**How long has the company been in business?**

The company was originally formed in 1998 within Columbia Energy to provide service line warranties for its utility customers. USP was formed in September 2003 to purchase Columbia Service Partners from Columbia Energy. USP continues to expand the product offerings and grow the business through city and utility partnerships. USP is a proud member of the Better Business Bureau.

PROGRAM

[Return to top](#)**Is this program available everywhere?**

The NLC Service Line Warranty Program will be introduced throughout the continental United States in phases over the next 18 months. Please see our [National Roll-Out Schedule](#) map for details regarding your state.

How are our citizens notified of the program?

USP mails each resident a campaign letter which outlines the cities' endorsement, followed by a reminder letter two weeks later to ensure the highest response rate. USP only solicits through direct mail — no telemarketing is ever employed. All homeowners will have the option to enroll in the program, regardless of the age of their residence.

What cooperation will be needed from the cities?

USP desires to enter into a co-branded marketing services agreement with each city. The agreement provides for the use of the city name/logo, in conjunction with USP's logo, on marketing materials sent to citizens. The city is endorsing USP as the service provider for the warranty program.

When do you solicit residents?

Through the years, we have found the optimal times to invite citizens to participate are in the Spring and Fall of each year.

Does NLC or USP sell or rent the personal information of residents that enroll in the program?

No. Neither the NLC nor USP will sell or rent the names of prospective customers or participants.

How much does the resident pay for this service?

Each warranty is sold separately and the price range is generally between \$4 and \$5 a month per product.

BENEFITS

[Return to top](#)**How much will residents save by using the warranty program?**

While costs for water line and sewer line repairs can vary, the average cost of repairing a broken water line or sewer line may range from \$1,200 to over \$3,500.

Will this program cost the city any money?

Not a cent. USP pays for all marketing materials and program administration. Furthermore, USP will pay the city a royalty for every resident that participates in the program!

What benefit does the city receive from endorsing these programs?

By endorsing the USP programs, the city is able to reduce resident's frustration over utility line failures by bringing them low-cost service options. 96% of survey respondents say that their image of the city is enhanced because the warranty program is offered as a service by the city. These programs also generate extra revenue for the city through the royalty that is paid by USP to the city. Finally our programs help to stimulate the local economy. USP only uses local

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contractors to complete the repairs, which helps to keep the dollars in the local community.

RESPONSIBILITIES

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Who administers the program?

Utility Service Partners (USP) administers the program and is responsible for all aspects of the program including marketing, billing, customer service, and performing all repairs to local code.

What are the city's responsibilities?

We ask each city to work with USP to provide the following; 1) a copy of the city seal, if available, for the solicitation letterhead 2) the city's return address for outer envelope (this ensures a high "open-rate") 3) the name, title and signature sample of the designated solicitation signor and 4) the appropriate zip codes of the city to allow USP to purchase a mailing list of the residents.

Why does the city have to provide a city seal, address and signature?

We have found that while the letter is written in such a manner as to leave no doubt that it is a USP program (the USP logo is on the enrollment form), the city address drives a very high "open-rate" and the city seal and signature lend credibility to the offer, thus driving a much higher enrollment rate.

Will we get a lot of calls from citizens when they get the letter?

A press release provided by USP and issued prior to the first mailing will help alleviate citizen concerns, which should result in nominal calls to city hall.

PRODUCTS

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How will citizens know what is covered?

All customers receive a set of terms and conditions upon enrollment in a utility warranty program. They have 30 days from the date of enrollment to cancel and receive a full refund.

What items are included as part of the water line warranty?

The external water warranty covers the underground service line from the point of connection to the city main line to the water meter. It also covers the underground service line between the water meter and the exterior foundation of the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$500 for public sidewalk cutting, if necessary

What items are included as part of the sewer line warranty?

The external sewer line warranty covers the underground service line from the point of connection to the city main line to the point of entry to the home. If any part of the line is broken and leaking, USP will repair or replace the line in order to restore the service. Coverage caps listed in the terms & conditions are per occurrence as follows:

\$4,000 plus an additional \$4,000 for public street cutting, if necessary

The Coverage Cap looks adequate, but is there an annual or lifetime restriction on how much you will pay to repair?

