

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, May 7, 2012

7:00 p.m.

MEETING #4886

CALL TO ORDER

ROLL CALL

INVOCATION by Rev. Darrell Hendrickson of the First Church of God

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

1. Wagon Wheel Assessments
2. Beeson Court Subdivision Assessments
3. Interfaith Housing Project
4. Consider the Establishment of an RHID District and Development Plan for Candletree 5

PETITIONS & PROCLAMATIONS

National Train Day Proclamation

National Tourism Week Proclamation – Marshall Alan Bailey

National Foster Care Month Proclamation

VISITORS (Limit of five minutes per individual and fifteen minutes per topic. Final action may be deferred until the next City Commission meeting unless an emergency situation does exist).

Carolyn Henry of the American Red Cross
Dr. Trotter with Round Up Rodeo
Jim Johnson with Trail of Fame
Connie Penick with Depot Theater Company
Kerri Baker with Boot Hill Museum
Jessi Rabe with Boot Hill Casino and Resort

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, April 16, 2012;
2. Approval of City Commission Special Meeting minutes, April 23, 2012;
3. Appropriation Ordinance No. 9, May 7, 2012;
4. Approval of Easement and Contract for Sewer Service for the new control building of Koch Nitrogen Company.
5. Approval of Fireworks Contract with Wald's All American Display Fireworks.
6. Approval of Suspension of Cereal Malt Beverage License for H&J Food Mart, 510 E. Wyatt Earp.

ORDINANCES & RESOLUTIONS

Ordinance No. 3533: An Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (Candletree 5). Report by Assistant City Manager, Cherise Tieben.

Ordinance No. 3534: An Ordinance Levying Special Assessments on Certain Property (Wagon Wheel Addition) to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized by Resolution No. 2011-06 and Providing for the Collection of Such Special Assessments. Report by Director of Finance/City Clerk, Nannette Pogue.

Ordinance No. 3535: An Ordinance Levying Special Assessments on Certain Property (Beeson Court Subdivision) to Pay the Costs of Internal Improvements in the City of Dodge City, Kansas as Heretofore Authorized by Resolution No. 2009-11, 2009-12 and 2009-13 and Providing for the Collection of Such Special Assessments. Report by Director of Finance/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the 2012 Street Program. Report by Director of Engineering Services, Ray Slattery.
2. Approval of Contract with BHC Rhodes for Design of Comanche Street from 14th Street to US 50. Report by Director of Engineering Services, Ray Slattery.
3. Approval of Proposal from Klotz Sand Co., Inc. for the Construction of Infrastructure Improvements for the Candletree #5 Sub-Division. Report by Director of Engineering Services, Ray Slattery.
4. Approval of Quote from Toter, Inc. for Purchase of Polykarts. Report by Assistant Superintendent of Public Works, Corey Keller.

OTHER BUSINESS

ADJOURNMENT

Memorandum

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

From: Nannette Pogue

Date: May 4, 2012

*Subject: Public Hearings for Special Assessments for Wagon Wheel
Addition, Beeson Court Subdivision and Interfaith Housing
Project*

Agenda Item Public Hearings

Recommendation: Open the public hearing for each of the 3 public hearings to be held at this May 7th meeting. Listen to public comment and comments from Finance Director. Close the public hearing after all comments have been heard

Background: At the April 2 City Commission meeting, the City Commission approved special assessment process for special assessments for Wagon Wheel Addition, Beeson Court Subdivision and Interfaith Housing Project. At that meeting, the Commission set the public hearing for May 7th and directed the City Clerk to publish a notice in the Dodge City Daily Globe and send notices to all effected property owners regarding the amount of assessment on their property. The City Clerk had the notice published in the newspaper and sent out the notices. The public hearings need to be held for each separate project. The Wagon Wheel project and the Beeson Subdivision project included only one property owner for each of the projects. There should be no issues on these projects. In the ordinance section of the agenda, there will be an ordinance approving the levying of the assessments.

The Interfaith Housing Project involves more than one property owner, the majority of which is Interfaith Housing. I have been contacted by one property owner included in the benefit district that doesn't feel they benefited from the improvements and should not be assessed. Ray and I went out to the site and reviewed all of the property owners included in the benefit district. There are 3 properties included in the district that were already served by water. One of the properties would not benefit from the street improvements. Because of these changes, I have not included an ordinance levying assessments and will wait until after the public hearing to assess whether any other changes need to be made.

Justification: The public hearing is a requirement by statute for the special assessment process.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: None

Attachments: None.

**DEVELOPMENT PLAN
FOR VOLZ BUILDERS, LLC – CANDLETREE 5 RURAL HOUSING
INCENTIVE DISTRICT OF THE CITY OF DODGE CITY, KANSAS**

May 7, 2012

INTRODUCTION

On March 8, 2011 the Governing Body of the City of Dodge City, Kansas (the “City”) adopted Resolution 2011-05 that found and determined that:

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

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

Following the adoption of Resolution 2011-05, a certified copy was submitted to the Secretary of Commerce for approval of the establishment of the Rural Housing Incentive District in Dodge City, as required by K.S.A. 12-5244(c).

On April 18, 2011, the Secretary of Commerce provided written confirmation, approving the establishment of Volz Builders, LLC – Candletree 5 Rural Housing Incentive District (the “District”) (Resolution 2011-05, Exhibit A-14).

DEVELOPMENT PLAN ADOPTION

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

DEVELOPMENT PLAN

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

- (1) The legal description of the Volz Builders, LLC – Candletree 5 Rural Housing Incentive District is:

Lots 1 - 14, Block 1, Lots 1 - 19, Block 2, and Lots 1 - 6, Block 3,
Candletree Addition, Unit Five, City of Dodge City, Ford County, Kansas

A map of the District is attached as **Exhibit A** to this document.

- (2) The assessed valuation of all real estate within the District for 2011 is \$1,070.00.
- (3) The name and address of the owner of record for the real estate within the District is:

Volz Builders, LLC
11170 Kliesen
Dodge City, KS 67801

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

Housing Facilities

The housing facilities will be composed of forty-two (42) single-family residences with a market value of not less than \$140,000 each. The housing facilities will be constructed in Phases. The proposed single family units consist of three bedroom homes with garages comparable to the area.

Public Facilities

Public improvements include the extension of water and sewer by the City of Dodge City, gas distribution lines by Black Hills Energy and electric distribution lines to the boundaries of the District by Victory Electric.

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

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

Owner of Real Property: Volz Builders, LLC
11170 Kliesen
Dodge City, KS 67801

Developer: Volz Builders, LLC
(Site Work and Infrastructure) 11170 Kliesen
Dodge City, KS 67801

Individuals with Specific Interest: Tim Volz

- (6) The Governing Body of the City of Dodge City entered into a Development Agreement with Volz Builders, LLC, a Kansas limited liability corporation, in May 2012. The Development Agreement, as supplemented and amended, includes the project construction schedule, a description of projects to be constructed, financial obligations of the developer and financial and administrative support from the City of Dodge City. The complete Development Agreement is attached hereto as **Exhibit C**.

- (7) The City's Finance Director conducted a study to determine whether the public benefits derived from the District will exceed the costs and that the income from the District, together with other sources of revenue, would be sufficient to pay for the public improvements to be undertaken in the District. A copy of the analysis is attached hereto as **Exhibit B**. The analysis estimates the property tax revenues that will be generated from the District, less existing property taxes, to determine the revenue stream available to support reimbursement to the Developer for all or a portion of the costs of financing the public infrastructure. The estimates indicate that the revenue realized from the project would be adequate to pay all or a significant portion of the eligible costs.

DEVELOPMENT PLAN - EXHIBIT A

**MAP OF THE VOLZ BUILDERS, LLC – CANDLETREE 5
RURAL HOUSING IMPROVEMENT DISTRICT**

DEVELOPMENT PLAN - EXHIBIT B
COMPREHENSIVE FINANCIAL FEASIBILITY ANALYSIS

Development Plan - Exhibit B

Candletree Addition, Unit 5

Cost of Infrastructure Improvements

690,000

Annual Payments assuming 4% for 15 year: 62,060.00

	Current Value	Property Class	Mill Levy	
Current Property Tax				
Land - Candletree Addition, Unit 5	1,070	30.00%	189.709	60.90

		Estimated Value	Property Class	Mill Lev	Property Tax	Increment Tax	Cumulative	Year 1	Year 2	Year 3	Year 4	Year 5	Future Years
At 100% increment going to pay off infrastructure costs													
Lot 1	Block 1	140,000	11.50%	189.709	3,054.31	2,993.42	2,993.42	2,993.42					
Lot 2	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	6,047.73	6,047.73					
Lot 3	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	9,102.05	9,102.05					
Lot 4	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	12,156.36	12,156.36					
Lot 5	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	15,210.68	15,210.68					
Lot 6	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	18,264.99		18,264.99				
Lot 7	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	21,319.31		21,319.31				
Lot 8	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	24,373.62		24,373.62				
Lot 9	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	27,427.94		27,427.94				
Lot 10	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	30,482.25		30,482.25				
Lot 11	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	33,536.57			33,536.57			
Lot 12	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	36,590.88			36,590.88			
Lot 13	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	39,645.20			39,645.20			
Lot 14	Block 1	140,000	11.50%	189.709	3,054.31	3,054.31	42,699.51			42,699.51			
Lot 1	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	45,753.83			45,753.83			
Lot 2	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	48,808.14				48,808.14		
Lot 3	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	51,862.46				51,862.46		
Lot 4	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	54,916.77				54,916.77		
Lot 5	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	57,971.09				57,971.09		
Lot 6	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	61,025.40				61,025.40		
Lot 7	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	64,079.72					64,079.72	
Lot 8	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	67,134.03					67,134.03	
Lot 9	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	70,188.35					70,188.35	
Lot 10	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	73,242.66					73,242.66	
Lot 11	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	76,296.98					76,296.98	
Lot 12	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	79,351.29						79,351.29
Lot 13	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	82,405.61						82,405.61
Lot 14	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	85,459.92						85,459.92
Lot 15	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	88,514.24						88,514.24
Lot 16	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	91,568.55						91,568.55
Lot 17	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	94,622.87						94,622.87
Lot 18	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	97,677.18						97,677.18
Lot 19	Block 2	140,000	11.50%	189.709	3,054.31	3,054.31	100,731.50						100,731.50
Lot 1	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	103,785.81						103,785.81
Lot 2	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	106,840.12						106,840.12
Lot 3	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	109,894.44						109,894.44
Lot 4	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	112,948.75						112,948.75
Lot 5	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	116,003.07						116,003.07
Lot 6	Block 3	140,000	11.50%	189.709	3,054.31	3,054.31	119,057.38						119,057.38

DEVELOPMENT PLAN - EXHIBIT C
DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (hereinafter “Agreement”), entered into this 7th day of May, 2012, by and between the **CITY OF DODGE CITY**, Kansas, a municipal corporation of the State of Kansas (hereinafter “City”), and **VOLZ BUILDERS, LLC**, a Kansas limited liability corporation, with its principal place of business in Dodge City, Kansas (hereinafter “Developer”).

RECITALS

- A. **WHEREAS**, City and Developer (hereinafter “Parties”) desire to memorialize their intent with respect to their obligations and responsibilities for the construction of single-family residential development to be known as “Candletree 5” (hereinafter “the Development”); and,
- B. **WHEREAS**, Developer is the title owner of real property located within the boundaries of City and described on *Exhibit A* attached hereto and incorporated herein by reference (hereinafter “the Property”); and,
- C. **WHEREAS**, Developer desires to develop the Property by construction of single-family residences and all related internal infrastructure improvements, all as more fully described herein; and,
- D. **WHEREAS**, City has determined that the construction of the Development will foster the economic development of City and the surrounding area of Ford County, Kansas; and,
- E. **WHEREAS**, the Parties hereto are authorized to enter into this Agreement and to complete the responsibilities set forth herein.

AGREEMENT

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

ARTICLE I

DEFINITIONS

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

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

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

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

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

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

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

“**Development Costs**” means the total amount spent or expected to be spent by Developer to construct the Work.

“**Development Project**” means quality single-family residences to be constructed in the Development Area in accordance with the Concept Site Plan.

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

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

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

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

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

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

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

“Public Improvements” means the Internal Infrastructure Improvements.

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

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

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

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

“Work” means all work necessary to prepare the Property and to construct the Development Project and the Public Improvements, including; (1) demolition and removal of certain existing improvements located on the Property; (2) construction, reconstruction and/or relocation of utilities; (3) construction of the single-family residences and structures, including surface parking, and screening and site landscaping on the Property, as described in the Concept Site Plan; and (4) all other Work described in the Concept Site Plan, or reasonably necessary to effectuate the intent of this Agreement.

ARTICLE II

RURAL HOUSING INCENTIVE DISTRICT

2.1 Preliminary Resolution. Governing Body has heretofore adopted Resolution No. 2011-05 on March 8, 2011, which made certain findings pursuant to the Rural Housing Incentive District Act, relative to the need for housing in City and declaring an intent to establish Rural Housing Incentive Districts within City, which would include the Property.

2.2 Department of Commerce Finding. Pursuant to the resolution described in *Section 2.1* hereof, City caused to be prepared a Housing Needs Analysis and forwarded the same, along with said resolution, to the Kansas Secretary of Commerce. On April 18, 2011, the Kansas Secretary of Commerce issued a letter to City making certain findings required by the Rural Housing Incentive District Act, and approved City's ability to establish a Rural Housing Incentive District.

2.3 Further Proceedings. The City has caused to be prepared a Development Plan in accordance with the provisions of the Rural Housing Incentive District Act, adopted a resolution calling a public hearing relative to such Development Plan, conducted a public hearing, and will pass an ordinance approving the Development Plan and establish a Rural Housing Incentive District that includes the Property. The Rural Housing Incentive District will be deemed to be established at the time said ordinance is passed by the Governing Body. The Parties acknowledge that the creation of the Rural Housing Incentive District is subject to nullification in the manner set forth in K.S.A. 12-5246.

ARTICLE III

CONSTRUCTION OF THE PROJECT AND INTERNAL INFRASTRUCTURE IMPROVEMENTS

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

- (a) Modifications to the Development Project. The Parties acknowledge that due to economic conditions the scope of the Development Project and the amount of real estate included within any Development Area may be modified prior to and/or during the construction of such Development Project. Developer shall notify City at least thirty (30) days in advance of any proposed Material Change of the Development Project or Development Area, as well as the factual basis necessitating the proposed Material Change.

3.2 Construction of the Development Project. Developer shall construct the Development Project in a good and workmanlike manner in accordance with the terms of this Agreement and as set forth in the Construction Plans.

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

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

3.4 Construction of Internal Infrastructure Improvements. Developer shall construct, at its cost, the Internal Infrastructure Improvements in a good and workmanlike manner in accordance with the Plans and Specifications approved by City consistent with the construction of the Development Project so that the Substantial Completion of the Internal Infrastructure Improvements associated with the Development Project shall be completed on or before Substantial Completion of the Development Project.

