

# **CITY COMMISSION AGENDA**

City Hall Commission Chambers

Monday, February 6, 2012

7:00 p.m.

MEETING #4876

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Pastor Anthony Beville of Family Life – Dodge City Church of the Nazarene

**PLEDGE OF ALLEGIANCE** colors presented by Dodge City Boy Scouts

## **PETITIONS & PROCLAMATIONS**

Boy Scout Anniversary Proclamation

National AMBUCS Month

**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).

Character Trait – Deference; Presented by Director of Public Information, Jane Longmeyer

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, January 17, 2012;
2. Appropriation Ordinance No. 3, February 6, 2012
3. Cereal Malt Beverage License
  - a. Mariscos Nayarit, 509 N. 2<sup>nd</sup> Avenue
  - b. Water Sports Campground & RV Park, 500 Cherry St.
  - c. Gene's Heartland Foods, 1800 Central

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-04:** A Resolution Requesting Support of an Application for Housing Tax Credits to be Utilized for the Development of Affordable Rental Housing Located at 2804 North 6<sup>th</sup> Avenue, Dodge City, KS. Report by Housing and Neighborhood Revitalization Coordinator, Kaci Davignon.

**Resolution No. 2012-05:** A Resolution of the Governing Body of the City of Dodge City, Kansas Determining that the City is Considering Establishing a STAR Bond Project District Within the City, Establishing the Date and Time of a Public Hearing on Such Matter, and Providing for the Giving of Notice of Such Public Hearing. Report by City Manager, Ken Strobel.

### **UNFINISHED BUSINESS**

1. National League of Cities Service Line Warranty Program. Report by Director of Finance/City Clerk, Nannette Pogue.

### **NEW BUSINESS**

1. Approval of Appointments to Boards & Commission. Report by Director of Public Information, Jane Longmeyer.
2. Approval of Waddell 2<sup>nd</sup> Subdivision. Report by Director of Developmental Services, Dennis Veatch.
3. Approval of Donation of Fire Truck. Report by Fire Chief, Kevin Norton.

### **OTHER BUSINESS**

### **ADJOURNMENT**

*SCOUT WEEK PROCLAMATION*  
*FEBRUARY 5, 2012 - FEBRUARY 11, 2012*

*WHEREAS*, Chicago publisher William D. Boyce founded the Boy Scouts of America on February 8, 1910, after learning of the Scouting movement in London; and

*WHEREAS*, the purpose of the Boy Scouts is to develop citizens who are physically, mentally and emotionally fit, have a high degree of self-reliance and resourcefulness, personal values based on religious concepts, the desire and skills to help others and a keen respect for the basic rights of all people; and,

*WHEREAS*, there are 55 churches, service and fraternal clubs, and other community organizations that have been chartered in our Council by the Boy Scouts of America to service the Scouting program; and,

*WHEREAS*, the volunteer leaders selected by these chartered organizations are performing an outstanding service for 2452 boys and young men and women; and

*WHEREAS*, the Santa Fe Trail Council of the Boy Scouts of America and its corps of dedicated volunteer leaders are providing necessary support to the leaders in the 81 Cub Scout Packs, Boy Scout Troops, Explorer Posts and Venture Crews; be it

*RESOLVED*, that I, Rick Sowers, Mayor of Dodge City, Kansas, do hereby designate February 5-11, 2012 as Scouting Anniversary Week and urge our citizens to join with me in expressing appreciation to the community organizations that sponsor Scouting; to the volunteers who serve with the partner organizations; and to the youth in the Santa Fe Trail Council of the Boy Scouts of America.

*IN OFFICIAL RECOGNITION THEREOF*, I hereby affix my signature, and cause to be affixed the official seal of the City of Dodge City, this 6th day of February, 2012.

SEAL

---

Rick Sowers, Mayor

---

Nannette Pogue, City Clerk

## PROCLAMATION

**WHEREAS:** AMBUCS, American Business Clubs, Inc. is dedicated to creating independence for people with disabilities; and,

**WHEREAS:** the recognition of AMBUCS as an organization making an important difference in communities across the United States as a noteworthy event; and,

**WHEREAS:** The Dodge City AMBUCS is a chapter now celebrating 28 years of service; and,

**WHEREAS:** AMBUCS displays a proud record of providing scholarships for training young people as therapists for people with disabilities; and

**WHEREAS:** The Dodge City Chapter has various community projects in which they participate.

**NOW, THEREFORE,** BE IT RESOLVED that I, Rick Sowers, Mayor of the City of Dodge City, Kansas, do hereby proclaim the month of February, 2012 as:

### NATIONAL AMBUCS MONTH

in Dodge City, Kansas and urge all citizens to become more aware of the altruistic service and the wholesome up building of communities they render.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Great Seal of the City of Dodge City to be affixed, this 6th day of February, 2012.