No. Unlike some other warranties available, we provide you with the full coverage per incident. We will pay up to your coverage amount each and every time you need us. We do not deduct prior repair expense from your coverage cap or limit the amount we will pay annually.

Doesn't Homeowner's Insurance cover this type of repair?

Typically, no. Most homeowner policies will pay to repair the damage created by failed utility lines but they generally do not pay to repair the actual broken pipes or lines. We encourage you

to call your insurance company to determine your actual coverage.

Who replaces landscaping if damaged?

USP will provide basic restoration to the site. This includes filling in the holes, mounding the trench (to allow for settling) and raking and seeding the affected area. Restoration does not include replacing trees or shrubs or repairing private paved/concrete surfaces. This is outlined in the terms & conditions sent to the customer.

What building codes will you adhere to?

If the line is broken and leaking, USP will repair or replace the leaking portion of the line according to the current code. However, USP is not responsible for bringing working lines up to code that are not in need of repair.

CUSTOMER SERVICE

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Will a citizen have a long hold time when reporting a claim?

No. Repair calls receive the highest priority and are answered 24/7. Repair calls are connected to a live agent through a voice recognition unit (VRU).

Will the customer always get a live operator when they call?

Yes. Customers are directed to select to speak with either a service or claims agent and will then be directed to a live Agent.

What is the claims process?

Program participants call a toll-free USP number to file a claim. USP selects the contractor, who is required to contact the customer within one hour of receiving the job to schedule a time to begin the repairs. Typically, repairs are completed within 24 hours. Emergencies receive priority handling.

CONTRACTORS

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Who performs the repair work?

USP retains local, professional plumbers to perform all the service line repair work.

How selective are you when choosing contractors to conduct repairs?

USP only selects contractors who share our commitment to excellence in customer service. Scorecards are maintained for each contractor, tracking the customer satisfaction rating for work performed. Customer feedback is shared with our contractors and any contractor with a low customer satisfaction rating is removed from the network.

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

Phone: 620-225-8100
FAX: 620-225-8144
www.dodgecity.org

Memorandum

*To: Ken Strobel, City Manager
Cherise Tieben, Assistant City Manager*

From: Nannette Pogue

Date: December 14, 2011

Subject: Recommendation for 2011 Special Alcohol and Drug Funds

Agenda Item: New Business

Recommendation: I recommend the approval of the disbursements of Special Alcohol and Drug Tax money for the recommended programs.

Background: The City of Dodge City receives a portion of the alcohol and drug tax that is collected in the community. That tax is allocated 1/3 to the General Fund, 1/3 to a Special Park and Recreation Fund and 1/3 to a Special Alcohol and Drug Fund. This allocation is spelled out in the Kansas State Statutes. The amount deposited into the Special Alcohol and Drug fund are to be used for “the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers”. In order to accomplish this, we take applications from agencies/programs that provide those services. A committee of 3 individuals reviewed the applications and made a recommendation on the allocation of these funds. The 3 people serving on the committee were Jane Longmeyer, Luanne Menard and Vickie Williamson. There is approximately \$108,000 to be allocated for these programs. The applications received, the amount applied for and the recommended allocation is:

Organization	Project	Amount of Request	Recommendation
Area Mental Health Center	Dual Diagnosis Treatment	17,226	0
Dodge City Public Library	DVD's and books with related topics. Provide comprehensive list to all service agencies	1,300	1,300
Dodge City Police Dept.	Juvenile Underage Drinking Grant Enforcement (JUDGE)-Personnel & Supplies	22,000	6,500
Dodge City Police Dept.	Supplies and travel for Gang Resistance Education Training (Great)	20,000	8,500
New Chance	Addictions Treatment & Counseling	68,500	68,500

Friends of Recovery	Oxford Houses of Dodge City	10,000	10,000
Catholic Social Services	D&A assessments & outpatient treatment for those who do not have ability to pay	12,000	12,000

The recommendation also includes that at the time Area Mental Health has a counselor that can address their proposed project, they can reapply or submit bills on a per occurrence basis. The amounts recommended to the Dodge City Police Department for their programs are based on amounts spent in the prior year.

Justification: The applications received met the general requirements of the program. The recommendations by the committee are the amounts they feel best meets the overall goals of the program.