3.4.1 Acquisition of Easements, Permits. Developer is responsible for securing any rights-of-way and/or easement rights from private parties necessary to improve or build the Internal Infrastructure Improvements and City will cooperate with Developer with respect to any such acquisition. All costs associated with the acquisition of rights-of-way and/or easements shall be considered a Project Cost. City shall cooperate with Developer in obtaining all necessary permits for construction of the Internal Infrastructure Improvements.

3.4.2 Construction Contracts; Insurance. Developer may enter into one or more construction contracts to complete the Work for the Internal Infrastructure Improvements. Prior to the commencement of construction of the Internal

Infrastructure Improvements, Developer shall obtain or shall require that any such contractor obtains workers' compensation, comprehensive public liability and builder's risk insurance coverage as provided in **Section 5.8** hereof and shall deliver evidence of such insurance to City. Developer shall require that the insurance required is maintained by any such contractor for the duration of the construction of the Internal Infrastructure Improvements or part thereof, if such contract relates to less than all of the Internal Infrastructure Improvements. If Developer serves as general contractor for the Internal Infrastructure Improvements, Developer shall not charge more for such services than a third-party contractor would customarily charge for such services.

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

ARTICLE IV

FINANCING OBLIGATIONS

4.1 Financing of Public Improvements. The costs of the Public Improvements shall be allocated between the Developer and the City as set out in **Exhibit D**. City agrees to finance a portion of the Developer's share of the Internal Infrastructure costs through the issuance of general obligation special assessment bonds (the "Bonds") as indicated on **Exhibit D** and as authorized by Resolution 2012-17. The City shall deposit the amounts received by the City, pursuant to K.S.A. 12-5250(b)(2)(A) (the "Increment") in a special assessment bond obligation account (the "Assessment Account"). Funds from said Assessment Account shall be

used to pay all or a portion of the principle and interest on the Bonds and to reimburse the Developer for all or a portion of other eligible costs of Internal Infrastructure Improvements not covered by the Bonds.

Funds from the Assessment Account shall be accrued and disbursed in accordance with the following guidelines and in the time and manner following:

1. Developer shall be responsible for and shall upon request reimburse City for any and all funds advanced by the City from accounts other than the Assessment Account and applied to payment of principle and interest on said Bonds. Said reimbursement if requested shall be made by Developer within 30 days of receipt from the City of written request for payment accompanied by documentation of such advance payments;
2. City shall apply the Increment payments received (1) to reimbursement to the City of any non-reimbursed advanced Bond payments; (2) to a Bond payment reserve in an amount equal to two annual Bond payments; (3) to annual Bond payments currently due; and (4) to reimbursement to Developer for payments made by Developer pursuant to paragraph (1) above to reimburse City for advance payments made by City, and/or to reimburse Developer for other eligible Internal Infrastructure Improvement costs incurred by Developer and not paid from Bond proceeds.
3. Once all Bond obligations have been fully paid and all reimbursable costs to Developer have been fully satisfied and the Project completed the Assessment Account shall be closed and all future Increments shall be disbursed pursuant to the provisions of KSA 12-5250(b)(2)(B).

Payments due to Developer, if any, shall be made within thirty (30) days following the annual Bond Payment by the City beginning in 2012 and continuing until such time as the General Obligation Bonds and eligible Developer Financed Project Costs in accordance with **Exhibit D** have been fully reimbursed to Developer, but not to exceed fifteen (15) years from the date of the establishment of the Rural Housing Incentive District. City shall have no liability and/or responsibility to Developer for any payment greater than the amounts received from the Ford County Treasurer as mandated in K.S.A. 12-5250(b)(2)(A). Developer shall be responsible for any bond payment or portion thereof not covered by the payment made from the Assessment Account.

ARTICLE V

GENERAL PROVISIONS

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

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

5.3 Successors and Assigns.

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

hereunder for the Substantial Completion of the Development Project, and shall be released from such liability hereunder only upon Substantial Completion of the Development Project.

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

5.5 Force Majeure. Neither City nor Developer nor any successor in interest shall be considered in breach or default of their respective obligations under this Agreement, and times for performance of obligations hereunder shall be extended in the event of any delay caused by force majeure, including, without limitation, damage or destruction by fire or casualty; strike; lockout; civil disorder; act of terror; war; restrictive government regulations; lack of issuance of any permits and/or legal authorization by any governmental entity necessary for the Developer to proceed with construction of the Work or any portion thereof, shortage or delay in shipment of material or fuel; acts of God; unusually adverse weather or soil conditions; unforeseen site conditions that render the site economically or physically undevelopable (as a result of additional cost or delay), or any other cause or contingency similarly; or other causes beyond the Parties' reasonable control, including but not limited to, any litigation, court order or judgment resulting from any litigation affecting the validity of this Agreement; provided that such event of force majeure shall not be deemed to exist as to any matter initiated or unreasonably sustained by Developer, and further provided that Developer notifies City in writing within thirty (30) days of the commencement of such claimed event of force majeure.

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

- (i) In the case of Developer, to:
Volz Builders, LLC

11170 Kliesen
Dodge City, Kansas 67801
Attention: Tim Volz
Phone: 620/225-3127

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

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

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

5.8 Insurance; Damage or Destruction of Development Projects.

- (a) Developer will cause there to be insurance coverage as hereinafter set forth at all times during the process of constructing the Work and, from time to time at the request of City, shall furnish City with proof of payment of premiums on:
- (i) Builder's Risk insurance, written on the so called "Builder's Risk—Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Work at the date of completion, and with coverage available in non-reporting form on the so called "all risk" form of policy. The interest, if any, of City shall be protected in accordance with a clause in form and content satisfactory to City; and,
 - (ii) Comprehensive general liability insurance (including operations, operations of subcontractors, completed operations and contractual liability insurance) together with an owner's contractor's policy, with limits against bodily injury and property damage of not less than Five Million dollars (\$5,000,000.00) for all claims arising out of a single

accident or occurrence and Two Million dollars (\$2,000,000.00) for any one person in a single accident or occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

- (iii) Workers' compensation insurance, with statutorily required coverage.
- (b) The policies of insurance required pursuant to clauses (i) and (ii) above shall be in form and content reasonably satisfactory to City and shall be placed with financially sound and reputable insurers licensed to transact business in the State of Kansas with a general policy holder's rating of not less than A- and a financial rating of A- as rated in the most current available "Best's" insurance reports. The policy of insurance delivered pursuant to clause (i) above shall contain an agreement of the insurer to give not less than thirty (30) days advance written notice to the City in the event of cancellation of such policy or change affecting the coverage thereunder. All policies of insurance required pursuant to this Section shall name City as an additional insured. Developer shall deliver to City evidence of all insurance to be maintained hereunder.

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

5.10 Choice of Law. This Agreement shall be deemed to have been fully executed, made by the Parties in, and governed by the laws of State of Kansas for all purposes and intents.

5.11 Entire Agreement: Amendment. The Parties agree that this Agreement and the Development Plan constitute the entire agreement between the Parties and that no other agreements or representations other than those contained in this Agreement have been made by the Parties. This Agreement shall be amended only in writing and effective when signed by the authorized agents of the Parties.

5.12 Counterparts. This Agreement is executed in multiple counterparts, each of which shall constitute one and the same instruments.

5.13 Severability. If any term or provision of this Agreement is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

5.14 Representatives Not Personally Liable. No elected or appointed official, agent, employee or representative of City shall be personally liable to Developer in the event of any

default or breach by any Party under this Agreement, or for any amount which may become due to any Party or on any obligations under the terms of this Agreement.

5.15 Legal Actions. If a third party brings an action against City, or any officials, agents, employees or representatives thereof contesting the validity or legality of any of the terms of this Agreement, or the ordinance approving this Agreement, Developer may, at Developer's option but only with City's consent, assume the defense of such claim or action (including, without limitation, to settle or compromise any claim or action for which Developer has assumed the defense) with counsel of Developer's choosing. The Parties expressly agree that so long as no conflicts of interest exist between them, the same attorney or attorneys may simultaneously represent City and Developer in any such proceeding; provided, Developer and its counsel shall consult with City throughout the course of any such action and Developer shall pay all reasonable and necessary costs incurred by City in connection with such action. If such defense is assumed by Developer, all costs of any such action incurred by City shall be promptly paid by Developer. If City refuses to permit Developer to assume the defense of any action, then costs incurred by City shall be paid by City.

5.16 Release and Indemnification. The indemnifications and covenants contained in this *Section 5.16* shall survive termination or expiration of this Agreement and shall be specifically subject to the limitation of *subsection 5.16.7* of this Agreement.

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

5.16.2 Developer releases from, agrees to indemnify and hold harmless City, its Governing Body members, officers, agents, servants and employees against, and covenants and agrees that City and its Governing Body members, officers, agents, servants, employees and independent contractors shall not be liable for, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the acquisition of the Property or construction of the Work including any and all claims arising from the acquisition of the Property, including, but not limited to, location of hazardous wastes, hazardous materials or other environmental contaminants on the Property, including all costs of defense, including attorneys fees, except for those matters arising out of the willful and/or wanton negligence of City and its governing body members, officers, agents, servants and employees.

5.16.3 City and its Governing Body members, officers, agents, servants and employees shall not be liable for any damage or injury to the persons or property

of Developer or its officers, agents, servants or employees or any other person who may be about the Property or the Work except for matters arising out of the willful and/or wanton negligence of City and its Governing Body members, officers, agents, servants and employees.

5.16.4 All covenants, stipulations, promises, agreements and obligations of City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of City and not of any of its Governing Body members, officers, agents, servants or employees in their individual capacities.

5.16.5 No official, employee or representative of City shall be personally liable to Developer in the event of a default or breach by any Party to this Agreement.

5.16.6 Developer releases from and covenants and agrees that City, its Governing Body members, officers, employees, agents and independent contractors shall not be liable for, and agrees to indemnify and hold City, its Governing Body members, officers, employees, agents and independent contractors, harmless from and against any and all suits, interest, claims and cost of attorney fees incurred by any of them, resulting from, arising out of, or in any way connected with: (1) the Development Project or its approval, (2) the construction of the Work, (3) the negligence or willful misconduct of Developer, its employees, agents or independent contractors in connection with the management, development, and construction of the Work, (4) the compliance by Developer with all applicable state, federal and local environmental laws, regulations, ordinances and orders, (5) underground storage tanks located on or about the Property, (6) friable asbestos or asbestos-containing materials at, on or in the Property, (7) the operation of all or any part of the Property, or the condition of the Property, including, without limitation, any environmental cost or liability, or (8) negotiations, inspections, acquisitions, preparations, construction, leasing, operations, and other activities of Developer or its agents in connection with or relating to the Development Project or the Property; except that the foregoing release and indemnification shall not apply in the case of such liability arising directly out of the willful and/or wanton negligence of City or its authorized Governing Body members, officers, employees and agents or which arises out of matters undertaken by City following termination of this Agreement as the Development Project or portion thereof.

5.16.7 Notwithstanding anything to the contrary in this Agreement, including but not limited to the provisions related to indemnification and release set out in the **Section 5.16**, Developer shall have no obligation to indemnify City, or any other Party referenced in this Agreement, unless the claim for which indemnity is sought is actually covered by the insurance required by **Section 5.8** of this Agreement and Developer shall hereby be released for any and all claims otherwise referenced in this **Section 5.16** that are not actually covered by the insurance policies required by **Section 5.8** of this Agreement.

5.17 Cost of the Legal Fees. Upon execution of this Agreement Developer shall

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

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

ARTICLE VI

REPRESENTATIONS OF THE PARTIES

6.1 Representations of City. City hereby represents and warrants that to the best of its collective knowledge and belief it has full constitutional and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Agreement, and all of the foregoing have been or will be, duly and validly authorized and approved by all necessary City proceedings, findings and actions. Accordingly, this Agreement constitutes the legal, valid and binding obligation of City, enforceable in accordance with its terms.

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

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

CITY OF DODGE CITY, KANSAS

By: _____
Rick Sowers, Mayor

Dated: May 7, 2012

ATTEST: (SEAL)

Nannette Pogue, City Clerk

VOLZ BUILDERS, LLC

By: _____
Tim Volz

Dated: May 7, 2012

**SCHEDULE OF EXHIBITS
OF THE DEVELOPMENT AGREEMENT**

Exhibit A	Property Description
Exhibit B	Map of Rural Housing Improvement District Boundaries for Candletree 5
Exhibit C	Candletree 5 Site Development Plan
Exhibit D	Eligible costs for Candletree 5 Project
Exhibit E	Certification of Substantial Completion Form

EXHIBIT A
PROPERTY DESCRIPTION

EXHIBIT A

PROPERTY DESCRIPTION

Lots 1 - 14, Block 1, Lots 1 - 19, Block 2, and Lots 1 - 6, Block 3, Candletree Addition, Unit Five, City of Dodge City, Ford County, Kansas

EXHIBIT B

**MAP OF RURAL HOUSING IMPROVEMENT DISTRICT
BOUNDARIES FOR CANDLETREE 5 PROJECT**

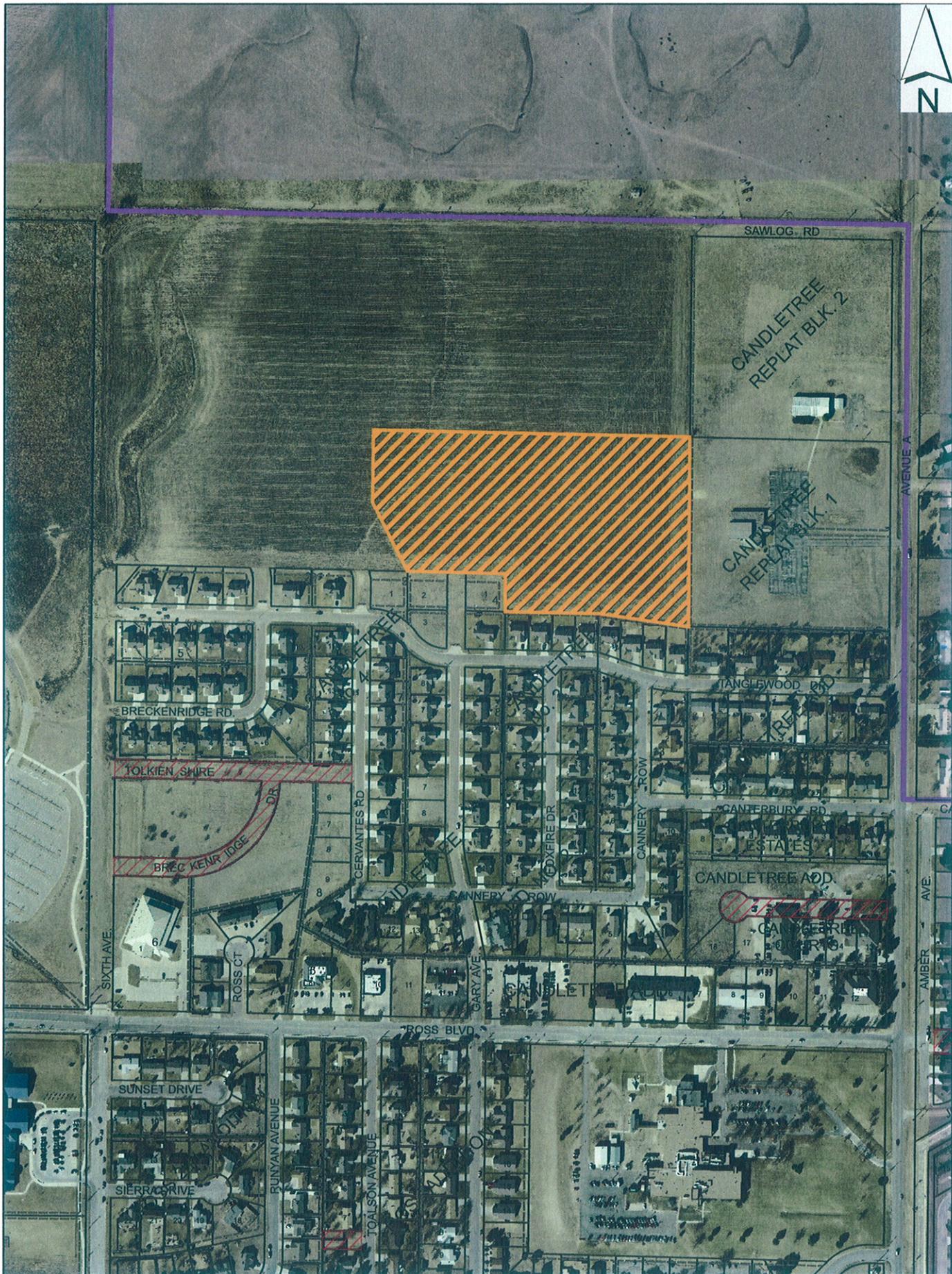


EXHIBIT C

CANDLETREE 5 SITE DEVELOPMENT PLAN

CITY APPROVAL
CITY OF DODGE CITY
THE CITY OF DODGE CITY, KANSAS HAS REVIEWED THE ABOVE DESCRIBED PROJECT AND HAS APPROVED THE SAME FOR THE CITY OF DODGE CITY, KANSAS.