---

Rick Sowers, Mayor

SEAL

---

Nannette Pogue, City Clerk

# DEFERENCE

February 2012



Deference is practicing civility...especially in disagreement. You might have the right to say or do what you want, but is it helpful? Is it appropriate? Is it treating others as you'd like them to treat you?

## Respect Differences

Individuals possess a wide variety of tastes, preferences, family histories, and cultural backgrounds. By themselves, these differences are not right or wrong...they just are. How we respond to such differences becomes a character issue.

We need *humility* to learn from others instead of expecting everyone to share our perspectives. We need *persuasiveness* to understand others and clearly communicate with them. We need *discernment* to understand what is important and what is trivial.

## Mind Your Surroundings

Deference starts by knowing where you are and what is appropriate in each situation. Yelling and laughing might be appropriate at a ball game, but not in a workspace where people are trying to concentrate. Texting on your phone might be okay when you're alone, but not during a meeting.

## Seek Resolution

Deference is not just giving in. Deference is valuing the other person enough to avoid needless conflict...and to engage in needed conflict.

If your coworker has an annoying habit of cracking his or her knuckles, you might show deference by not saying anything. If another coworker has bad breath, you might take him aside and tactfully address the problem before a sales meeting. If your little brother is doing drugs, your concern for your brother should motivate you to confront him.

Face issues before they tear your relationships apart, and be careful how you say things. As much as possible, live peaceably with others.

**RESPECT FOR  
OURSELVES GUIDES  
OUR MORALS;  
RESPECT FOR  
OTHERS GUIDES  
OUR MANNERS.**

~ Laurence Sterne

# **CITY COMMISSION MINUTES**

City Hall Commission Chambers

Tuesday, January 17, 2012

7:00 p.m.

MEETING #4874

## **CALL TO ORDER**

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

**INVOCATION** by Vernon Bogart of John 14 Fellowship

## **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).

Director of Public Information, Jane Longmeyer, presented Leonel Ibarra and Mary Trent each with an award for completion of Certified Public Management.

Project Development Coordinator, Melissa McCoy, shared information regarding the 140<sup>th</sup> Birthday Celebration of Dodge City and the “Celebrate Dodge City” contest.

Commissioner Monte Broeckelman joined the meeting at 7:13 p.m.

Cathy Reeves, Director of the Dodge City Public Library, gave a Quarterly Update

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting minutes, January 3, 2012;
2. Appropriation Ordinance No. 2, January 17, 2012

Commissioner Jim Sherer moved to approve the Consent Calendar as presented, seconded by Commissioner Michael Weece. The motion carried 4-0.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2012-02:** A Resolution Describing and Defining the Boundary of the City of Dodge City was approved on a motion by Commissioner Michael Weece, seconded by Commissioner Monte Broeckelman. Motion carried 4-0.

**Resolution No. 2012-03:** A Resolution Authorizing the Sale and Conveyance of Certain Land By the City of Dodge City, Kansas to Kimbroy's Properties L.L.C. was approved on a motion by Commissioner Monte Broeckelman, seconded by Commissioner Jim Sherer. Motion carried 4-0.

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Mobility Manager, Kathy Denhardt, presented for approval a Grant Application – Request for Letters of Support for the Department of Transportation Grants, 5311 & 5316. Commissioner Jim Sherer moved to approve the two (2) Letters of Support for the Department of Transportation 5311 & 5316 Grant Programs, Commissioner Michael Weece seconded the motion. Motion carried 4-0.

**OTHER BUSINESS**

Commissioner, Jim Sherer:

- Appreciated the Staff and everything that is happening; and
- Asked about snow removal on Beeson.

Mayor, Rick Sowers:

- April is the date to start air service to Dallas from Garden City.

Commissioner, Monte Broeckelman:

- Asked about report from VenuWorks. Report was passed out to Commissioners.

**ADJOURNMENT:** Commissioner Monte Broeckelman moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

---

Rick Sowers, Mayor

ATTEST:

---

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR  
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 - FORD COUNTY

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

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>10351150 - 001 M</u>		
Name <u>Ramdn Preciado</u>	Phone No. <u>(620) 227-9899</u>	Date of Birth <u>9-04-47</u>
Residence Street Address <u>509 N 2nd Ave</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

<b>SECTION 3 - LICENSED PREMISE</b>			
<b>Licensed Premise (Business Location)</b>		<b>Mailing Address</b>	
DBA Name <u>Mariscos Nayarit</u>	Name <u>Mariscos Nayarit</u>		
Business Location Address <u>509 N 2nd Ave</u>	Address <u>509 N 2nd Ave</u>		
City <u>Dodge city</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge city</u> State <u>KS</u> Zip <u>67801</u>		
Business Phone No. <u>(620) 227-9899</u>	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s)			

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>19</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has 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.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form prepared by the Attorney General's Office)

SECTION 5 – MANAGER OR AGENT QUALIFICATION		
My place of business will be conducted by a manager or agent.		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
If yes, provide the following:		
Manager/Agent Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.		<input type="checkbox"/> Yes <input type="checkbox"/> No