Financial Considerations: Money is available in the Special Alcohol and Drug fund to pay the recommended amounts.

Purpose/Mission: Support the quality of life in Dodge City by best spending the monies the City receives for drug and alcohol treatment, education and prevention programs.

Legal Considerations: None

Memorandum

To: City Commissioners
From: Ken Strobel
Date: 12-16-11
Subject: Star Bond Master Development
Consultant Letter of Intent
Agenda Item: New Business

Recommendation: Attached you will find a Letter of Intent which upon your approval will engage the services of Carr Baier Crandall (CBC) Real Estate Group as the Master Developer Consultant for the City's STAR Bond project. Staff recommends approval.

Background: Staff has been working for a considerable amount of time researching and compiling information regarding the opportunity to utilize the STAR bond funding mechanism to spur retail development in an area to be designated near the casino and SEC, the second area incorporated into the plan has not been fully defined either, but is expected to incorporate the historic downtown district, Boot Hill Museum and additional area contiguous to these downtown markers.

Justification: Staff felt it necessary to get experienced development assistance in this matter due to the complicated nature of the statutes governing this funding mechanism and other related incentives. In addition, as you are aware, preparing incentive packages and development agreements can be incredibly difficult without substantial knowledge of all available incentive programs and uses, this is further complicated without retail development experience. The staff had issued a Request for Proposal for the Master Developer position. Three responses to the RFP were received and reviewed by staff and the STAR committee. CBC was the unanimous selection of both the staff and the committee.

Financial Considerations: The Development Agreement referred to in the Letter of Intent is intended to span fourteen (14) months with a proposal budget not to exceed approximately \$280,000. The contract also includes legal, architectural and planning fees. Staff is recommending that \$500,000 be reserved from the recent National Beef payment to fund the budget for this project.

Purpose/Mission: Ongoing Improvement – together, we value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: The Development Agreement will be forthcoming.

Attachments: Letter of Intent

LETTER OF INTENT

The City of Dodge City, KS (“City”) and CBC Real Estate Group, LLC (“CBC”) desire to enter into this Letter of Intent in order to authorize CBC to provide services and be compensated therefore while acting as Master Developer for the City’s STAR Bond Project as described below (the “Project”) during the period from the date of this Letter of Intent until the effective date of a more definitive Development Agreement to be negotiated and approved by the Parties.

The following terms provide the current understanding of the Parties which establishes the parameters of the Development Agreement to be negotiated between the Parties at a later date:

Project: The City’s objective is to become a tourist destination through the development and marketing of two (2) non-contiguous sites for additional retail/commercial and entertainment in Dodge City, KS. The proposed primary retail site would be adjacent to Boot Hill Casino & Resort, United Wireless Arena, and Magouirk Conference Center (the “West Site”) and would possibly extend east along Comanche. The proposed historic/entertainment site would include the Boot Hill Museum and adjacent historic downtown area (the “Downtown Site”). Collectively referred to as the “District Sites”.

The areas to be developed will be included in one (1) non-contiguous STAR Bond District for the purposes of using STAR Bond financing as per K.S.A. 12-17,160. Such funding may generally be used for land costs, site preparation, public infrastructure and utilities, parking improvements, and museum facilities.

Exclusivity: Upon execution of this Letter of Intent, the City does hereby authorize CBC to act as their exclusive Master Developer for the Project and CBC agrees to act in such capacity until such time as (1) the parties have reached a definitive Development Agreement, in which case said Agreement will supersede the provisions of this letter or (2) this Letter of Intent is terminated as hereinafter provided.

Services: CBC will provide the initial portion of the services outlined in their Response to Request for Proposal, dated December 2, 2011 and in particular those services found in Question #5a and #5b, copies of which are attached hereto and made part hereof. CBC, working on behalf of the City, will lead efforts to develop an overall STAR Bond public incentives strategy so that both District Sites are successful. CBC will regularly communicate to the City activity and progress related to the services.

Compensation: As part of the Development Agreement between the parties, the City and CBC will determine fees to be paid during the pre-development phase and appropriate market rate success fees due upon the execution of Development Agreements with At-Risk Developers.