MANAGER, PUBLIC OFFICER



CITY OF DODGE CITY, KANSAS HAS REVIEWED THE ABOVE DESCRIBED PROJECT AND HAS APPROVED THE SAME FOR THE CITY OF DODGE CITY, KANSAS.

SUBJECT TO SUBSEQUENT AND RESTRICTIONS OF RECORDS.
THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM BY INSTRUMENT, A LAND SURVEYOR, AND THAT THE PLAT OF 'CONVULSIVE UNIT FIVE' WAS PREPARED BY ME IN ACCORDANCE WITH THE STATUTE OF THE STATE OF KANSAS, CHAPTER 100, SECTIONS 100-101 TO 100-107, AND THE RULES AND REGULATIONS THEREUNDER, AND THAT THE SAME IS CORRECT AND ACCURATE.



Final Plat
CANDLETREE
ADDITION, UNIT FIVE
An Addition, City of Dodge City,
Ford County, Kansas



4019 Indiana Avenue, Suite 2 • Manhattan, Kansas 66503
(785) 775-8441 • Fax: 775-8184 • Email: info@smhconsultants.com
Project #1102144E ID #85

MAY 2011

SHEET 2 OF 2

SURVEYOR:
Tim Conner, President
4201B Manhattan Avenue, Suite 2,
Manhattan, KS 66503
PH: 785-775-0541

OWNER and SUB-DIVIDER:
Dodge City, Kansas
4201B Manhattan Avenue, Suite 2,
Manhattan, Kansas 66503
PH: 785-775-0541

CHANGES, ERECTIONS,
THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM BY INSTRUMENT, A LAND SURVEYOR, AND THAT THE PLAT OF 'CONVULSIVE UNIT FIVE' WAS PREPARED BY ME IN ACCORDANCE WITH THE STATUTE OF THE STATE OF KANSAS, CHAPTER 100, SECTIONS 100-101 TO 100-107, AND THE RULES AND REGULATIONS THEREUNDER, AND THAT THE SAME IS CORRECT AND ACCURATE.

THE UNDERSIGNED DO HEREBY CERTIFY THAT I AM BY INSTRUMENT, A LAND SURVEYOR, AND THAT THE PLAT OF 'CONVULSIVE UNIT FIVE' WAS PREPARED BY ME IN ACCORDANCE WITH THE STATUTE OF THE STATE OF KANSAS, CHAPTER 100, SECTIONS 100-101 TO 100-107, AND THE RULES AND REGULATIONS THEREUNDER, AND THAT THE SAME IS CORRECT AND ACCURATE.



DODGE CITY ZONING BOARD:
THE PLAT OF 'CONVULSIVE UNIT FIVE' WAS PREPARED BY ME IN ACCORDANCE WITH THE STATUTE OF THE STATE OF KANSAS, CHAPTER 100, SECTIONS 100-101 TO 100-107, AND THE RULES AND REGULATIONS THEREUNDER, AND THAT THE SAME IS CORRECT AND ACCURATE.

MANAGER, PUBLIC OFFICER



MANAGER, PUBLIC OFFICER

EXHIBIT D

**ELIGIBLE COSTS FOR
CANDLETREE 5 PROJECT**

	Developer's Responsibility		City's Responsibility
	Developer Financed	Financed Thru City Issued Special	Financed by City at Large
Internal Infrastructure (APAC) ** Sanitary Sewer, Waterline, Street and Grading		\$511,169.20	\$48,001.00
Engineering (SMH) **		\$75,608.00	
Engineering Inspection (City) **		\$55,917.00	
	\$0.00	\$642,694.20	\$48,001.00

**Eligible RHID Costs such as Land costs, Gas Infrastructure, Electric Infrastructure may be added at project completion
All Information is Based on Estimates, Final Application will be Based on Actuals

EXHIBIT E

CERTIFICATION OF SUBSTANTIAL COMPLETION FORM

EXHIBIT E

CERTIFICATE OF SUBSTANTIAL COMPLETION FORM

The undersigned, on behalf of Volz Builders, LLC (the “Developer”), pursuant to Section 3.4.3 of the Development Agreement dated as of May 7, 2012 (the “Development Agreement”) by and among the City of Dodge City, Kansas, and the Developer, hereby certifies as follows. All capitalized terms used herein shall have the meaning attributable to such terms in the Development Agreement.

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

Dated: _____

VOLZ BUILDERS, LLC

By: _____

Name:

Title:

PROCLAMATION

WHEREAS, in May 1869 the “golden spike” was driven into the final tie at Promontory Summit, Utah to join the Central Pacific and the Union Pacific Railroads, ceremonially completing the first transcontinental railroad and therefore connecting both coasts of the United States; and

WHEREAS, for many rural Americans, Amtrak represents the only major intercity transportation link to the rest of the country; and

WHEREAS, passenger trains provide a more fuel-efficient transportation system thereby providing cleaner transportation alternatives and energy security; and

WHEREAS, when combined with all modes of transportation system thereby providing cleaner transportation alternatives and energy security; and

WHEREAS, an increasing number of people are using trains for travel purposes beyond commuting to and from work; and

WHEREAS, in the City of Dodge City, KS 5,149 people got on and off the train here in 2011; and

WHEREAS, our railroad station at the Dodge City Santa Fe Depot is a source of civic pride, a gateway to our community, and a tool for economic growth;

NOW, THEREFORE, I, Rick Sowers, Mayor of the City of Dodge City, KS hereby proclaims on May 7, 2012 as

NATIONAL TRAIN DAY

BE IT FURTHER RESOLVED that the City of Dodge City will hold a celebration event at the Dodge City Santa Fe Depot to commemorate this momentous day in railroad history and for our community.

IN WITNESS THEREOF, I have hereunto set me hand this 7th day of May, 2012.

SEAL

Rick Sowers, Mayor

Nannette Pogue, City Clerk

PROCLAMATION

WHEREAS, Travel is at the heart of America's economic sustainability. It generates millions of jobs, and billions in taxes, it is a vital resource in improving America's image, and in Dodge City, the travel industry contributes substantially to our city's cultural and social well being. Travel is one of our most fundamental freedoms. Every citizen benefits from travel and tourism. The travel industry significantly enhances our personal growth and education, while promoting intercultural understanding and appreciation of Dodge City's history, geography and culture.

WHEREAS, Travel is one of America's largest service exports, and is among the largest private-sector employers in the United States, supporting 14.4 million jobs in 2011, including 7.5 million directly in the travel industry and 6.9 million in other industries. One of every eight U.S. non-farm jobs is connected to travel. Last year, spending by domestic and international visitors in the U.S. generated \$740 billion in direct expenditures nationwide.

WHEREAS, Kansas Travel & Tourism reported a Global Insight study which shows Kansas tourism has a \$5.46 billion impact on the Kansas economy. Locally, based on motel room stays, more than \$26 million is interjected into the economy. Tourism has nearly \$400 million impact in southwest Kansas. It is responsible for creating jobs, increasing our tax revenues and providing an improved quality of life for Dodge City citizens; and

WHEREAS, Travel is a catalyst that moves the national economy forward; and so in recognition of the unique significance of the American travel industry, and in the lives of the citizens of Dodge City,

NOW, THEREFORE, I, Rick Sowers, Mayor, do hereby proclaim May 5-13, 2012 as

NATIONAL TOURISM WEEK

BE IT FURTHER RESOLVED that the City of Dodge City with the aid of the Convention and Visitors Bureau, will hold a week long reception in observance of Travel and Tourism Week in Dodge City at the Visitors Center, and urge the citizens to join me in this special observance with appropriate events and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 7th day of May, 2012

Rick Sowers, Mayor

Nannette Pogue, City Clerk

Proclamation

Whereas, there are more than 400,000 American children and youth in foster care and nearly half of the young people in foster care are over the age of 10; and

Whereas, there are more than 5,000 children in the foster care system in Kansas, most placed temporarily due to parental abuse or neglect; and

Whereas, there is an urgent need for foster families to care for teenagers, special needs and sibling groups; and

Whereas, the City of Dodge City shows appreciation to all foster parents for their selflessness and dedication to helping children in need.

Now, Therefore, Be It Resolved, that I, Ken Strobel, City Manager of the city of Dodge City, Kansas, do hereby proclaim May 2012, as

National Foster Care Month

in Dodge City and call upon all citizens, community agencies, religious organizations, medical facilities, and businesses to increase their participation in our efforts to bring awareness to foster care and the need for foster parents.

Rick Sowers, Mayor

SEAL

Nannette Pogue, City Clerk

CITY COMMISSION MINUTES

City Hall Commission Chambers

Monday, April 16, 2012

7:00 p.m.

MEETING #4883

CALL TO ORDER

INSTALLATION OF NEW COMMISSIONER

Brian Delzeit was installed as the New Commissioner. Jim Sherer and Michael Weece were welcomed as well as returned Commissioners.

ROLL CALL: Commissioners Rick Sowers, Kent Smoll, Michael Weece, Brian Delzeit and Jim Sherer.

ELECTION OF MAYOR AND VICE MAYOR

Commissioner Michael Weece moved to nominate Commissioner Rick Sowers as Mayor, seconded by Commissioner Brian Delzeit. The motion carried 5-0.

Commissioner Michael Weece moved to nominate Commissioner Kent Smoll as Vice Mayor, Commissioner Brian Delzeit seconded the motion. The motion carried 5-0.

INVOCATION by Pastor Gerald Mendenhall of the Friends Church

PLEDGE OF ALLEGIANCE

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the matter to Vacate Sewer Easement for Car Quest Property. Report given by Dennis Veatch, Director of Developmental Services. Mayor Rick Sowers moved to close the Public Hearing, Commissioner Kent Smoll seconded the motion. The motion carried 5-0.

PETITIONS & PROCLAMATIONS

Arbor Day Proclamation was presented by Paul Lewis, Director of Parks & Recreation. Paul Lewis also announced that Rudy Esquibel will be honored with trees being planted at Thurow Park.

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).

Melissa McCoy, Project Development Coordinator, announced the up coming activities taking place in Dodge City.

CONSENT CALENDAR

1. Approval of City Commission Meeting minutes, April 2, 2012;
2. Appropriation Ordinance No. 8, April 16, 2012;
3. Cereal Malt Beverage License
 - a. Lotus Garden, 1202 E. Wyatt Earp Blvd.
 - b. Kwik Shop #703, 1500 W. Wyatt Earp
 - c. Kwik Shop #762, 1811 Central
 - d. Quick Pick I, 2501 Central Avenue
4. Approval of Pos-T-Vac Agreement; and
5. Approval of Change Order No. 1 for Wright Park Parking Lot.

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

ORDINANCES & RESOLUTIONS

Resolution No. 2012-16: A Resolution Revising Fees and Regulations for Hoover Pavilion was approved on a motion by Commissioner Michael Weece, seconded by Commissioner Jim Sherer. Motion carried 5-0.

Resolution No. 2012-17: A Resolution Determining the Advisability of the Making of Certain Internal Improvements in the City of Dodge City, Kansas; Making Certain Findings with Respect Thereto; and Authorizing and Providing for the Making of the Improvements in Accordance with Such Findings (Various Internal Improvements/Candletree Addition, Unit Five) was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Michael Weece. Motion carried 5-0.

Ordinance No. 3530: An Ordinance Vacating a Portion of an 8 Foot Utility Easement Located at 50 N. Second Avenue (Carquest) was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Jim Sherer. Motion carried 5-0.

Ordinance No. 3531: An Ordinance Amending Provisions of the Uniform Public Offense Code for Kansas Cities, Edition 2011 was approved on a motion by Commissioner Jim Sherer, seconded by Commissioner Michael Weece. Motion carried 5-0.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Kent Smoll moved to approve the bid for the Turf Aerator from VanWall Equipment in the amount of \$27,000.00, Commissioner Michael Weece seconded the motion. The motion carried 5-0.

OTHER BUSINESS

City Manager, Ken Strobel:

- Welcomed Brian to the Commission;
- Busy couple of weeks, lots of meetings;
- State of the County is Wednesday, 4/18/12 at Magourik Conference Center;
- Friday, 4/20/12, House Committee on Agriculture is holding a Farmbill Field Hearing at 9:00 a.m. at Magourik Conference Center – please attend;
- Next Monday, 4/23/12, there will be a Special Commission Meeting for a Public Hearing on the Overland Property Group;
- A committee has been put together for oil boomers consisting of representatives of the tax entities; and
- Sent an email to Woodward, OK offering any assistance on tornado and offering our condolences to the families that lost loved ones.

Director of Public Information, Jane Longmeyer:

- April is Keep Dodge City Beautiful Month – Saturday, April 21st is Clean Up at the River Bed;
- There will also be more special activities for this day for recycling, and a community wide clean up...please take advantage of the drop offs that will be available.

Commissioner, Michael Weece:

- Congratulated Brian Delzeit and Jim Sherer on recent elections;
- Congratulated Rick Sowers and Kent Smoll on Mayor and Vice Mayor elections; and
- Thanked Kim Goodnight for his many years of service.