I declare under penalty of perjury under the laws of the State of Kansas that the foregoing is true and correct. (K.S.A. 52-601)

SIGNATURE *Ramon Preciado* DATE 01/12/12

FOR CITY/COUNTY OFFICE USE ONLY:		
<input checked="" type="checkbox"/> License Fee Received Amount \$ <u>200<sup>00</sup></u> Date <u>1-13-12</u>	(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)	
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received Date <u>1-13-12</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: _____

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.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)



**INDIVIDUAL/SOLE PROPRIETOR  
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 County of Ford

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 licenses premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): <u>35-0975</u>		
Name <u>Water Sportss Campground &amp; RV</u>	Phone No <u>620-225-8044</u>	Date of Birth <u>5-19-27</u>
Residence Street Address <u>500 Cherry</u>	City <u>Dodge City; Ks.</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Olive C. Morgison</u>	Phone No <u>620-227-2935</u>	Date of Birth <u>-k7-25</u>
Residence Street Address <u>504 Minneola Road</u>	City <u>Dodge City; Ks.;</u>	Zip Code <u>67801</u>

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Water Sports Campground &amp; Rv(Park)</u>	Name
Business Location Address <u>500 Cherry St.</u>	Address
City <u>Dodge City; Ks.</u> State <u>67801</u> Zip	City State Zip
Business Phone No. <u>620 225-8044</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>Pat &amp; Olive Morgison</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>75</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has 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.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR  
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**  
(This form prepared by the Attorney General's Office)

SECTION 5 - MANAGER OR AGENT QUALIFICATION		
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 <u>Dena Vogel</u>	Phone No.	Date of Birth
Residence Street Address <u>500 Cherry St. Lot #20</u>	City <u>Dodge City; Ks.</u>	Zip Code <u>67801</u>
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code
Qualification Statement		
My manager/agent and his/her spouse <sup>2</sup> meets all of the qualifications in Section 4.		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

SECTION 6 - 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. (K.S.A. 53-601)

SIGNATURE *Pat Morgan* DATE 1-30-12

\$75.00

FOR CITY/COUNTY OFFICE USE ONLY:			
<input checked="" type="checkbox"/> License Fee Received	Amount \$ <u>50.00</u>	Date <u>1-30-12</u>	(\$25 - \$50 for Off-Premise license or \$25-200 On-Premise license)
<input checked="" type="checkbox"/> \$25 CMB Stamp Fee Received	Date <u>1-30-12</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.

<sup>1</sup> If renewal application, applicant's spouse not required to meet the no criminal history requirement. K.S.A. 41-2703(b)(9)  
<sup>2</sup> Spouse not required to be U.S. citizen, Kansas resident or over 21 years of age. K.S.A. 41-2703(b)(9)

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of Dodge City, KANSAS

## SECTION 1 - LICENSE TYPE

Check One:  New License  Renew License

Check One:

- License to sell cereal malt beverages for consumption on the premises.  
 License to sell cereal malt beverages in original and unopened containers and not for consumption on the licensed premises.

## SECTION 2 - APPLICANT INFORMATION

Kansas Sales Tax Registration Number (required): 48-1178259F-DB

Name of Corporation <u>CLASEN INC</u>	Principal Place of Business <u>1400 S OLIVER</u>		
Corporation Street Address <u>1400 S OLIVER</u>	Corporation City <u>Wichita</u>	State <u>KS</u>	Zip Code <u>67212</u>
Date of Incorporation <u>1-23-1996</u>	Articles of Incorporation are on file with the Secretary of State.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Resident Agent Name <u>GENE CLASEN</u>	Phone No. <u>316-524-3238</u>		
Residence Street Address <u>915 CRESTLINE</u>	City <u>Wichita</u>	State <u>KS</u>	Zip Code <u>67212</u>

## SECTION 3 - LICENSED PREMISE

Licensed Premise (Business Location)		Mailing Address	
DBA Name <u>GENE'S HEARTLAND FOODS</u>	Name		
Business Location Address <u>1800 CENTRAL</u>	Address	<u>= SAME =</u>	
City <u>Dodge City</u>	City	State <u>KS</u>	Zip <u>67801</u>
Business Phone No. <u>620-225-2981</u>	<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.		
Business Location Owner Name(s) <u>ROBERT &amp; JEANNE WEIGEL</u>			

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

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

Name <u>GENE CLASEN</u>	Position <u>PRESIDENT</u>	Date of Birth <u>11-30-35</u>
Residence Street Address <u>915 CRESTLINE</u>	City <u>Wichita</u>	State <u>KS</u>
		Zip Code <u>67212</u>
Spouse Name <u>MARY CLASEN</u>	Position	Date of Birth <u>12-15-38</u>
Residence Street Address <u>= SAME =</u>	City <u>= SAME =</u>	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code
Name	Position	Date of Birth
Residence Street Address	City	State
		Zip Code
Spouse Name	Position	Age
Residence Street Address	City	State
		Zip Code