Initial Phase Budget: CBC will develop an initial Phase budget for review and approval by the City covering the period from the date of this Letter of Intent until the Development Agreement becomes effective, which will include expected out of pocket costs for legal, exhibits, planning, site engineering, feasibility reports, etc necessary to promote the Project and secure the interest of At-Risk Developers and Retailers. The monthly fees and expenses for the initial phase are anticipated to be approximately \$30,000 per month and shall not exceed that amount without prior City approval. The Development Agreement shall establish the Pre-Development budget in an amount not to exceed \$300,000, which shall include all initial phase fees and expenses. CBC will use the budgeted funds to develop a strategy for (i) securing approval of the STAR Bond District, (ii) promote the District and (iii) solicit At-Risk Developers. If additional consultants or expenses are required, CBC will seek approval from the City prior to making any such commitments. An estimate of fees and expenses can be found in Question #5b.

Schedule:	City Approve CBC Letter of Intent	December 19, 2011
	Meet with Secretary of Commerce	December 21, 2011
	Submit STAR Bond Application	January 15, 2011
	Complete Master Developer Agreement	February 15, 2011

Consultant Team In addition to the CBC personnel, the City acknowledges and approves the current team members which include Stinson Morrison Hecker who will provide legal counsel, Slaggie Architects who will provide master planning services and BHC Rhodes will provide site and civil engineering services. CBC and the City agree to determine as part of the Development Agreement if it is best for the above consultants to be retained directly by CBC, the City or some combination.

Termination This Letter of Intent may be terminated at any time by either party providing written notice to the other at least 10 days prior to the termination date stated in said notice. In the event of such termination CBC monthly fees will be prorated to the date of termination and all expenses incurred prior to the receipt of such termination notice will be paid. Payment of all fees and expenses due

as of the date of termination shall be paid to CBC written 10 days of termination.

This letter is intended to be an expression of the parties intent to pursue timely and good faith negotiations as herein provided while proceeding with initial phase of services.

CBC Real Estate Group, LLC

ACCEPTANCE

By: _____
Name: William F. Crandall

Accepted and agreed to this ____ day of
December 2011

Title: _____

CITY OF DODGE CITY, KANSAS

By:

CBC consulting experience in assisting municipalities with development of retail incentives programs and policies is vast. Working with the UG, City of Liberty, City of Blue Springs and City of Westwood, it is our recommendation that throughout this process, municipalities should retain a portion of the net increment to fund basic services.

b) Ability to complete, and/or assist with, the completion of the STAR Bond Application.

It is CBC's recommendation that the law firm of Stinson Morrison Hecker ("Stinson") be engaged by the City as part of our response. Stinson partner, Todd LaSala has personally been involved in Village West from the inception and remains their lead counsel today. LaSala has also been counsel to other municipalities and developers and has even been hired to draft and lobby for STAR Bond legislation for other States. Stinson also has a good working relationship with the Secretary of Commerce's office and has worked with Commerce on other STAR Bond applications and project approvals.

With Stinson as an integral part of our team, CBC can demonstrate the ability assist the City with the completion of the STAR Bond application.

c) Assistance in developing and identifying revenue streams

Identifying revenue streams generated by STAR Bonds is a fundamental part CBC's contribution to the overall success of the project. As a practical matter, if STAR Bonds are issued, the City will need to engage both an Investment Bank to underwriter the STAR Bonds as well as Bond Counsel to prepare the bond documents. Our team has worked with several Investment Banks and the City's Bond Counsel, Gilmore & Bell on several other projects, including Village West.

5) Illustrations

a) Narrative descriptions.

As we understand, you are requesting a narrative description of the Master Development Process. Because of the differing nature of the two project areas as well as the possibility of negotiating with major anchor end retailers, we anticipate that the process will be different for both project areas and that more than one Development Agreement will need to be negotiated. But, in general the process would be as follows;

Master Developer Award:

Proposals are due December 2nd and it is anticipated the City would make an award by mid to late December, which for the sake of this discussion, we will assume is CBC. Concurrent with the following phases, the City and CBC negotiate an agreement for services where there would be base compensation and a success fee due upon the issuance of STAR Bonds. It is possible that an At-Risk Developer responds to the RFP and part of CBC's immediate role will be to negotiate their letter of intent, or memorandum of understanding.