Commissioner, Jim Sherer:

- Welcomed Brian Delzeit to the Commission; and
- Welcomed Michael Weece back to the Commission.

Mayor, Rick Sowers:

- Thanked Commissioner Monte Broeckelman for all the time he served;
- Welcomed Brian Delzeit to the Commission;
- Welcomed Jim Sherer and Michael Weece back to the Commission; and

- Recently attending a meeting in Garden City with western Kansas cities...wanted to thank Amtrak representatives and BNSF for all the open discussion on tracks and the condition of the tracks.

Commissioner, Kent Smoll:

- Would like to see a change to our Agenda for outgoing Commissioners that they be recognized;
- Welcomed Brian Delzeit to the Commission;
- Welcomed Jim Sherer and Michael Weece back to the Commission; and
- Have been receiving calls on concerns for the lack of use at the Special Events Center, need feed back from VenuWorks.

Commissioner, Brian Delzeit:

- Thanked Ken and Cherise for the openness they have extended to him. Look forward to working with everybody.

ADJOURNMENT: Mayor Rick Sowers moved to adjourn the meeting; Commissioner Michael Weece seconded the motion. The motion carried 5-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

CITY COMMISSION SPECIAL MEETING MINUTES

City Hall Commission Chambers

Monday, April 23, 2012

5:30 p.m.

MEETING #4884

CALL TO ORDER

ROLL CALL: Mayor Rick Sowers, Commissioners Kent Smoll, Brian Delzeit and Jim Sherer. Commissioner Michael Weece was absent.

PUBLIC HEARING

Mayor Rick Sowers opened the Public Hearing on the consideration of the Establishment of an RHID District and Development Plan for La Estancia Partners II, LLC Project 2012. City Manager, Ken Strobel, gave a report on the RHID for La Estancia. Mayor Rick Sowers moved to close the Public Hearing.

ORDINANCES & RESOLUTIONS

Ordinance No. 3532: Commissioner Kent Smoll moved to approve an Ordinance of the Governing Body of the City of Dodge City, Kansas, Establishing a Rural Housing Incentive District Within the City and Adopting a Plan for the Development of Housing and Public Facilities in Such District, and Making Certain Findings in Conjunction Therewith (La Estancia Partners II, LLC Project 2012) and authorizing Staff to make minor clarifications as needed, seconded by Commissioner Jim Sherer. Motion carried 4-0.

Resolution No. 2012-18: A Resolution of the Governing Body of the City of Dodge City, Kansas Approving the Form of Bond Agreement Amendment No. 2, Amending and Supplementing a Certain Bond Agreement Entered Into by the City in Connection with the Issuance by the City of its Taxable Industrial Revenue Bonds, Series A, 2007 and Series B, 2007 (La Quinta Inn Project) was approved on a motion by Commissioner Kent Smoll, seconded by Commissioner Brian Delzeit. Motion carried 4-0.

NEW BUSINESS

Commissioner Jim Sherer moved to approve Amendment No. 5 of the OMI Contract. Commissioner Kent Smoll seconded the motion. Motion carried 4-0.

EXECUTIVE SESSION

At 5:45 p.m., Commissioner Kent Smoll moved to recess to Executive Session to discuss Attorney/Client Privilege Matters, to include City Manager and Attorney Gary Anderson of Gilmore & Bell via phone conference not to exceed 45 minutes. Commissioner Jim Sherer seconded the motion. Motion carried 4-0.

At 6:30 p.m., Commissioner Kent Smoll moved to extend the Executive Session for 15 minutes; Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

At 6:45 p.m., the Commission rejoined to regular meeting.

ADJOURNMENT: Commissioner Kent Smoll moved to adjourn the meeting; Commissioner Jim Sherer seconded the motion. The motion carried 4-0.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Memorandum

To: *City Manager*
Assistant City Manager
City Commissioners
From: Ray Slattery, P.E.
Director of Engineering Services
Date: May 2, 2012
Subject: Easement and Contract for
Sewer Service for the new control
building of KOCH Nitrogen Company.
Agenda Item: Consent Calendar

Recommendation: Approve the Easement and Contract for Sewer Service for the new control building of KOCH Nitrogen Company.

Background: KOCH Nitrogen Company, located east of the Dodge City Industry Park will soon be constructing a new Control Building for their operations. They have requested to connect the sewer from this new building to City sewer. KOCH Nitrogen Co. has its own on-site lagoons for their domestic waste water. They would like to connect to the municipal system so they do not have to continue the maintenance of the lagoons and meet KDHE Regulations for their domestic waste water. Waste water from their production process will not be accepted as part of this contract. Currently, the existing Control Building is connected to City water. The new building will continue to use this connection along with a fire line connection for the building itself. Since this facility is in the County, the contract for sewer has been issued and signed by Michael Sherbak, II, Plant Manager. In order to connect to City sewer, the KOCH line must cross a portion of the Industrial Park property which is titled in the name of the City as Trustee for the Development Corporation. The enclosed Utility Easement allows this connection to be made.

Justification: By allowing this connection, we can help with the expansion of an existing business that is a valuable asset to the city and county.

Financial Considerations: None, KOCH Nitrogen Co. will be responsible for all the costs associated with construction of the sewer service line (forcemain).

Purpose/Mission: The approval of the Easement and the contract will insure that KOCH Nitrogen Co. has appropriate disposal of their domestic waste water.

Legal Considerations: None

Attachments: Contract for Sewer Service and Utility Easement

Memorandum

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Assistant City Manager
City Commissioners
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Purpose/Mission: The approval of the Easement and the contract will insure that KOCH Nitrogen Co. has appropriate disposal of their domestic waste water.

Legal Considerations: None

Attachments: Contract for Sewer Service and Utility Easement

CONTRACT FOR SEWER SERVICE

THIS AGREEMENT is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation, hereinafter referred to as “City” and Koch Nitrogen Company, hereinafter referred to as “Owner(s)”, and who are the record Owner(s) of the following described property, located in Ford County, Kansas:

See attached description

hereinafter referred to as “the premises”.

WHEREAS, at the present time the premises are located outside the corporation limits of the City, and

WHEREAS, at some point in the future it may be of benefit to the City and the Owners for the City to annex the premises into the corporate limits of the City, and

WHEREAS, in accordance with the provisions of K.S.A. 12-534 the City and Owners may agree that the City will provide access to municipal sewer services for the premises, even though the premises are not currently within the corporate limits of the City, and that said agreement may be conditional upon the Owners consent to annexation of the premises at a later date and such other terms and conditions as the City deems appropriate and necessary, and

WHEREAS, the Owners desire to have public sewer service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such sewer service under the terms and conditions of this agreement;

Contract for Sewer Service

Page 2

NOW, THEREFORE, in consideration of the mutual promises of the parties, it is agreed as follows:

The City hereby agrees, that in its sole discretion, it will to either allow Owners access to City sewer system at its present location, or, that it will install, construct and maintain an extension of the City's present public sewer system to a point selected by the City and allow the Owners to access such public sewer extension, all under the terms and conditions as set forth herein.

The Owners do hereby agree to accept public sewer service from a connection at such point as selected by the City and further agree to be responsible for and to pay all costs associated with the system extension and the accessing or tapping the City's public sewer system at such point or location. Should the City elect not to extend the sewer main line to said premises at this time, the Owners understand and agree that Owners will be responsible to pay for any future costs associated with any future extension.

The Owners understand and agree that the size of the sewer lines and size of the tap will be determined by the City in accordance with its estimated needs of service to the Owners and Owners accept such service with the knowledge and understanding that the City's ability to provide public sewer service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public sewer services.

In addition, the Owners hereby agree that they shall not permit or allow any other persons to utilize the public sewer service as established by this agreement by attaching to such sewer lines which the Owners may install for service to the premises.

Contract for Sewer Service

Page 3

Owners further agree that they will pay public sewer rates as established by ordinance for residential customers of the City of Dodge City, as the same may be amended from time to time.

Owners on their own behalf or on behalf of their heirs, administrators, executors, personal representatives and successor owners do, by this agreement, consent that the City may in the future annex the premises as described above into the corporate city limits of the City of Dodge City. Owners agree that all determinations with regard to when such annexation shall take place shall be made by the governing body of the City. This consent for annexation shall be deemed withdrawn if absent nonpayment or other breach of this agreement by Owner (UNLESS SUCH NONPAYMENT OR BREACH IS CURED AFTER NOTICE TO OWNER) the City should decide not to provide sewer service under this agreement, or the City should terminate sewer service to the premises at anytime in the future, otherwise such consent shall remain in full force and effect. This consent for annexation shall be binding on the present Owners and any successors in interest in and to the above-described property. At such time that annexation takes place, the Owners agree that all costs associated with providing the usual city services to the premises shall be paid for by said Owners.

Owners further agree that they will not assign any right, privilege or obligation which shall accrue to them by virtue of this agreement to any other person or entity except for a legal successor in title to the above-described premises, which such assignment is hereby authorized, and further agree that any attempt to make an unauthorized assignment to any other person or entity shall automatically terminate this agreement.

Contract for Sewer Service

Page 4

In the event Owners should fail to perform any actions or obligations incumbent upon them by virtue of this agreement and should such default or failure continue for a period of thirty (30) days after notice from the City of such failure or default, then the City may, at its option, terminate this agreement, terminate sewer services to the premises and no longer be required to provide such service and shall be released from any obligations under this agreement.

The Owners understand and agree that if the present City sewer system is to be extended that all costs associated with such extension of said public sewer system to provide such sewer service to the premises under this agreement and all costs associated with the tapping and connection to the system regardless of whether the system is extended or not, shall be paid by the Owners; that the estimated cost of providing such sewer service is approximately,

(\$ N/A) which amount may be increased due to unforeseen circumstances and which amount shall be paid by the Owners to the City in the following time and manner:

All tapping fees, service line installation (if done by City), along with filing fees shall be paid prior to connection to City Sewer.

Owners further agree that the Owners shall be responsible for and shall pay all costs associated with the installation, construction and continuing maintenance of the Owners sewer service line from the point of connection to the City public sewer system and that such Owners shall construct and maintain said line in accordance with City ordinances and any and all state or federal regulations applicable to such service, except that

Contract for Sewer Service

Page 5

SPECIAL CONDITIONS:

Service shall be for office use, domestic use, and safety shower use only. Such sewer service shall not be used for production. Any cost for relocation of the service line due to future construction on Industrial Park Property shall be by Owners. The City of Dodge City does not guarantee continued and interrupted service under this agreement.

THIS AGREEMENT is binding on the parties hereto and any and all successors in interest in and to the above-described premises.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year noted below.

CITY OF DODGE CITY, KANSAS
A Municipal Corporation

By _____
Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this _____ day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, **Rick Sowers**, who acknowledged himself to be the **Mayor of the City of Dodge City, Kansas**, a corporation, and that he, as such Mayor and Nannette Pogue, Clerk, being authorized so to do, executed the foregoing

Contract for Sewer Service

Page 6

instrument for the purposes therein contained, and such persons duly acknowledge the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Notary Public

My Appointment Expires:

M J SHERBAK II
MICHAEL J. SHERBAK II
Owner(s)
PLANT MANAGER
KOCH NITROGEN COMPANY LLC

DATED this 1ST day of May, 2012.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 1ST day of May, A.D. 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Michael Sherbak II

Who are personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal, the day and year last above written.

Monte L. Harder

Notary Public

My Appointment Expires:



UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the **CITY OF DODGE CITY, KANSAS AS TRUSTEE**, a municipal corporation duly organized, incorporated and existing under and by virtue of the State of Kansas, being the owner of real property, hereinafter described, in consideration of the payment of ONE DOLLAR (\$1.00) and other good and valuable considerations, does hereby give, grant, and convey unto **KOCH NITROGEN**, a permanent easement to lay, construct, maintain, alter, repair and replace a Sanitary Sewer Force Main together with all appurtenances convenient or necessary for their use, together with the right of ingress and egress over, under, through and across the following described real property in Ford County, Kansas:

A 20 foot +/- wide permanent easement for Koch Nitrogen more fully described as follows:

See Exhibit A

The Grantor agrees for itself, assigns or successors that the planting of any vegetation or placing of other improvements upon the described easement will be done at the risk of subsequent damage thereto without compensation for such damage.

Grantee hereby covenants and agrees that at such time as adjoining landowners may require public utilities Grantee will convey the above referenced easement to the City of Dodge City, Kansas for a public utility easement.

This agreement is binding upon the successors or assigns of the Grantor and is made this _____ day of May, 2012.

GRANTOR:

CITY OF DODGE CITY, KANSAS, AS TRUSTEE

Attest :

By: Rick Sowers, Mayor

Nannette Pogue, City Clerk

GRANTEE:

KOCH NITROGEN

By:

STATE OF KANSAS, COUNTY OF FORD, SS:

BE IT REMEMBERED, that on this _____ day of May, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Rick Sowers, Mayor of the City of Dodge City, Kansas who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year last above written.

Notary Public

Term Expires: _____

STATE OF KANSAS, COUNTY OF FORD, SS:

BE IT REMEMBERED, that on this _____ day of May, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came _____, _____ of Koch Nitrogen, who is personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same, on behalf of the Corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the date and year last above written.

Notary Public

Term Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

(Sanitary Sewer Force Main Easement)

A Sanitary Sewer Force Main Easement located in the West ½ of Section 22, Township 26 South of the Baseline, Range 24 West of the Sixth Principal Meridian, Dodge City, Ford County, Kansas, more particularly described as follows: Beginning at the Westerly, Southwest corner of Tract 3, Dodge City Industrial Park Subdivision, Dodge City, Ford County, Kansas, said point being on the Easterly right of way line of Jayhawk Road; thence, with bearings based on the recorded plat of said Tract 3, South 58° 27' 09" East along the Southwesterly line of said Tract 3 for a distance of 350.00 feet; thence North 89° 05' 43" East along the South line and the extended South line of said Tract 3 for a distance of 886.42 feet, more or less, to the West line of a previously described tract recorded in Deed Book 211 on Pages 718 through 721; thence South 0° 20' 20" East along the West line of said previously described tract for a distance of 20.00 feet; thence South 89° 05' 43" West, parallel with and 20.00 feet distant from, measured normal to, the South line of said Tract 3 for a distance of 892.04 feet; thence North 58° 27' 09" West parallel with and 20.00 feet distant from, measured normal to, the Southwesterly line of said Tract 3 for a distance of 355.82 feet to the Easterly right of way line of said Jayhawk Road; thence North 31° 32' 51" East, along the Easterly right of way line of said Jayhawk Road, for a distance of 20.00 feet to the point of beginning; said easement containing 24,843 square feet or 0.57 acres, more or less.

Prepared By:  Michael D. Klein

Michael D. Klein L.S. #778
BHC Rhodes
705 First Avenue, Suite A
Dodge City, Ks. 67801
(620)225-1400



Memorandum

To: City Manager
Assistant City Manager
City Commissioners

From: Paul Lewis 

Date: May 2, 2012

Subject: July 4 Fireworks Contract

Agenda Item: Consent Calendar

Recommendation: Staff requests Commission approval to enter into contract with Wald's All American Display Fireworks in the amount of \$25,000 for the July 4th fireworks show. The contract for 2012 is a one year agreement for the July 4 display.