SECTION 5 – MANAGER OR AGENT INFORMATION		
My place of business 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 <i>MICHAEL CHARBONNEAU</i>	Phone No. <i>620-482-0447</i>	Date of Birth
Residence Street Address <i>3011 GARY AVE</i>	City <i>DODGE CITY</i>	Zip Code <i>67801</i>
Manager or Agent Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 6 – QUALIFICATIONS FOR LICENSURE	
<p>Within 2 years immediately preceding the date of this application, none of the individuals identified in Sections 4 &amp; 5 have 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>None of the individuals identified in Sections 4 and 5 were 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 <sup>1</sup> .	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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 *James E. Clam* DATE *10-21-11*

FOR CITY/COUNTY OFFICE USE ONLY:	
<input type="checkbox"/> License Fee Received Amount \$ _____ Date _____ (\$25 - \$50 for Off-Premise license or \$25-200 for On-Premise license)	
<input type="checkbox"/> \$25 CMB Stamp Fee Received Date _____	
<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: _____	

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.

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



## Memorandum

*To: City Commissioners*  
*From: Kaci Davignon, Housing & Neighborhood Revitalization Coordinator*  
*Date: February 6<sup>th</sup>, 2012*  
*Subject: Resolution 2012-04*

---

**Recommendation:** Staff recommends the approval of Resolution which indicates the City of Dodge City's support of the Overland Property Group's second application to the Kansas Housing Resource Corporation for housing tax credits.

**Background:** In April of 2008 the City and County received the CHAT report which provided our community with a housing needs and analysis. The report showed that our community housing needs were substantial and provided guidance for efforts which can be made to correct the issue. The report also indicated that there was a need for housing on many different income levels. Utilization of housing tax credits allow developers the opportunity to make moderate income dwellings available to affordable income renters.

**Justification:** The Dodge City/Ford County Development Corporation has been working to recruit developers to increase the amount of housing within the Dodge City/Ford County area. Overland Property Group is proposing to build 32 additional units to the existing complex. Affordable income citizens and families will benefit from this tax credit.

**Financial Considerations:** None at this time.

**Purpose/Mission:** This resolution assists staff by taking the first step to improving housing opportunities and therefore, improving the quality of life for our citizens.

**Legal Considerations:** None

**Attachments:** Resolution No. 2012-04

**RESOLUTION NO. 2012-04**

**A RESOLUTION REQUESTING SUPPORT OF AN APPLICATION FOR HOUSING TAX CREDITS TO BE UTILIZED FOR THE DEVELOPMENT OF AFFORDABLE RENTAL HOUSING AT 2804 North 6<sup>TH</sup> AVENUE, DODGE CITY, KANSAS.**

**WHEREAS**, The city of Dodge City, Kansas has been informed by Overland Property Group, LLC that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located at 2804 North 6<sup>th</sup> Avenue, Dodge City, Kansas.

**WHEREAS**, this housing development will contain up to 96 units;

**WHEREAS**, the development will be new construction;

**WHEREAS**, the units will be targeted to affordable income families;

**WHEREAS**, the property will have the following amenities: washer/dryer in units, patio/deck, landscaping, frost-free refrigerator with icemaker, walk-in closets, central air, disposal, cable television access, and internet access;

**NOW, THEREFORE, BE IT RESOLVED** by the Dodge City Governing Body, that we support and approve the development of the aforesaid housing in our community, subject to City ordinances and the building permit process. This resolution is effective until January 25<sup>th</sup>, 2013. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

ADOPTED BY THE GOVERNING BODY AND APPROVED BY THE MAYOR, this day of the 6<sup>th</sup> of February, 2012.

[Seal]

City of Dodge City, KS

Attest

\_\_\_\_\_  
Rick Sowers, Mayor

\_\_\_\_\_  
Nannete Pogue, City Clerk

## Memorandum

*To: City Commissioners*  
*From: Ken Strobel*  
*Date: February 3, 2012*  
*Subject: STAR Bond Public Hearing*  
*Agenda Item: Resolution No. 2012-05*

---

**Recommendation:** Staff recommends approving the attached Resolution which establishes a time and date for a public hearing to consider the establishment of a proposed Star Bond District within the City.

**Background:** Staff has been working for sometime now with the cities consultants and bond council concerning the possible use of STAR Bond funding in order to create stronger tourism and retail opportunities for the community. Those efforts have resulted in the preparation of an application to be presented to the Kansas Department of Commerce for consideration.

**Justification:** The public hearing requirement of the legislation is in place to allow the public to hear about the possible development and to provide comment concerning the same.

**Financial Considerations:** None at this time.

**Purpose/Mission:** Together, we promote open communications with our community members to improve quality of life and preserve our heritage to foster a better future.