STAR Bond District Application:

Stinson believes that the Dodge City project may require a preliminary application and a subsequent final application because many of the details of the project will evolve over time. However, we believe that the Secretary of Commerce will view the Dodge City application

favorably. We know that Commerce looks with a critical eye for a project that can fairly be characterized as a statewide and regional destination, and include a high quality innovative entertainment and tourism attractions. In recent years, Commerce has become more focused on projects with unique features that have the potential to increase tourism, generate significant positive and diverse economic and fiscal impacts and be capable of sustainable development over time. We think the vision that Dodge City has talked about for its STAR Bond project is likely to be favorably received at the State and we can help shape the characterization of the Dodge City project in the application to make certain that the application has a strong chance of being accepted..

Master Planning:

Immediately upon award, CBC must test the recommendations made in the Jeff Green Partners report and reduce these to preliminary master plans, financial projections, estimates of infrastructure costs on the West project area as well as the Historic Downtown project area. It will be important for CBC to meet with members of the community to better understand expectations for both project areas. It may be recommended that an additional third party retail report be ordered to confirm the results of the JGP report.

Gaining control of the land will be essential during this stage of development. Knowing the strike price and the willingness to sell will be critical in evidencing that the City can deliver a STAR Bond district for the benefit of an At-Risk Developer or retail end user.

Because time is of the essence, we propose that the City accept CBC's recommendation to allow Slaggie Architects to provide Master Planning services. This will allow for the development of preliminary plans which will assist in the attraction of At-Risk Developers and end retailers.

Developer Solicitation of Interest:

We expect that there will be multiple tracks of activity including (i) soliciting At-Risk Developer interest in the West project area, (ii) directly soliciting end retailer interest in both project areas, (iii) negotiating with preferred Developers within the Historic Downtown project area. In all cases, our interest is providing a credible front to the development community and evidence that the City can get this project complete.

Development Agreement Negotiations:

Memorializing the expectations with regards to tenant mix, development time frames, sharing of STAR Bond increment, guarantees, etc. will all be part of the Development Agreement.

The Planning Commission will also need to consider and approve the proposed zoning and uses within the STAR Bond District. Subsequent to this approval, the City Council will need to consider and approve the proposed Development Agreement.

Development Leasing / Financing:

With the approval of the Development Agreement by the City Council and approval of the STAR Bond District and STAR Bond Project by the Planning Commission, the At-Risk Developer can

realistically pursue project financing and leasing for the development project. Project financing will depend on the security provided by the Developer including the quality of their financial condition, quality of the tenants and how the STAR Bond increment is monetized. Other external factors such as the national economy, interest rates and competition will affect the ability to secure project financing. If all of these factors are in an acceptable condition, the At-Risk Developer may receive financing.

Design and Construction:

If financing is secured, the At-Risk Developer commence design and construction of the STAR Bond Project which should take approximately 1-18 months. Every effort should be made to time the opening of the project with either the Spring (pre-summer) or Fall (pre-holiday) seasons.

b) Statement of sources and uses.

From the time of Master Developer award to the time the STAR Bond Project receives financing; this could be between 18 to 24 months. During this period of time, it is contemplated that the City would fund the pre-development expenses not otherwise funded by the At-Risk Developer through a funding agreement. The following is subject to scope clarification and should be consider only as an estimate of City retainer fees during the initial stages or Pre-development/Development. All of these expenses would reasonably be recovered by the STAR Bonds.

Pre-Development Expenses:

Master Developer	14 Months @ \$10,000	\$ 140,000
Master Planning	14 Months @ \$ 5,000	\$ 70,000
Legal	14 Months @ \$ 5,000	\$ 70,000
Total*		\$ 280,000

Development Agreement: (Funded by At-Risk Developer(s))

Master Developer	6 Months @ \$15,000	\$ 90,000
Master Planning	6 Months @ \$ 5,000	\$ 30,000
Legal	6 Months @ \$10,000	\$ 60,000
Total*		\$180,000

*Allowances should be made for Civil Engineering & Special consultants.

c) Approach to marketing and property management.

Marketing and management of the property will be the responsibility of the At-Risk Developer. However, CBC has a property management group and would vet the ultimate developers to insure that they have the ability to both market and manage the property. Is this the question you are asking?