Background: Wald's has provided all of the fireworks shows for the Old Dodge City event since we first started in 1998 with this being the 15th year. They have provided well designed shows, choreographed with music that has developed Dodge City's reputation as a premier show in the state.

This year the July 4th committee is working to coordinate with other agencies and organizations to promote activities planned for the day and then culminate with the fireworks show at 10pm that night. The show will be shot from Morgan Blvd and USD 443 will allow us to use Memorial Stadium for spectator viewing.

Justification: The Dodge City show is the largest display in western Kansas and local response is overwhelmingly positive. This show draws people into the community from all around the area and several thousand people line the streets and parking areas around north Dodge to view the display.

Wald's has provided excellent service and quality displays for the event since its inception. The planning committee has met and recommends to continue contracting with Wald for the display.

Financial Considerations: The contract for this show is \$25,000. Of the total, the City budgets \$5,000 annually in the Non-Departmental budget. The remainder is raised by the local fireworks committee through corporate and individual sponsors. The committee is already working towards that goal and sent out initial solicitation letters.

Purpose/Mission: The City's support of this program is consistent with the mission of the City to improve quality of life as it enhances a community wide event celebrating our history and providing entertainment for our citizens.

Legal Considerations: Liability issues with this activity are covered by Wald & Co. through a certificate of insurance with a coverage limit of \$5,000,000 for public liability and property damage.

Attachments: Wald Contract

Wald & CO., Inc. d/b/a All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034-0319

Phone: 816-537-7400 Fax: 816-537-7270

This agreement entered into this 8 day of March, 2012 by and between Wald & Co., Inc. of Greenwood, Missouri, doing business as All American Display Fireworks, (hereinafter referred to as "All American") party of the first part, and City of Dodge City (hereinafter referred to as "Customer") party of the second part, City of Dodge City and State of Kansas.

WITNESSED: All American, for and in consideration of the sum of one dollar (\$1.00) in hand paid, receipt of which is hereby acknowledged and of terms and conditions hereinafter set forth, agrees to furnish Customer As Proposal Dated 3-8012 fireworks display in accordance with the program agreed upon and approved by the parties hereto and made a part hereof, (hereinafter referred to as "Display") with said Display to be performed on 7/4/2012.

In the event of inclement weather, adverse conditions, life/safety issues, or some other cause beyond All American's control that would prevent the giving of Display on specified date, All American, at its sole discretion, may cancel or postpone the Display for that date, due to said conditions. Unless a reschedule date is agreed upon prior, it is agreed and understood that Customer may reschedule Display within 180 days of the original display date and that Customer must notify All American at least 30 days in advance of proposed rescheduled date. Rescheduled Display date must be mutually agreed upon by All American and Customer. If the rescheduled date falls within the 30 days following original Display date, the 30-day notice can be suspended, but date must be mutually agreed upon by All American and Customer. If Customer does not reschedule to a mutually agreed upon date within the 180 day period following original display date, or completely cancels the Display, the Customer understands and agrees to pay All American See Proposal % of the \$ \$25,000.00 contract price of Display.

All American agrees to provide services, secure permits and deliver fireworks as proposed. All American reserves the right to make necessary substitutions with product equal to or greater in value.

Customer shall furnish:

1. Sufficient minimum secured safety distances in the judgement of All American for proper shooting of Display
2. Necessary police protection and/or adequate security and a method to maintain and assure that spectators not go past the minimum secured safety distances determined by All American. Cancellation or postponement of Display due to breach of said minimum secured safety distances would not constitute a breach of contract by All American
3. Other reasonable safeguards and precautions as All American directs or deems necessary
4. Provide unobtrusive and safe access to the display site/fall out zone, as All American deems necessary
5. Fire protection as All American deems necessary

It is further agreed and understood that the Customer will pay All American the total sum of \$ \$25,000.00 as follows: \$10,000 deposit due by 5-1-12. The remaining balance of \$15,000 due in full BY 7-10-12.

All American will provide the Customer with a \$ \$5,000,000.00 Certificate of Insurance covering Public Liability and Property Damage for Display. Customer will be included as additional insured and agrees to provide a complete list of all additional insureds to be named on the certificate.

Customer agrees to pay one and one half percent (1.5%) interest charged per month on unpaid accounts after fifteen days from agreed upon payment due date and Customer agrees to pay all fees necessary to collect balance due, in addition to any and all attorney fees.

It is further agreed that nothing in this Agreement between Customer and All American, shall be construed or interpreted to result in a partnership or joint venture, both parties hereto being responsible for their separate and individual acts, omissions, debts, and obligations and neither party shall be responsible for any agreements or addendum not set forth in the Agreement.

The parties hereto do mutually and severally guarantee terms, conditions, and payments of this agreement which is binding upon the parties, their heirs, executors, administrators, successors, assigns, and agents; as well as terms and conditions further set forth by All American.

IN WITNESS WHEREOF,

we hereto, set our hands and seals to duplicate copies hereof this the 8 day of March, 2012,
WALD & CO., INC./ALL AMERICAN DISPLAY FIREWORKS CUSTOMER

Charles Wald

BY: _____
Print Name of Authorized Agent

BY: _____
Print Name of Authorized Agent
Acknowledging and agreeing to the payment schedule
As noted above

SIGN: _____
Signature of Authorized Agent

SIGN: _____
Signature of Authorized Agent

This agreement subject to acceptance by All American (Wald & Co., Inc.) at its main office at Greenwood, Missouri. IMPORTANT: Place authorized signature on original (white) and return to All American Display Fireworks by return mail. Retain duplicate (yellow) copy for your files.

Wald & Co., Inc.
All American Display Fireworks

PO Box 319, Greenwood, Missouri 64034

Phone: 816.537.7400 Fax: 816.537.7270 E-Mail: sales@waldfireworks.com

Website: www.waldfireworks.com

**FIREWORKS DISPLAY PROPOSAL
FOR
CITY OF DODGE CITY**

DISPLAY DATE	7/4/2012
PROPOSAL DATE	3/8/2012
BOOKING DEADLINE	4/1/2012
BUDGET	\$25,000.00

MAIN AERIAL

20 SHELLS FROM THE FOLLOWING LISTING

3" TITANIUM SALUTE W/ SILVER TAIL

145 SHELLS FROM THE FOLLOWING LISTING

3" ASSORTED COLORS TO CRACKLING SHELLS
3" ASSORTED PALM TREE SHELLS W/ TAILS
3" ASSORTED BROCADE SHELLS
3" ASSORTED COLOR PEONY SHELLS
3" ASSORTED COLOR CHANGE PEONIES W/ TAILS
3" ASSORTED COLOR CHRYSANTHEMUMS
3" ASSORTED COLOR SPECIALTY SHELLS
3" ASSORTED WILLOW SHELLS
3" RED GAMBOGE TO ASST COLOR CHRYSANTHEMUMS W/ TAILS
3" GOLDEN WAVE CHRYSANTHEMUMS TO ASST COLORS W/ TAILS
3" ASSORTED COLOR HALF & HALF CHRYSANTHEMUMS

225 SHELLS FROM THE FOLLOWING LISTING

4" ASSORTED SPECIAL EFFECT SHELLS
4" ASSORTED BROCADE & KAMURO SHELLS
4" ASSORTED PALM TREE SHELLS
4" ASSORTED COLOR CHANGE SHELLS W/ TAILS
4" ASSORTED COLOR CHRYSANTHEMUMS
4" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
4" ASSORTED SPECIAL EFFECT PEONY SHELLS
4" SPECIAL ASSORTED COLOR IMPORT SHELLS

230 SHELLS FROM THE FOLLOWING LISTING

5" ASSORTED SPECIAL EFFECTS SHELLS
5" ASSORTED FANCY SPECIAL EFFECTS SHELLS
5" ASSORTED COLOR CHRYSANTHEMUMS
5" ASSORTED SPECIAL EFFECT CHRYSANTHEMUM SHELLS
5" ASSORTED SPECIAL EFFECT PEONY SHELLS
5" ASSORTED PATTERN SHELLS
5" ASSORTED PALM TREES AND COCONUTS

FIREWORKS DISPLAY PROPOSAL FOR CITY OF DODGE CITY

DISPLAY DATE	7/4/2012
PROPOSAL DATE	3/8/2012
BOOKING DEADLINE	4/1/2012
BUDGET	\$25,000.00

GRAND FINALE

18	only	3"	12-SHOT TITANIUM SALUTES W/ TAILS FINALE
10	only	4"	5-SHOT RED, WHITE & BLUE
12	only	5"	5-SHOT ASST COLOR CHRYSANTHEMUM FINALE W/ TAILS

2.5" BOX FINALES

7	only	2.5"	36-SHOT COLOR CRACKLING
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SUMMARY

MAIN AERIAL

3" Shells	165
4" Shells	225
5" Shells	230
6" Shells	200
8" Shells	40
10" Shells	<u>14</u>
Total Shells	874

FINALE

2.5" Shells	252
3" Shells	216
4" Shells	50
5" Shells	<u>60</u>
Total Shells	578

CAKE ITEMS

Total Cases	6
Total Cakes	<u>6</u>
Total Shots	2208

Customers agree that once the display has started to be set-up, if the CUSTOMER cancels the display for any reason or if Wald All American (company) cancels the display due to inclement weather, adverse conditions or life/safety issues beyond All Americans control that would prevent the giving of the display, customers agrees to pay full amount of the proposal / contract, or reschedule the display to a mutually agreed upon date to be conducted within one hundred and eighty days from the original scheduled display date.

If customers reschedules after set-up as started, customer agrees to pay full amount of the proposal / contract price plus fifteen percent of the proposal / contract for such rescheduling.

FIREWORKS DISPLAY PROPOSAL FOR CITY OF DODGE CITY

DISPLAY DATE	7/4/2012
PROPOSAL DATE	3/8/2012
BOOKING DEADLINE	4/1/2012
BUDGET	\$25,000.00

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2.5" BOX FINALES

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2.5" Shells	252
3" Shells	216
4" Shells	50
5" Shells	<u>60</u>
Total Shells	578

CAKE ITEMS

Total Cases	6
Total Cakes	<u>6</u>
Total Shots	2208

Customers agree that once the display has started to be set-up, if the CUSTOMER cancels the display for any reason or if Wald All American (company) cancels the display due to inclement weather, adverse conditions or life/safety issues beyond All Americans control that would prevent the giving of the display, customers agrees to pay full amount of the proposal / contract, or reschedule the display to a mutually agreed upon date to be conducted within one hundred and eighty days from the original scheduled display date.

If customers reschedules after set-up as started, customer agrees to pay full amount of the proposal / contract price plus fifteen percent of the proposal / contract for such rescheduling.

12qwka-1.2sw

FIREWORKS DISPLAY PROPOSAL FOR CITY OF DODGE CITY

DISPLAY DATE	7/4/2012
PROPOSAL DATE	3/8/2012
BOOKING DEADLINE	4/1/2012
BUDGET	\$25,000.00

If the customers reschedules the display prior to start of the set-up, customers agrees to pay full amount of the proposal / contract price plus up to five percent for such rescheduling, to cover any new permits or expense the company may incur for said rescheduling.

If customers cancels after signing the contract and prior to the day of set-up and does not reschedule, customer agrees to pay twenty percent of the proposal / contract amount.

TOTAL PACKAGE PRICE INCLUDING MATERIAL, SHOOTERS FEE,
WORKERS COMP, AND \$5,000,000.00 LIABILITY INSURANCE..... **\$25,000.00**

IF YOU ACCEPT THIS PROPOSAL, PLEASE PRINT AND SIGN BELOW AND RETURN A COPY TO ALL AMERICAN DISPLAY FIREWORKS.

ACCEPTED BY _____
PRINTED NAME

ACCEPTED BY _____ DATE _____
SIGNATURE

Memorandum

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

From: Nannette Pogue

Date: May 4, 2012

Subject: Suspend CMB License for H & J Food Mart
Agenda Item Consent Calendar

Recommendation: Suspend the Cereal Malt Beverage License for H & J Food Mart, 510 E. Wyatt Earp, for the remainder of the time the license would be valid which is November, 2012.

Background: Employees of the H & J Food Mart were issued 12 citations for selling beer on Sundays. Many of these citations were issued the same day. The applicant and owner of the business has been to court and was charged guilty. The judge (who was a pro-tem) that day ordered that she surrender her license. This Cereal Malt Beverage License is issued by the City of Dodge City Governing Body, and they are also authorized to suspend the license. Because of the number of tickets issued to employees of the business, the applicant would be unable to obtain a license for at least 2 years. So, it is recommended that the Governing Body suspend her license that is currently active.

Justification: Multiple violations of City Code.

Financial Considerations: none

Purpose/Mission: Accountability.

Legal Considerations: None

Attachments: None.

Memorandum

To: City Commissioners
From: Cherise Tieben/Ken Strobel
Date: May 4, 2012
Subject: RHID – Candletree 5
Agenda Item: Ordinance No. 3533

Recommendation: Staff recommends the approval of the Development Agreement between the City of Dodge City and Volz Builders. The second action required is the approval of Ordinance 3533 which includes approval of the Ordinance and the Development Plan.

Background: In 2010, City staff began working with developers interested in building multi-family and single family residential developments. Most developers were interested in utilizing the Rural Housing Incentive District program which provides assistance for various eligible costs such as infrastructure. The Volz Builders development will provide forty-two (42) single-family residences with a market value of not less than \$140,000 each. The housing facilities will be constructed in Phases. The proposed single family units consist of three bedroom homes with garages comparable to the area.

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

Financial Considerations: The County and the School District have no risk in this process; in addition, they would not have received the increment as the development would not have been feasible without the incentive. The City has minimal risk with this developer due to the issuance of general obligation bonds, and feel that the agreement lessens that risk. Should the developer not complete the full development, the developer will simply not receive the increment.

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

Legal Considerations: None

Attachments: Development Agreement, Ordinance 3533 and Development Plan.