**Legal Considerations:** None at this time.

**Attachments:** Resolution No. 2012-05

(Published in *The Dodge City Daily Globe* on February \_\_\_\_, 2012)

## **RESOLUTION NO. 2012-05**

### **A RESOLUTION OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS DETERMINING THAT THE CITY IS CONSIDERING ESTABLISHING A STAR BOND PROJECT DISTRICT WITHIN THE CITY, ESTABLISHING THE DATE AND TIME OF A PUBLIC HEARING ON SUCH MATTER, AND PROVIDING FOR THE GIVING OF NOTICE OF SUCH PUBLIC HEARING.**

**WHEREAS**, the City of Dodge City, Kansas (the “City”) desires to promote, stimulate and develop the general and economic welfare of the City and the state of Kansas (the “State”) and to assist in the development and redevelopment of eligible areas within the City, thereby promoting the general welfare of the citizens of the State and the City, by authorizing cities and counties to acquire certain property and to issue sales tax and revenue (STAR) bonds for the financing of STAR bond projects pursuant to the provisions of K.S.A. 12-17,160 *et seq.*, as amended (the “Act”); and

**WHEREAS**, pursuant to the Act the City is authorized to establish STAR bond project districts within eligible areas of the City, as said terms are defined in the Act, to approve STAR bond project district plans for the completion of STAR bond projects within such STAR bond project district, and to finance all or a portion of STAR bond project costs from state and local sales revenues derived from the STAR bond project district, other revenues described in the Act, or a combination thereof or from the proceeds of special obligation tax increment bonds of the City payable from such described revenues; and

**WHEREAS**, prior to the creation of any STAR bond project district the governing body of the City must adopt a resolution stating that the City is considering the establishing of a STAR bond project district, which resolution shall: (1) Give notice that a public hearing will be held to consider the establishment of a STAR bond project district and fix the date, hour and place of such public hearing, which public hearing shall be held not less than 30 nor more than 70 days following adoption of such resolution, (2) describe the proposed boundaries of the STAR bond project district, (3) describe the proposed STAR bond project district plan, (4) state that a description and map of the proposed STAR bond project district are available for inspection at a time and place designated, and (5) state that the governing body will consider findings necessary for the establishment of a STAR bond project district; and

**WHEREAS**, notice of such public hearing shall be given by mailing a copy of the resolution calling the public hearing via certified mail return, receipt requested, to the board of county commissioners of the county, the board of education of any school district levying taxes on property within the proposed STAR bond project district, and to each owner and occupant of land within the proposed STAR bond project district not more than 10 days following the date of the adoption of such resolution and by publishing a copy of such resolution once in the official City newspaper not less than one week or more than two weeks preceding the date fixed for the public hearing, which publication shall include a sketch clearly delineating the area in sufficient detail to advise the reader of the particular land proposed to be included within the STAR bond project area and

**WHEREAS**, upon the conclusion of such public hearing and a finding by the Secretary of Commerce that the STAR bond project district is an “eligible area” under the Act, the governing body may pass an ordinance which shall: (1) make findings that the STAR bond project district proposed to be developed is a STAR bond project under the Act, (2) contain the STAR bond project district plan as approved, (3) contain the legal description of the STAR bond project district, and (4) may establish the STAR bond project district; and

**WHEREAS**, no privately owned property subject to ad valorem taxes shall be acquired and redeveloped under the provisions of the Act, if the board of county commissioners or the board of education levying taxes on such property determines by resolution adopted within 30 days following the conclusion of the hearing for the establishment of the STAR bond project district that the proposed STAR bond project district will have an adverse effect on such county or school district; and

**WHEREAS**, upon the creation of a STAR bond project district pursuant to the Act, the City may propose to undertake one or more STAR bond projects and shall prepare a STAR bond project plan, which may be implemented in separate development stages, in consultation with the City's planning commission; and

**WHEREAS**, the governing body of the City has been presented a proposed STAR bond project district within an area of the City which meets the standards of an eligible area required by the Act and desires to call and conduct a public hearing under the provisions of the Act in order to determine whether it is advisable to create a STAR bond project district pursuant to the Act; and

**WHEREAS**, after the conclusion of the public hearing, it is anticipated that the City will create a STAR bond project district pursuant to the Act.

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

**Section 1. Findings.** The City is considering the establishment of a STAR bond project district pursuant to the Act.

**Section 2. Proposed STAR Bond Project District.** The proposed STAR bond project district (the “STAR Bond Project District”) would be comprised of two (2) separate, non-contiguous areas located within Dodge City: (i) a historic, downtown sub-district (the “Heritage Area”) which would be comprised of approximately 140 acres anchored by the Boot Hill Museum and Front Street located north of Wyatt Earp Blvd., but also including redevelopment opportunities south of Wyatt Earp and west of 2<sup>nd</sup> Avenue in and around Wright Park and (ii) an entertainment sub-district (the “Entertainment Area”) which would be approximately 375 acres of currently undeveloped ground generally located between U.S Highway 50 and 108<sup>th</sup> Road, south of Frontview Road,.

A map depicting the boundaries of the proposed STAR Bond Project District is attached hereto as *Exhibit A*, which is incorporated herein by reference.

**Section 3. Proposed STAR Bond Project District Plan.** The proposed preliminary plan for the proposed STAR Bond Project District provides for a single STAR bond project within the STAR bond project district. The buildings and facilities to be constructed or improved in the STAR bond project district may be described in a general manner as follows:

***Heritage Area.***

Within the Heritage Area the proposed STAR Bond project would provide for: (1) the renovation and expansion of the Boot Hill Museum, including modernizing the exhibits and attractions, (2) infrastructure and themed aesthetic improvements to Front Street and other portions of Dodge City's historic downtown, (3) a themed attraction, like a water park, and (4) construction, renovation and expansion of regional, specialty-themed retail and restaurants to enhance this portion of the community as a super-regional draw.

***Entertainment Area.***

Within the Entertainment Area the proposed STAR Bond project would provide for: (1) the construction of approximately 200,000 to 220,000 square feet of big box and junior anchor stores in one or more buildings, (2) construction of approximately 50,000 to 70,000 square feet of restaurants and other pad sites in multiple buildings, and (3) approximately 220,000 to 240,000 square feet of in-line soft goods retail in multiple buildings.

**Section 4. Public Hearing.** Notice is hereby given that a public hearing will be held by the City Commission to consider the establishment of the STAR Bond Project District on March 19, 2012, at the Commission Chambers located at City Hall, 806 North Second Avenue, Dodge City, Kansas, 67801, the public hearing to commence at 7:00 p.m. or as soon thereafter as the City Commission can hear the matter. At the public hearing, the governing body will receive public comment on the creation of the proposed STAR Bond Project District, and may, after the conclusion of such public hearing, consider the findings necessary for establishment of the STAR Bond Project District pursuant to the Act.

**Section 5. Notice of Public Hearing.** The City Clerk is hereby authorized and directed to provide for notice of the public hearing by taking the following actions:

- (a) A copy of this resolution shall be mailed by United States certified mail, return receipt requested, within 10 days of this date to:
  - (i) the Board of County Commissioners of Ford County, Kansas;
  - (ii) the Board of Education of U.S.D. No. 443;
  - (iii) each owner and occupant of land within the proposed STAR Bond Project District.
- (b) This resolution, specifically including ***Exhibit A*** attached hereto, shall be published once in the official newspaper of the City not less than one week nor more than two weeks preceding the date of the public hearing.

**Section 6. Public Records.** Copies of a description and map of the proposed STAR Bond Project District are public records and are available for public inspection during regular office hours in the office of the City Clerk, City Hall, 806 North Second Avenue, Dodge City, Kansas, 67801.

**Section 7. Further Action.** The Mayor, City Manager, City Clerk and other officials and employees of the City, including Gilmore & Bell, P.C., Bond Counsel, are hereby further authorized and directed to take such other actions as may be appropriate or desirable to accomplish the purposes of this resolution.

**Section 8. Effective Date.** This resolution shall be effective upon its adoption by the City Commission of the City of Dodge City, Kansas.

**ADOPTED** by the City Commission of the City of Dodge City, Kansas on February 6, 2012.

[SEAL]

---

Rick Sowers, Mayor

Attest:

---

Nannette Pogue, City Clerk

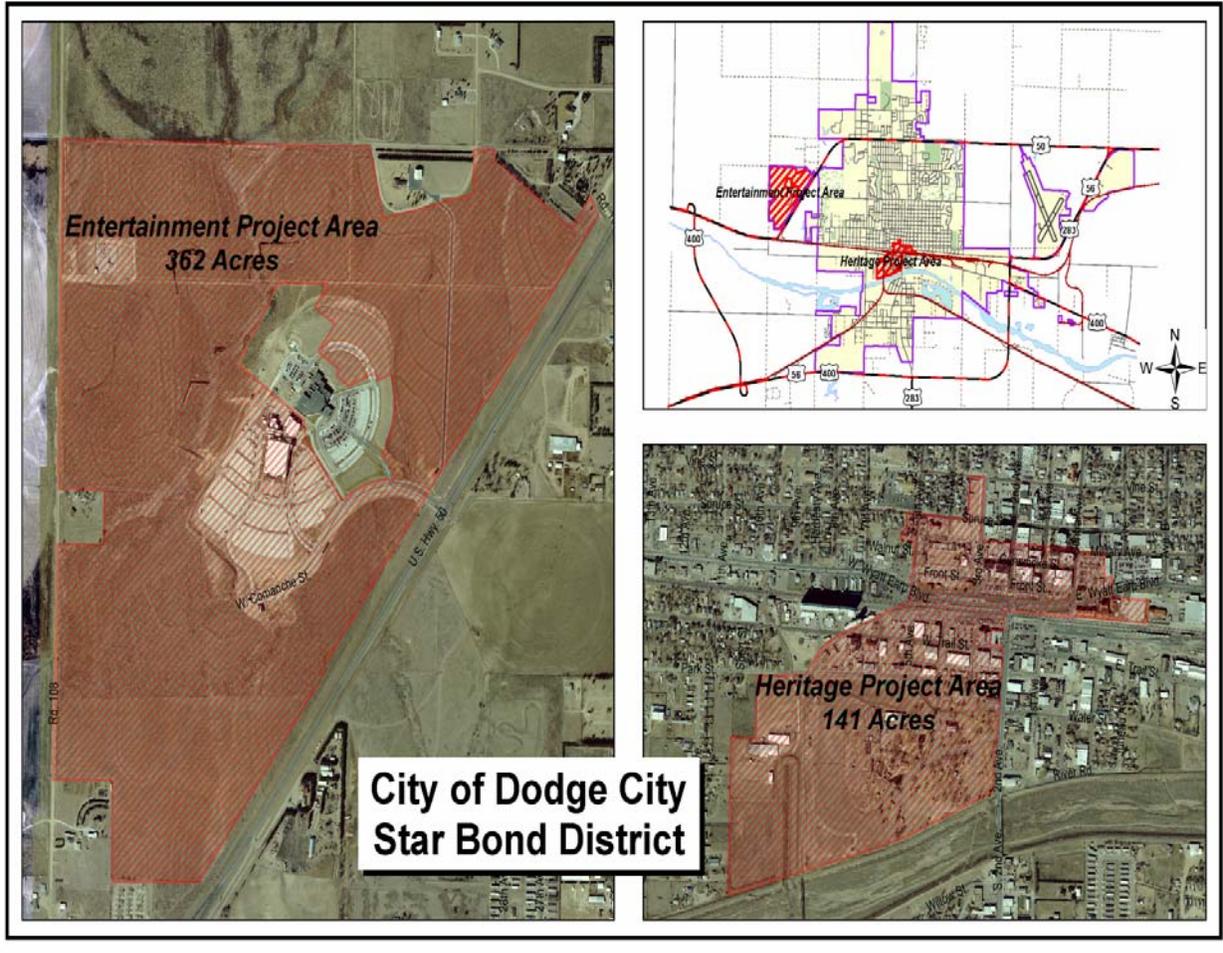
Approved As To Form Only:

---

Bradley C. Ralph, City Attorney

**EXHIBIT A**

**MAP OF PROPOSED STAR BOND PROJECT DISTRICT**



## *Memorandum*

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

*From: Nannette Pogue*

*Date: February 2, 2012*

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

*Agenda Item Old 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 2<sup>nd</sup> 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 2<sup>nd</sup> 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](http://www.nlc.org/enterpriseprograms) or contact Denise Belser, Program Director, at [belser@nlc.org](mailto: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.

[HOME](#)

## FAQS

[OVERVIEW](#)

### UTILITY SERVICE PARTNERS

[How long has the company been in business?](#)

[PARTICIPATING IS EASY](#)

### PROGRAM

## FAQS

[Is this program available everywhere?](#)

[How are our citizens notified of the problem?](#)

[ROLL OUT MAP](#)

[What cooperation will be needed from the cities?](#)

[CASE STUDY](#)

[When do you solicit residents?](#)

[PARTNERSHIPS](#)

[Does NLC or USP sell or rent the personal information of residents that enroll in the program?](#)

[How much does the resident pay for this service?](#)

[NEWS & NOTES](#)

### BENEFITS

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

[Will this program cost the city any money?](#)

[ABOUT US](#)

[What benefits does the city receive from endorsing these programs?](#)

[CONTACT US](#)

### RESPONSIBILITIES

[Who administers the program?](#)

[What are the cities responsibilities?](#)

[Why does the city have to provide a city seal, address and signature?](#)

[Will we get a lot of calls from citizens when they get the letter?](#)

### PRODUCTS

[How will citizens know what is covered?](#)

[What items are included as part of the water line warranty?](#)

[What items are included as part of the sewer line warranty?](#)

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

[Who replaces landscaping if damaged?](#)

[What building codes will you adhere to?](#)

### CUSTOMER SERVICE

[Will a citizen have a long hold time when reporting a claim?](#)

[Will the customer always get a live operator when they call?](#)

[What is the claims process?](#)

### CONTRACTORS

[Who performs the repair work?](#)

[How selective are you when choosing contractors to conduct repairs?](#)

## 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

PARTNERS © 2011 Utility Service Partners. All Rights Reserved.