ORDINANCE NO. 3533

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, ESTABLISHING A RURAL HOUSING INCENTIVE DISTRICT WITHIN THE CITY AND ADOPTING A PLAN FOR THE DEVELOPMENT OF HOUSING AND PUBLIC FACILITIES IN SUCH DISTRICT, AND MAKING CERTAIN FINDINGS IN CONJUNCTION THEREWITH (CANDLETREE 5)

WHEREAS, K.S.A. 12-5241 *et seq.* (the “Act”) authorizes any city incorporated in accordance with the laws of the state of Kansas (the “State”) with a population of less than 40,000 located in a county with a population of less than 60,000, to designate rural housing incentive districts within such city; and

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

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

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

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

WHEREAS, the City of Dodge City, Kansas (the “City”) has an estimated population of approximately 28,000, is located in Ford County, Kansas, which has an estimated population of approximately 34,000, and therefore constitutes a city as said term is defined in the Act; and

WHEREAS, the Governing Body of the City has performed a Housing Needs Analysis dated April 23, 2008 (the “Analysis”), a copy of which is on file in the office of the City Clerk; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2011-05 which made certain findings relating to the need for financial incentives relating to the construction of quality housing within the City, declared it advisable to establish a Rural Housing Incentive District pursuant to the Act and authorized the

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

WHEREAS, the Secretary of the Kansas Department of Commerce, pursuant to a letter dated April 18, 2011, authorized the City to proceed with the establishment of a Rural Housing Incentive District pursuant to the Act (the “District”); and

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

WHEREAS, the Plan includes:

1. The legal description and map required by subsection (a) of K.S.A. 12-5244;
2. The existing assessed valuation of the real estate in the proposed District, listing the land and improvement values separately;
3. A list of the names and addresses of the owners of record of all real estate parcels within the proposed District;
4. A description of the housing and public facilities project or projects that are proposed to be constructed or improved in the proposed District, and the location thereof;
5. A listing of the names, addresses and specific interests in real estate in the proposed District of the developers responsible for development of the housing and public facilities in the proposed District;
6. The contractual assurances, if any, the Governing Body has received from such developer or developers, guaranteeing the financial feasibility of specific housing tax incentive projects in the proposed District;
7. A comprehensive analysis of the feasibility of providing housing tax incentives in the proposed District as provided in the Act, set forth the boundaries of the proposed District, provided a summary of the proposed Plan, called a public hearing concerning the establishment of the proposed District for May 7, 2012 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, the Governing Body of the City has heretofore adopted Resolution No. 2012-15 which made a finding that the City is considering the establishment of the proposed District and adopting the proposed Plan pursuant to the Act, set forth the boundaries of the proposed District, provides a summary of the proposed Plan, called a

public hearing concerning the establishment of the proposed District for May 7, 2012 and provided for notice of such public hearing as provided in the Act; and

WHEREAS, a public hearing was held on May 7, 2012, after due published and delivered notice in accordance with the provisions of the Act; and

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

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

Section 1. Findings. The Governing Body hereby finds that due notice of the public hearing conducted May 7, 2012 was made in accordance with the provisions of the Act.

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

Lots 1 - 14, Block 1, Lots 1 - 19, Block 2, and Lots 1 - 6, Block 3,
Candletree Addition, Unit Five, City of Dodge City, Ford County, Kansas

The boundaries of the District do not contain any property not referenced in Resolution No. 2012-15, which provided notice of public hearing on the creation of the District and adoption of the Plan.

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

Section 4. Adverse Effect on Other Governmental Units. If, within 30 days following the conclusion of the public hearing on May 7, 2012, any of the following occurs, the Governing Body shall take action to repeal this Ordinance:

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

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

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

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

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

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PASSED by the Governing Body of the City of Dodge City, Kansas and signed by the Mayor on May 7, 2012.

[SEAL]

Rick Sowers, Mayor

Nannette Pogue, City Clerk

Memorandum

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

From: Nannette Pogue

Date: May 4, 2012

Subject: Ordinance No. 3534

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3534.

Background: At the April 2 City Commission meeting, the City Commission approved special assessment process for special assessments for Wagon Wheel Addition. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Wagon Wheel Addition at the amounts listed in the ordinance. The amounts will be assessed for 15 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3534

ORDINANCE NO. 3534

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION No. 2011-06 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Wagon Wheel Addition – Streets, Water and Sewer

Resolution No. 2011-06

Construct road and curb and gutters, water improvements, sewer improvements and associated engineering and design costs serving Lots 1 through 6, inclusive, Block 1, and Lots 1 through 12, inclusive, Block 2, all in Wagon Wheel Addition, Unit One, an addition to the City of Dodge City, Ford County, Kansas.

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2012.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2012, bonds will be issued therefor, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be

collected in fifteen (15) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on May 7, 2012, and signed by the Mayor.

Rick Sowers, Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls Wagon Wheel Addition to the City of Dodge City

Property Description			Street, Drainage, Water & Sewer Improvement
Lot 1	Block 1	Wagon Wheel Addition	20,635.98
Lot 2	Block 1	Wagon Wheel Addition	20,635.98
Lot 3	Block 1	Wagon Wheel Addition	20,635.98
Lot 4	Block 1	Wagon Wheel Addition	20,635.98
Lot 5	Block 1	Wagon Wheel Addition	20,635.98
Lot 6	Block 1	Wagon Wheel Addition	20,635.98
Lot 1	Block 2	Wagon Wheel Addition	20,635.98
Lot 2	Block 2	Wagon Wheel Addition	20,635.98
Lot 3	Block 2	Wagon Wheel Addition	20,635.98
Lot 4	Block 2	Wagon Wheel Addition	20,635.98
Lot 5	Block 2	Wagon Wheel Addition	20,635.98
Lot 6	Block 2	Wagon Wheel Addition	20,635.98
Lot 7	Block 2	Wagon Wheel Addition	20,635.98
Lot 8	Block 2	Wagon Wheel Addition	20,635.98
Lot 9	Block 2	Wagon Wheel Addition	20,635.98
Lot 10	Block 2	Wagon Wheel Addition	20,635.98
Lot 11	Block 2	Wagon Wheel Addition	20,635.98
Lot 12	Block 2	Wagon Wheel Addition	20,635.98
Total Assessment			371,447.64

Memorandum

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

From: Nannette Pogue

Date: May 4, 2012

Subject: Ordinance No. 3535

Agenda Item: Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3535.

Background: At the April 2 City Commission meeting, the City Commission approved special assessment process for special assessments for Beeson Court Subdivision. The Public hearing will be held at this meeting. Based upon the notices sent and barring any objections during the public hearing, this ordinance will approve the levying of assessments for property in Beeson Court Subdivision at the amounts listed in the ordinance. The amounts will be assessed for 10 years and the interest rate used will be the amount we sell the General Obligation bond for that will be issued later in the year.

Justification: In order to levy special assessments on property, this ordinance will need to be approved.

Financial Considerations: none

Purpose/Mission: We strive for high service standards

Legal Considerations: All legal requirements of the bond procedures are met.

Attachments: Ordinance No. 3535

ORDINANCE NO. 3535

AN ORDINANCE LEVYING SPECIAL ASSESSMENTS ON CERTAIN PROPERTY TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF DODGE CITY, KANSAS, AS HERETOFORE AUTHORIZED BY RESOLUTION Nos 2009-11, 2009-12 and 2009-13 OF THE CITY; AND PROVIDING FOR THE COLLECTION OF SUCH SPECIAL ASSESSMENTS.

WHEREAS, the City Commission of the City of Dodge City, Kansas (the "City") has heretofore authorized certain internal improvements (the "Improvements") to be constructed pursuant to K.S.A. 12-6a01 *et seq.* (the "Act"); and

WHEREAS, the City Commission has heretofore conducted a public hearing in accordance with the Act and desires to levy assessments on certain property benefited by the construction of the Improvements.

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

SECTION 1. Levy of Assessments. For the purpose of paying the costs of the following described Improvements:

Beeson Court Subdivision – Road Improvements

Resolution No. 2009-11

Construct road and curb and guttering serving Lots 1 through 10, Beeson Court Subdivision of the City of Dodge City, Kansas.

Beeson Court Subdivision – Sewer Improvements

Resolution No. 2009-12

Construct new sanitary sewer system servings Lots 1 through 10, Beeson Court Subdivision of the City of Dodge City, Kansas.

Beeson Court Subdivision – Water Improvements

Resolution No. 2009-13

Construct water services lines serving Lots 1 through 10, Beeson Court Subdivision of the City of Dodge City, Kansas

There are hereby levied and assessed the amounts (with such clerical or administrative amendments thereto as may be approved by the City Attorney) against the property described on *Exhibit A* attached hereto.

SECTION 2. Payment of Assessments. The amounts so levied and assessed in *Section 1* of this Ordinance shall be due and payable from and after the date of publication of this Ordinance. Such amounts may be paid in whole or in part not later than June 30, 2012.

SECTION 3. Notification. The City Clerk shall notify the owners of the properties described in *Exhibit A* attached hereto insofar as known to said City Clerk, of the amounts of their respective assessments; and, said notice shall further state that unless such assessments are paid by June 30, 2012, and the amount of such assessment will be collected in installments with interest.

SECTION 4. Certification. Any amount of special assessments not paid within the time prescribed in *Section 2* hereof shall be certified by the City Clerk to the Clerk of Ford County, Kansas, in the same manner and at the same time as other taxes are certified and will be collected in ten (10) annual installments, together with interest on such amounts at a rate not exceeding the maximum rate therefor as prescribed by the Act. Interest on the assessed amount remaining unpaid between the effective date of this Ordinance and the date the first installment is payable, but not less than the amount of interest due during the coming year on any outstanding bonds issued to finance the Improvements, shall be added to the first installment. The interest for one year on all unpaid installments shall be added to each subsequent installment until paid.

SECTION 5. Effective Date. This Ordinance shall take effect and be in force from and after its passage, approval and publication once in the official City newspaper.

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PASSED by the governing body of the City on May 7, 2012, and signed by the Mayor.

Rick Sowers, Mayor

(SEAL)

ATTEST:

City Clerk

EXHIBIT A

Assessment Rolls Beeson Court Subdivision to the City of Dodge City

	Property Description	Street, Drainage, Water & Sewer Improvement
Lot 1	Beeson Court Subdivision	17,507.66
Lot 2	Beeson Court Subdivision	17,507.66
Lot 3	Beeson Court Subdivision	17,507.66
Lot 4	Beeson Court Subdivision	17,507.66
Lot 5	Beeson Court Subdivision	17,507.66
Lot 6	Beeson Court Subdivision	17,507.66
Lot 7	Beeson Court Subdivision	17,507.66
Lot 8	Beeson Court Subdivision	17,507.66
Lot 9	Beeson Court Subdivision	17,507.66
Lot 10	Beeson Court Subdivision	17,507.66
Total Assessment	175,076.55	

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery,
City Engineer*

Date: April 27, 2012

Subject: 2012 Street Program

Agenda: New Business

Recommendation: Approve the 2012 Street Program as outlined on the attachment.

Background: Yearly staff outlines street construction projects for Commission approval. These projects are based on information gathered from staff maintenance records and inspection of the City Streets.

Justification: Due to the condition of some the streets listed in this year's program, major maintenance/reconstruction projects are needed to maintain the City's street network. The maintenance projects will extend the service life of the streets so that reconstruction projects will not be needed in the near future.

Financial Considerations: The funding for this year's Street Program will need to come from two sources; the Special Streets Fund and General Obligation Bonds (GOB). The City's Special Streets Fund is for construction and maintenance of the city's streets. A total of \$325,000 was budgeted and would be allocated from the Special Streets Fund for this program. The remaining funds would need to come from General Obligation Bonds. A total of \$480,00 of funds would need to be from the GOB fund to complete the program as presented.

If \$480,000 in bonds were issued with an interest rate of 4.0%, 10 year maturity, the annual payment would be approximately \$58,000. This would represent roughly a half of one mill. This would be in addition to the existing mill levy of the City.

Purpose/Mission: This Project meets the City's Core Value of providing Ongoing Improvements for the citizens of the community.

Legal Considerations: N/A

Attachments: List of 2012 Street Projects
Public Works Street Reconstruction List

2012 Street Program List & Funding Source

Beeson Rd. Mill & Overlay –

\$ 175,000 GOB

This project consists of performing a 2” mill and overlay from Kelly Ave. to Minneola Rd. This will complete the mill and overlay project we started last year on Beeson Rd. The contractor will mill 2” of the existing asphalt pavement, place a paving fabric, and place a 2” asphalt overlay to the roadway.

Trail St. Mill & Overlay –

\$ 175,000 GOB

This project consists of performing a 2” mill and overlay from 2nd Ave. to the east. This project will help save the roadway and provide a smoother driving surface. The contractor will perform a 2” edge mill of the existing asphalt pavement and mill the remaining roadway to take off some of the high spots of the road and place a 2” asphalt overlay to the roadway with a ¼” cross-slope which will help get the water off of the driving surface.

14th Ave. Reconstruction –

\$ 130,000 GOB

This project consists of replacing the existing asphalt pavement of 14th Ave. from Wyatt Earp Blvd. to and thru the Spruce St. intersection. This will finish up the refurbishment of the 14th Ave. pavement from McArtor to US 50.

Frontview Rd. Overlay –

\$ 70,000 SS

This project consists of overlaying existing pavement from Loretta Ave. east approximately 750’ and from 14th Ave. east approximately 640’. The contractor will place a paving fabric over the existing pavement and place a 2” asphalt overlay to the roadway.

Asphalt Street Reconstruction -

\$ 120,000 SS

This project consists of reconstructing Greenwood Ave. from Spruce St. to Homewood Ave. and Gray St. from 12th Ave. to 13th Ave. The process used is removing the existing asphalt pavement and replacing with 6” of new asphalt pavement over paving fabric and a treated sub-grade. Some curb and gutter will be replaced, if needed, but a majority of the curb and gutter will remain.

Traffic Signal Improvements –

\$ 25,000 SS

Staff has proposed to improve the signals at the Wyatt Earp Blvd. & US 56 (Overpass) Intersection so that we can re program the signal to better handle the new four lane road north of the intersection. Staff also wants to install detection devices on the signal at Central Ave. & US 50. We have received quotes for the necessary equipment to upgrade these signals. Installation of the equipment and other associated work will be completed in house

Concrete Street Repairs

\$ 85,000 SS

This money will be allocated for repair work for the outside lane of 14th Ave. south of Comanche St. near Dillon’s.

Sidewalk Construction/Repairs –

\$ 25,000 SS

This money would be divided between the Cost Share Program and sidewalk construction projects.

Funding Sources:

GOB (General Obligation Bonds) = \$ 480,000

SS (Special Streets) = \$ 325,000

Asphalt Reconstruction List 2012

Frontview St. ----- in front of Bartel Trucking and Mead Lumber

Greenwood Ave. ----- Spruce St. to Linn St.

Gray St. ----- 13th Ave. to 12th Ave.

Center Ave. ----- Plains St. to North end

Plains St. ----- 14th Ave. to Buffalo Dr.

Academy Ave. ----- Hennessey St. to North end.

Shirlane St. ----- Ave A. to Doralane Ave.

Gary Ave. ----- Ross Blvd. to Cannery Row

Cannery Row ----- Gary Ave. to Canterbury Rd.

Canterbury Rd. ----- Cannery Row to Ave. A

Schrader St. ----- 14th Ave. to Westview Ave.

Buffalo Dr. ----- Hennessey St. to Plains St.

Hennessey St. ----- 14th Ave. to Melencamp Ave.

Kenro St. ----- Melencamp Ave. to Colleen Ave.

2nd Ave. ----- Kinkead St. to Layton St. (Concrete)

Marsha Ln. ----- Robin Rd. to Fairway Dr.

La Vista Blvd. ----- Ave. A to Crescent Dr.

Elm St. ----- Ave. D to Ave. E

Spruce St. ----- Ave. D to Ave. E

Ave. F ----- Division St. to Comanche St.

Ave. I ----- Division St. to Oak St.

Division St. ----- Ave. H to Ave. L

Ave. J ----- Division St. to Spruce St.

Ave. K Ct. ----- Cul-de-sac

Mulberry Circle ----- Ave. K to Ave. K

Military Ave. ----- Ave. L to Ave. P

Frontage Rd. ----- Military Ave. to Elm St.

Ave. N ----- Wyatt Earp to Military Ave.

Roosevelt Ave. ----- Ave. P to Ave. L

Ave. L ----- Wyatt Earp to Military Ave.

Ave. M ----- Wyatt Earp to Roosevelt Ave.

Hardesty Ave. ----- Cedar St. to Division St.

13th Ave. ----- Vine St. to Division St.

Ash St. ----- 10th Ave. to 11th Ave.

Bristol Ave. ----- Tomahawk Rd. to Division St.

Spruce St. ----- Gardner Ave. to Westlawn Dr. and Lasalle St. to Johnson Ave.

Westlawn Dr. ----- Wyatt Earp to Spruce St.

Park St. ----- 4th Ave. to Railroad tracks.

Kirk St. ----- Willow St. to Sycamore St.

Harris Ave. ----- Mcartor Rd. to Beeson Rd.

Longbranch Rd. ----- 14th Ave. to Kelley Ave.

Crawford Ave. ----- Sycamore St. to Robinson St.

Amber Ave. ----- Joel Ave. to Canterbury Rd.

Gilman Ave. ----- Beeson Rd. to Pearl St.

Memorandum

To: *City Manager*
Assistant City Manager
City Commissioners

From: Ray Slattery, P.E.
Director of Engineering

Date: May 2, 2012

Subject: Recommendation for design
services with BHC Rhodes for
Comanche Street

Agenda Item: New Business

Recommendation: Approve contract with BHC Rhodes for design of Comanche Street from 14th Street to US-50 pending review by City Attorney.

Background: The City has identified the need to improve Comanche Street from 14th Street to US-50. KDOT has agreed to fund \$3,100,000 of the anticipated cost through the Federal Set Aside Program. This project was scheduled to be bid by KDOT late in 2012. However, due to delays this project has been pushed back to 2013 in KDOT's bidding schedule. The City has also considered the option of using KDOT's Federal Fund Exchange Program. This Program would reduce KDOT's payment to the City by 10%. But by doing this, the City will not need to meet all of the design standards required by KDOT and the project should be ready for bidding sooner.

Justification: Hiring BHC Rhodes to complete the design of the project will insure that the project meets with the expectations of the various stakeholders and meets design criteria for roadway design.

Financial Considerations: The cost of the design will be \$376,991. The funds for this project will need to be bonded.

Purpose/Mission: This project will provide for a quality design and will develop a roadway for a developing corridor

Legal Considerations: The City is entering into a contract with BHC Rhodes and is bound by the provisions of this contract.

Attachments: The Contract with BHC Rhodes.

AGREEMENT FOR SERVICES

**Professional Engineering Services
Comanche Street Final Design**

Between:

BRUNGARDT HONOMICHL & COMPANY, P.A.

And

City of DODGE CITY, KANSAS

**BHC RHODES Contract Number: 12540.00.02
May 7, 2012**

**AGREEMENT FOR
PROFESSIONAL SERVICES**

THIS AGREEMENT, effective the 7th day of May, 2012, by and between **Brungardt Honomichl & Company, P.A.** (hereinafter referred to as Consultant), a professional corporation with offices at 6363 College Blvd., Suite 500, Overland Park, Kansas 66211, and the city of Dodge City, Kansas (hereinafter referred to as City), a public entity.

WITNESSETH:

WHEREAS, City requires engineering services for final design of Comanche Street as described below in Attachment 'A'; and,

WHEREAS, Consultant is prepared to provide such services;

NOW THEREFORE, in consideration of the premises and mutual covenants herein contained, the parties hereto agree as follows:

ARTICLE 1.0 - SERVICES TO BE PERFORMED BY CONSULTANT. Consultant shall perform the Services described in Attachment A, Scope of Services, which is attached hereto and incorporated by reference as part of this agreement.

ARTICLE 2.0 - COMPENSATION. City shall pay Consultant for performance of services in accordance with fees presented in Attachment B, Fee Schedule, which is attached hereto and incorporated by reference as part of this agreement. Consultant shall submit invoices every four weeks with breakdowns based on percent completion of the project. Payment shall be made within 30 days after receipt of invoice.

ARTICLE 3.0 - GENERAL OBLIGATIONS OF CONSULTANT. Consultant shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided in the performance of such services. All of the Services shall be performed by qualified personnel.

Consultant shall exercise usual and customary professional care in its effort to comply with all rules or regulations of the federal, state, or other government body or any administrative agency pertaining to the performance of the work hereunder.

ARTICLE 4.0 - GENERAL OBLIGATIONS OF THE CITY. The City shall provide payment to the Consultant as provided in Article 2.0, Compensation.

The City shall monitor the performance of the Consultant's work and shall notify them of any concerns and/or modifications required to the Services.

In order to assist the Consultant in the provision of professional services, the City will provide the name of a representative to whom the Consultant will report and from whom Consultant will receive review comments, instructions, directions and authorizations.

The City shall make available to the Consultant any documents, drawings, specifications, files or other information necessary in the execution and completion of the Services. The City shall furnish, at the City's expense, all information, requirements, reports, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.

ARTICLE 5.0 - OWNERSHIP OF DOCUMENTS. The City acknowledges the Consultant's documents, including electronic files, as instruments of professional service. Nevertheless, the final documents prepared under this Agreement shall become the property of the City upon completion of the Services and payment in full of all monies due to the Consultant. The City shall not reuse or make any modification to the documents without the prior written authorization of the Consultant. The City agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against any damages, liabilities or cost, including reasonable attorneys' fees and defense costs, arising from or allegedly arising from or in any way connected with the unauthorized reuse or modification of the documents by the City or any person or entity that acquires or obtains the documents from or through the City without the written authorization of the Consultant.

ARTICLE 6.0 - INSURANCE. Consultant shall carry and maintain throughout the performance of the Services insurance acceptable to the City in the following amounts:

1. Workers Compensation, including occupational disease.
(Statutory Limits)
2. General (Public) Liability

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
3. Automobile Liability (hired, owned, non-owned)

Bodily Injury	\$1,000,000
Property Damage	\$1,000,000
4. Professional Liability

Per Claim	\$1,000,000
Annual Aggregate	\$1,000,000

The Consultant shall provide the City with certificates of insurance evidencing the coverage in effect. After such policies become effective, none of such policies shall be canceled by the insurance company except after ten days notice in writing to the City.

ARTICLE 7.0 - INDEMNIFICATION. The Consultant shall indemnify the City and hold it and its officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death, resulting therefrom, or damage sustained by any person or persons (including the Consultant's employees) by reason of any negligent act, omission or neglect on the part of the Consultant's employees.

The City shall also indemnify the Consultant and hold him and his officers harmless from any damage, expense, and liability or claim therefore on account of any injury, including death resulting therefrom, or damage sustained by any person or persons (including the City's employees) by reason of any negligent act, omission, or neglect on the part of the City's employees.

Neither the City nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

ARTICLE 8.0 - TERMINATION. Either party may terminate this Agreement at any time by giving the other party thirty days written notice of such termination. Immediately upon receipt of Notice of Termination, the Consultant shall discontinue Services and incur no further obligation or expenses. The Consultant shall be paid for all work completed prior to the effective date of such termination.

The Consultant shall not assign, transfer, or sublet this Agreement or any interest herein without the prior written consent of the City.

ARTICLE 9.0 - NON-DISCRIMINATION. There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

ARTICLE 10.0 - STATUS. The Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor, and in no event shall any of its personnel be construed to be an employee of the City.

ARTICLE 11.0 - GOVERNING LAW AND JURISDICTION. The City and Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of Kansas. It is further agreed that any legal action between the City and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives effective the day and year first above written.

**City of Dodge City
Dodge City, Kansas**

**Consultant
Brungardt Honomichl & Company, P.A.**

Authorized Signature

By: Steven K. Bachenberg
Steven K. Bachenberg, P.E.

Title: Vice-President

Date: _____

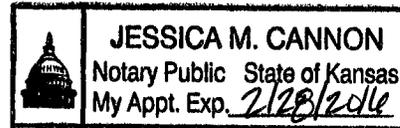
Date: May 2, 2012

ATTEST:

ATTEST:

City Clerk

Jessica M. Cannon
Notary Public



Attachment A
Scope of Services

Comanche Street Final Design

The Consultant will provide professional services as follows:

Project Description

The following outlined scope of services is for the final design, construction plans, and bidding support for Comanche Street from 14th Ave to Highway 50 as a continuation of the conceptual design and study already performed under a previous agreement. This scope includes preparation of field check, office check, and final construction documents for the construction of Comanche Street as a 2-lane divided roadway section, with consideration for future widening of the street by the construction of additional lanes to the outside of the proposed 2-lane divided section. Improvements to existing traffic signals at 14th Ave. and Hwy 50 are anticipated to be relatively minor to allow for the tie-in of the proposed roadway section to the existing intersections. Some reconstruction of the entrance to the casino and events center complex is anticipated to match Comanche intersection layout at Hwy 50. Internal intersections at Matt Down Lane and any other new intersections are expected to be limited to conventional stop-controlled configurations.

Task Description

The task breakdown and corresponding effort anticipated for the work is provided below.

A. Field Check Plans

1. Develop horizontal and vertical alignment for Comanche and casino/events center entrance based on previous work and City direction. Prepare a preliminary layout for a stop-controlled intersection at Matt Down Lane.
2. Develop final roadway typical sections for proposed and future construction.
3. Perform hydrologic and hydraulic analysis of drainage areas along Comanche and develop preliminary layout and sizing of cross-road culverts and roadside drainage systems per City design criteria.
4. Provide preliminary cross sections for roadway to identify grading limits and grading quantities.
5. Develop a preliminary plan for limited landscaping which may include plantings in median and roadway edge, stormwater BMPs, and roadside amenities (i.e. sidewalk, trail, etc.).
6. Prepare a preliminary plan for water line extension along Comanche.
7. Complete preliminary design of any traffic signal modifications that may be required at the 14th Avenue and 50 Hwy intersections.
8. Prepare a preliminary layout for proposed right-of-way/easement needed for construction.
9. Prepare a preliminary construction sequencing plan for consideration by City staff.
10. Coordinate with utility representatives to develop a preliminary utility relocation layout.
11. Submit field check plans and preliminary cost opinion to City for review. Hold field review of plans on site with City staff.
12. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, Key Stakeholders, Utilities and the Project Team. Assumes up to 1 additional meeting in Dodge

City during the field check plans phase.

B. Office Check Plans

1. Make revisions to plans per field check comments.
2. Prepare right-of-way and easement descriptions and exhibits as required for construction and provide to the City for acquisition purposes.
3. Develop any special construction detail sheets that are not standard to City or KDOT.
4. Finalize surface drainage and storm sewer design including final inlet spacing, layout, cross-road culvert sizing, and supporting calculations assuming that inlets will drain 2-lane divided roadway using temporary flumes and/or roadside ditches. Also prepare refined plans for any limited stormwater BMPs to be installed.
5. Prepare Office Check Plans to City requirements. These plans will include: Title Sheet, Typical Sections, Index Map, General Notes and Legend, Survey Data Sheet, Removal and Relocation Sheet, Plan/Profile Sheets (1"=20' horiz.; 1"=10' vert.), Driveway Profiles, Intersection Detail Sheets, Storm Sewer/Culvert/Ditch Plan/Profile Sheets, Drainage Area Map, Drainage Calculations, limited Landscaping Plans, limited Roadside Amenities Plans, Water Line Plan/Profile Sheets, Permanent Pavement Marking and Signing Plans, Construction Sequencing Plans, project details, and Cross Sections at 25' intervals as well as three sections for each driveway (drive edges and centerline).
6. Develop an erosion control plan and prepare KDHE NOI Permit. SWPPP is assumed to be prepared by the contractor awarded the construction contract.
7. Prepare structural details for any retaining walls, assuming cast concrete walls are to be used if needed.
8. Develop concrete pavement joint layout plans and prepare required details.
9. Make final adjustments to project grading limits AND verify this work is still within the previously defined easements.
10. Prepare project specific special conditions to be inserted into the project manual for items not included or addressed by a City specification.
11. Internal quality check / plan review.
12. Update project quantities and provide revised opinion of probable costs to City.
13. Submit Office Check plans and special provisions to City. Assumes electronic submittal of PDFs and up to 2 full-size copies for the City.
14. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, Key Stakeholders, Utilities and the Project Team. Assumes up to 2 meetings in Dodge City during the office check phase.

C. Final Plans

1. Make revisions to plans per Office Check comments.
2. Add final plan information and make final plan revisions for final plans.
3. Final internal quality check and review of plans, City standard specifications, and quantities.
4. Prepare and submit the Engineer's Opinion of Probable Cost to the City for their review at time of bid opening.
5. Assemble special provisions, bid proposal, and invitation to bid sections for bid document package using standard City forms.
6. Distribute hard copy of plans to City (2 Full -size bond sets). Provide electronic deliverable of PDF plan set to City.
7. Prepare for and attend 1 public information meeting. Assumes up to 3 attendees with 1"=50'

color exhibits showing the proposed improvements.

8. Ongoing Communication (Meetings, Emails, and Phone Calls) with City Staff, Key Stakeholders, Utilities and the Project Team. Assumes up to 2 additional meetings in Dodge City during the final plans phase.

D. Bidding Phase Support

1. Answer questions from potential bidders during the advertising phase and attend pre-bid meeting in Dodge City.
2. If desired by City, distribute sets of bid documents (paper or electronic) to bidders for a reasonable non-refundable fee.

Related Services not Included

While not included in the basic or additional services thus far, it is understood that any construction engineering and observation services for the Comanche Street improvements that may be required would be negotiated prior to construction when this effort is more clearly defined.

Assumptions

1. Does not include any additional concept study or alternative alignment options.
2. Landscaping design is assumed to be limited to simple planting plans to be used throughout the Comanche corridor.
3. Assumes design will be completed using KDOT standard RCB plans and details or by specifying pre-cast RCBs for cross-road culverts. Design of minor modifications to the KDOT box plans may be made to allow for a cut-off wall or low weir at culvert inlet(s).
4. Does not include any 4(f) or 6(f) evaluation, environmental impact statement, historical or environmental analysis, or any identification of or mitigation for wetlands or other aquatic habitat and assumes any Corp of Engineer 401 permit will fall under a Nationwide Permit. Requests for comment by typical State reviewing agencies (i.e. KDWP, State Historical Society, etc.) will be made by the Engineer. Does not include final submittal of any permits as part of this agreement.
5. Assumes that City will be responsible for advertising, bidding, and awarding the construction project.
6. Street lighting is to be designed by local electric utility provider. Some discussion with them as to the type and spacing of street lighting to be installed in median is expected.
7. No design of off-site utility or drainage improvements is included.
8. No detailed design, spot elevations, or individual detail sheets for sidewalk ramps on the project. Standard details will be used.
9. All street/traffic signs will be replaced as part of the project.
10. Traffic plans will incorporate BHCR quantity sheets supplemented with KDOT details.
11. Any retaining wall design is assumed to be for relatively simple cast-in-place concrete walls. Any modular block systems will be designed as part of contractor's work.
12. Does not include any centerline staking or resetting of property corners.