[USP Login](#)

[HOME](#)  
[OVERVIEW](#)  
[PARTICIPATING IS EASY](#)  
[CAREERS](#)

[FAQS](#)  
[ROLL OUT MAP](#)  
[CASE STUDY](#)

[PARTNERSHIPS](#)  
[NEWS](#)  
[ABOUT US](#)  
[CONTACT US](#)



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

## RESPONSIBILITIES

[Return to top](#)

### **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

[Return to top](#)

### **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

[Return to top](#)

**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

[Return to top](#)

**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.

# Memorandum

**To:** City Commission  
**CC:** City Manager Ken Strobel, Cherise Tieben, Assistant City Manager  
**From:** Jane Longmeyer, Director of Public Information  
**Date:** 2/3/2012  
**Re:** Board and Commission Appointments

The process of soliciting interested citizens to fill the expired/vacant positions on the city-appointed boards and commissions ended on January 30, 2012. Staff has reviewed the applications and supports the following Mayor's recommendations to the City Commission for appointment:

Housing Authority Board – Bob Marshall  
Library Board – Dennis Scheck  
Airport Advisory Board – Duane Weber, Steve Durrant, Paul Yaroslaski, Jeff Hutton  
Dodge City Zoning Board – Susanne Martinez, Jeff Turner, Kevin Salzman  
Board of Zoning Appeals – Robert Durheim  
Building Board of Appeals – John O'Neal, Varae Norman, Mike Weber, Zac DeVoss  
Historic Landmark Commission – Charles Meade, Darleen Clifton-Smith, Don Pearce  
Convention & Visitors Bureau – Austin Swift, Beth Rhoten, R. C. Trotter  
Shade Tree Commission – Jim Geis, David Grayson, Dale Coleman  
Parks & Recreation Advisory Board – Barbara Lundin  
Golf Advisory Board – Ron Herrman  
Santa Fe Trail Community Corrections – Melissa Rodriguez  
Cultural Relations Advisory Board – Mary Marquez representing United Way, Robert Vinton representing USD #443, Victor Sosa representing Cargill

If you need further information, please do not hesitate to contact us.

## *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Dennis Veatch*

*Date: February 1, 2012*

*Subject: 10-05 Waddell 2nd  
Subdivision*

*Agenda Item: New Business*

---

**Recommendation:** The Dodge City Zoning Board met January 24, 2012 to review the final plat of Waddell 2<sup>nd</sup> Subdivision. They are recommending approval of this plat.

**Background:** Robert Waddell submitted an application for this plat which will create additional lots for proposed future housing.

**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 will provide additional property for proposed future housing development.

**Legal Considerations:** None

**Attachments:** Waddell 2<sup>nd</sup> Subdivision



## *Memorandum*

*To: City Manager  
Assistant City Manager  
City Commissioners*

*From: Kevin Norton, Fire Chief*

*Date: 2-6-2012*

*Subject: Donation of Engine 412*

*Agenda Item: New Business*

---

**Recommendation:** With the arrival of our new Pierce fire engine the time has come to decommission its predecessor (engine 412). I am recommending that we donate this engine to the DCCC Fire Science Technology Program.

**Background:** Engine 412 is a 1990 model Smeal pumper it has been in continuous front line service for 22 years it has 89,000 miles and has served the city very well. However, it has now exceeded the NFPA life expectancy (20 years) and should be taken out of service. Donating this truck to DCCC would enable it to continue serving our citizens.

**Justification:** After updating the “Cooperating Agency Agreement” with DCCC in November 2009, we have played an active role in training the students of this program. It is very beneficial to our department to have a pool of certified and competent fire science graduates available to fill potential job vacancies.

**Financial Considerations:** Removal of this unit from the City’s Insurance coverage should create a savings. In the past we have sold decommissioned fire trucks at the city surplus auction without much success.

**Purpose/Mission:** “Together we serve – to make Dodge City the best place to be.”

**Legal Considerations:** I originally considered the city retaining ownership of Engine 412 and leasing the truck to DCCC. However, after consulting with insurance staff from the city it was agreed for liability reasons it would be much better if the city did not own the vehicle.

**Attachments:** Copy of letter from DCCC staff.



# Dodge City Community College

## AND AREA TECHNICAL CENTER

2501 North 14th Avenue • Dodge City, KS 67801-2399 • (620) 225-1321 • 1-800-FOR-DCCC • www.dc3.edu

January 27, 2012

City of Dodge City Commissioners  
806 N. 2<sup>nd</sup> Avenue  
Dodge City, KS 67801

Dear Sirs,

As the Vice President of Innovation & Workforce Development at Dodge City Community College, I would like to request a donation of Fire Truck, Unit 412, to the Fire Science/EMS Program. Your commitment to helping educate the students from our area is needed and is sincerely appreciated.

Each year DCCC continues to advance its mission of Education. Through our programs and efforts from citizens, and communities like yours, we have seen many lives changed for the better. This equipment would allow for realistic training to enhance the firefighting skills of the students. Our goal is to continue to make a difference in the lives of our students, and with the help of donations from supporters such as you, we will continue to see improvements in the programs offered at the college.

Thanks again for your generous support of the Fire Science/EMS Program and the future of our students.

Sincerely,

Danny Gillum  
VP of Innovation & Workforce Development

Brent Unruh  
Professor of Fire Science & EMS