- 13. Does not include any septic sewer system location, investigation, or design.
- 14. Cost estimates will be developed in today's dollars (2012) and inflated for 2013 construction.

Time

Tasks A through C are estimated to be completed within the lengths of time indicated below (measured from receipt of City comments from previous milestone submittal):

<u>Schedule:</u>	<u>Completed Within:</u>
Field Check Plan Submittal	5 months from NTP
Office Check Plan Submittal	5 months
Final Check Plan Submittal	2 months
PS&E Submittal	1 month

**Attachment B
Fee Schedule**

Comanche Street Final Design

BASIC SERVICES

The City will reimburse the Consultant for the provision of professional services described in the Scope of Services on the basis of a lump sum amount of Three Hundred Seventy-Six Thousand Nine Hundred Ninety One Dollars (\$376,991). Said lump sum shall include all labor, overhead, direct expense associated with the Scope of Services above, and a reasonable profit.

ADDITIONAL SERVICES

If additional services beyond those described in the Scope of Services are required and agreed to in writing by the City, an equitable adjustment in fee and time of performance will be mutually determined by both the Consultant and the City prior to the Consultant proceeding with the additional services.

Additional work will be performed on an hourly basis at the hourly rates listed below. Reimbursable expenses incurred outside of this agreement will be charged to the City in accordance with the reimbursable expense schedule listed on the next page.

<u>Title</u>	<u>Hourly Rates</u>	<u>Hourly Rate</u>
Principal Program Manager		\$170
Project Manager		\$142
Traffic Engineer		\$120
Project Engineer		\$120
Design/Staff Engineer		\$88
Designer		\$95
Design Technician		\$88
CAD Technician		\$62
Landscape Architect Project Manager		\$130
Landscape Architect		\$105
Clerical		\$42
Survey Manager		\$146
Project Surveyor		\$115
Sr. Survey Technician		\$86
Survey Technician		\$70
Drafter		\$60
Crew Chief		\$72
Crew Member		\$62

Reimbursable Expenses:

The following reimbursable expenses shall apply for work performed on a time and materials basis:

	<u>DESCRIPTION</u>	<u>UNIT PRICE</u>
A. Passenger Vehicle	Per mile	IRS rate
B. Survey Vehicle	Per mile	\$0.70
C. Telephone/Cellular/Long Distance		Actual Cost
D. In House B&W Reproduction	Sq. Ft.	\$0.15
Color Reproduction	Sq. Ft.	\$1.00
E. Miscellaneous Supplies		Actual Cost
F. Freight & Postage		Actual Cost
G. Total Station Equipment fee	Per Hour	\$15.00
H. GPS Equipment fee	Per Hour	\$30.00
I. Robotic Total Station	Per Hour	\$40.00
J. Laser Scanning	Price per Project	
K. Traffic Counting Equipment	Per Day	\$30.00

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

*From: Ray Slattery, P.E.
Director of Engineering Services*

Date: May 2, 2012

*Subject: Improvements for
Candletree #5
Agenda Item: New Business*

Recommendation: Approve proposal from Klotz Sand Co., Inc. for the construction of the Infrastructure Improvements for the Candletree #5 Sub-Division in the amount of \$556,242.88.

Background: The City has been working with the Developer of the Candletree #5 Sub-division to develop the infrastructure of water, sewer, and street to service this development. This project will also be part of the RHID Program. The Developer requested quotes for the construction of the infrastructure improvements.

Justification: It is necessary to have adequate infrastructure for this sub-division to occur.

Financial Considerations: The construction of the infrastructure improvements of Candletree #5 Sub-division will cost \$556,242.88. Funding of this project will be through Special Assesments and the RHID Program.

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

Legal Considerations: By approving the bid with Klotz Sand Co., Inc. the City will enter into a contract with Klotz Sand Co., Inc. and be responsible to make payments to APAC Kansas Inc., Shears Division for the completed work.

Attachments: Quote Tab

CITY OF DODGE CITY, KANSAS
QUOTE TABULATION

PROJECT: Candletree #5

PROJECT #: PL 1102

BID DATE: N/A

ENGINEER'S ESTIMATE

ITEM	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
Sanitary Sewer					
1	Mobilization	LS	1	\$15,000.00	\$ 15,000.00
2	8" Sewer Line (PVC)	LF	2087	\$34.00	\$ 70,958.00
3	Manholes (4' Standard)				
	4' Standard	Each	3	\$ 2,300.00	\$ 6,900.00
	Extra Depth	VF	7	\$ 150.00	\$ 1,050.00
4	Connect to Existing Manhole	Each	2	\$3,000.00	\$ 6,000.00
5	4" Service Line	LF	299	\$12.00	\$ 3,588.00
6	Construction Stacking	LS	1	\$1,980.00	\$ 1,980.00
Waterline					
1	Mobilization	LS	1	\$6,500.00	\$ 6,500.00
2	Trench Compaction 0'-6" Deep	LF	2227	\$10.00	\$ 22,270.00
3	Install 8" C900 Class 150 Waterline (PVC)	LF	2361	\$14.00	\$ 33,054.00
4	Install 1" Service Water Line	LF	892	\$9.00	\$ 8,028.00
5	Install Gate Valve/Box Assembly	Each	7	\$1,100.00	\$ 7,700.00
6	Install 45 Degree Bends	Each	4	\$250.00	\$ 1,000.00
7	Install 22.5 Degree Bends	Each	4	\$250.00	\$ 1,000.00
8	Install Fire Hyd. Assembly	Each	4	\$2,600.00	\$ 10,400.00
9	Tie into Existing System (Wet Tie)	Each	1	\$1,500.00	\$ 1,500.00
10	Install 8"x8"x8" Tee	Each	1	\$350.00	\$ 350.00
11	Install Straddle Block	Each	1	\$1,500.00	\$ 1,500.00
12	Install 8" Cap and Plug	Each	1	\$500.00	\$ 500.00
13	Construction Stacking	LS	1	\$2,200.00	\$ 2,200.00
Streets and Grading					
1	Mobilization	LS	1	\$12,000.00	\$ 12,000.00
2	Clearing & Grubbing	LS	1	\$2,500.00	\$ 2,500.00
3	Embankment (95% Compaction)	CY	595	\$4.50	\$ 2,677.50
4	Excavation	CY	2236	\$3.50	\$ 7,826.00
5	6" Asphalt Pavement	SY	6308	\$22.00	\$ 138,776.00
6	30" Standard Curb & Gutter	LF	432	\$18.00	\$ 7,776.00
7	30" Rolled Back Curb & Gutter	LF	3850	\$18.00	\$ 69,300.00
8	30" Transition Curb & Gutter	LF	160	\$20.00	\$ 3,200.00
9	Paving Fabric	SY	6308	\$1.50	\$ 9,462.00
10	6" Fly Ash Subgrade Stabilization	SY	8126	\$2.20	\$ 17,877.20
11	Fly Ash	Ton	378	\$17.00	\$ 6,426.00
12	Type 22 Setback Inlet	Each	6	\$3,000.00	\$ 18,000.00
13	30" x 30" Area Inlet	Each	1	\$2,500.00	\$ 2,500.00
14	18" Reinforced Concrete Pipe	LF	157	\$41.00	\$ 6,437.00
15	18" ADS N-12 Pipe	LF	702	\$40.00	\$ 28,080.00
16	15" ADS N-12 Pipe	LF	145	\$35.00	\$ 5,075.00
17	18" ADS End Section	Each	1	\$150.00	\$ 150.00
18	15" ADS End Section	Each	2	\$150.00	\$ 300.00
19	10" Valley Gutter	SY	94	\$63.00	\$ 5,922.00
20	Sign, W14-2 ("NO OUTLET")	Each	1	\$350.00	\$ 350.00
21	Type III Barricade	Each	2	\$500.00	\$ 1,000.00
22	4' x4' Erosion Control Mat	Each	3	\$165.00	\$ 495.00
23	Install Silt Fence	LF	961	\$2.50	\$ 2,402.50
24	Stabilized Construction Entrance	Each	1	\$1,000.00	\$ 1,000.00
25	Seeding (incl. fertilizer & mulching)	Acre	0.6	\$1,500.00	\$ 900.00
26	Construction Stacking	LS	1	\$7,260.00	\$ 7,260.00
TOTAL				\$ 559,170.20	

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

CONTRACTOR
APAC, Kansas, Inc., Shear Division
ADDRESS:
P.O. Box 668
CITY: Dodge City
STATE: Kansas
ZIP: 67801

UNIT PRICE	CONTRACT AMOUNT
\$9,874.30	\$ 9,874.30
\$24.00	\$ 50,088.00
\$3,000.00	\$ 9,000.00
\$3,287.00	\$ 23,009.00
\$2,000.00	\$ 4,000.00
\$34.00	\$ 10,166.00
\$1,980.00	\$ 1,980.00
\$8,324.35	\$ 8,324.35
\$4.50	\$ 10,021.50
\$13.72	\$ 32,392.92
\$5.00	\$ 4,460.00
\$1,143.00	\$ 8,001.00
\$332.25	\$ 1,329.00
\$330.50	\$ 1,322.00
\$3,139.75	\$ 12,559.00
\$2,980.00	\$ 2,980.00
\$210.00	\$ 210.00
\$4,319.00	\$ 4,319.00
\$650.00	\$ 650.00
\$1,760.00	\$ 1,760.00
\$12,827.05	\$ 12,827.05
\$1,892.40	\$ 1,892.40
\$3.92	\$ 2,332.40
\$2.87	\$ 6,417.32
\$21.10	\$ 133,098.80
\$19.00	\$ 8,208.00
\$18.50	\$ 71,225.00
\$22.00	\$ 3,520.00
\$1.00	\$ 6,308.00
\$3.00	\$ 24,378.00
\$10.00	\$ 3,780.00
\$3,913.00	\$ 23,478.00
\$2,611.00	\$ 2,611.00
\$46.28	\$ 7,265.96
\$37.85	\$ 26,570.70
\$34.11	\$ 4,945.95
\$313.93	\$ 313.93
\$359.99	\$ 719.98
\$37.25	\$ 3,501.50
\$500.00	\$ 500.00
\$1,060.00	\$ 2,120.00
\$492.94	\$ 1,478.82
\$4.00	\$ 3,844.00
\$300.00	\$ 300.00
\$1,500.00	\$ 900.00
\$7,260.00	\$ 7,260.00
TOTAL \$ 556,242.88	

UNIT PRICE	CONTRACT AMOUNT
\$10,000.00	\$ 10,000.00
\$31.00	\$ 64,697.00
\$2,500.00	\$ 7,500.00
\$2,500.00	\$ 17,500.00
\$225.00	\$ 450.00
\$130.00	\$ 38,870.00
\$2,400.00	\$ 2,400.00
\$8,000.00	\$ 8,000.00
\$1.40	\$ 3,117.80
\$15.00	\$ 35,415.00
\$23.00	\$ 20,516.00
\$1,300.00	\$ 9,100.00
\$400.00	\$ 1,600.00
\$400.00	\$ 1,600.00
\$3,500.00	\$ 14,000.00
\$1,000.00	\$ 1,000.00
\$800.00	\$ 800.00
\$750.00	\$ 750.00
\$550.00	\$ 550.00
\$2,000.00	\$ 2,000.00
\$20,000.00	\$ 20,000.00
\$2,000.00	\$ 2,000.00
\$3.00	\$ 1,785.00
\$5.50	\$ 12,298.00
\$22.00	\$ 138,776.00
\$17.75	\$ 7,668.00
\$17.75	\$ 68,337.50
\$17.75	\$ 2,840.00
\$1.25	\$ 7,885.00
\$3.75	\$ 30,472.50
\$18.00	\$ 6,804.00
\$2,775.00	\$ 16,650.00
\$2,500.00	\$ 2,500.00
\$28.15	\$ 4,419.55
\$16.75	\$ 11,758.50
\$23.00	\$ 3,335.00
\$175.00	\$ 175.00
\$115.00	\$ 230.00
\$53.00	\$ 4,982.00
\$560.00	\$ 560.00
\$600.00	\$ 1,200.00
\$750.00	\$ 2,250.00
\$1.50	\$ 1,441.50
\$1,800.00	\$ 1,800.00
\$3,400.00	\$ 2,040.00
\$5,880.00	\$ 5,880.00
TOTAL \$ 597,953.35	

BID SECURITY N/A
START DATE N/A

BID SECURITY N/A
START DATE N/A

Total Sanitary Sewer	\$ 105,476.00	\$ 108,117.30	\$ 141,417.00
Total Waterline	\$ 96,002.00	\$ 88,328.77	\$ 98,448.80
Total Streets	\$ 357,692.20	\$ 359,796.81	\$ 358,087.55

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Corey Keller

Date: May 3, 2012

Subject: Polykart Purchase

Agenda Item: New Business

Recommendation: On April 25, 2012 three quotes were received for the purchase of two truckloads of 96 gallon polykarts. Based on the quotes receive staff would ask that the commission accept the quote from Toter Inc. in the amount \$62,308.00.

Background: This is the Sanitation Departments annual purchase of polykarts. The karts purchased this year will be used to continue the removal of dumpsters from alleys as well as provide trash service to new residents currently being built in Dodge City. Projected areas for dumpster removal are the Country Club area from Central Avenue to Crescent Drive. This will also include the streets of University, Plaza and Campus Drive. The streets from 14th avenue to 10th avenue from Spruce to Cedar will also be included in this conversion. Sanitation services in these areas require the use of both dumpster and polykart systems. By removing the dumpster from these areas it will reduce the amount of trucks needed to collect trash from the residents.

Justification: The Toter polykart has shown to be the best polykart for Dodge City. The karts come with a 10 year warranty and have been the most durable in our weather conditions. The quote received by Toter Inc. is not the lowest quote but they are the cheapest per kart at \$47.50. They are also offering more karts per truck load. At this time staff would recommend the purchase of the Toter polykarts.

Financial Considerations: There is \$80,000.00 budgeted for this purchase in the 2012 Sanitation Budget

Legal Considerations: None

Quotes Received

Toter Inc

1,248 Polykarts @ \$47.50 = \$59,280.00
Freight to Dodge City = \$ 3,028.00
Total Price **\$62,308.00**

Key Equipment

Otto Millennium Polykart

1,008 Polykarts @ \$48.50 = \$48,888.00
Freight to Dodge City = \$ 6,300.00
Total Price **\$55,188.00**

Downing Sales

Amerikart Versa Kart

1,200 Polykarts @ \$48.50 = \$58,200.00
Set up fee Hot Stamp = \$ 195.00
Freight to Dodge City = \$ 3,800.00
Total Price **\$62,195.00**