

CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers

Monday, July 20, 2015

7:00 p.m.

MEETING #5010

CALL TO ORDER

ROLL CALL

INVOCATION by Pastor Steve Olmond, First Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

National Day of the Cowboy 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).

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, July 6, 2015;
2. Appropriation Ordinance No. 14, July 20, 2015;
3. Cereal Malt Beverage Applications:
 - a. Saigon Café Bistro, 202 E Frontview St.;
 - b. I Don't Care Family Restaurant, 1510 W. Spruce St.;
 - c. Paramount Hospitality, 2700 W. Wyatt Earp Blvd.
4. Contract for Water Service for 3200 Avenue A;

ORDINANCES & RESOLUTIONS

Ordinance No. 3609: An Ordinance of the Governing Body of the City of Dodge City, Kansas, making Certain Findings as to the Advisability of Creating a Community Improvement District. Report by City Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Bid for Old City Hall Sidewalk and Retaining Wall. Report by Director of Engineering, Ray Slattery.
2. Approval of an Agreement for Public Transportation with Gray County. Report by Assistant to City Manager/Mobility Manager, Ernestor De La Rosa.

OTHER BUSINESS

ADJOURNMENT

**City of Dodge City
City Commission Meeting
July 20, 2015**

TO: City Manager and City Commission
SUBJECT: National Day of the Cowboy Proclamation
INITIATED BY: Convention & Visitors Bureau
AGENDA: Proclamations

Recommendation: approval of proclamation

Background: This is the 11th annual National Day of the Cowboy approved by the US Senate and in 10 states to date.

Justification: to recognize the American cowboy and the contribution to Dodge City's heritage as well as modern day culture and economy. This Proclamation has been presented and passed by both houses of the Kansas Legislature. Governor Sam Brownback came to Dodge City to sign the bill on Saturday, July 26, 2014 making Kansas the 8th state to recognize the 4th Saturday in July as National Day of the Cowboy in perpetuity.

The National Day of the Cowboy Organization also recognized Dodge City's work on preserving the Western way of life by awarding our community one of only 4 national awards, "The Cowboy Keeper Award" in 2014.

Financial Considerations: N/A

Purpose/Mission: the cowboy code of ethics embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism which are the basis of the City's Core Values.

Legal Considerations: N/A

Attachment: Proclamation

PROCLAMATION

Whereas pioneering men and women, recognized as cowboys, helped establish the American West;

Whereas that cowboy spirit continues to infuse this country with its solid character, sound family values, and good common sense;

Whereas the cowboy embodies honesty, integrity, courage, compassion, respect, a strong work ethic, and patriotism;

Whereas approximately 800,000 ranchers are conducting business in all 50 States and are contributing to the economic well being of nearly every county in the Nation;

Whereas rodeo is the sixth most-watched sport in the United States;

Whereas the cowboy is an American icon;

Whereas to recognize the American cowboy is to acknowledge the ongoing commitment of the United States to an esteemed and enduring code of conduct; and

Whereas the ongoing contributions made by cowboys to their communities should be recognized and encouraged:

Now, therefore, be it Resolved, that Dodge City and Ford County supports the Senate of the United States in their quest to designate the 4th Saturday in July each year, and this year designates July 25, 2015, as

National Day of the Cowboy

and encourages the people of Dodge City, Ford County and the United States to observe the day with appropriate ceremonies and activities.

IN WITNESS THEREOF, I have hereunto set my hand this 20th day of July, 2015.

Joyce Warshaw, Mayor

Attest:

Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, July 6, 2015

7:00 p.m.

MEETING #5009

CALL TO ORDER

ROLL CALL: Mayor Joyce Warshaw, Commissioners, Kent Smoll, Rick Sowers, Brian Delzeit. Commissioner Jan Scoggins was reported absent.

INVOCATION by Pastor Steve Olmond, First Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Ada Awareness 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).

Cathy Reeves – Quarterly update for the Dodge City Public Library

Kathy Frederking – President of the Teacher’s Hall of Fame. Talked about the Legend of Learning project, the School House behind the Teacher’s Hall of Fame. The ribbon cutting will be July 9th at 10:00 a.m. The school house behind the Teacher’s Hall of Fame was open on June 6th, 2015.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, June 15, 2015;
2. Appropriation Ordinance No. 13, July 6, 2015;
3. Cereal Malt Beverage Applications:
 - a. Ban Lao Restaurant, 102 W. Wyatt Earp Blvd.
 - b. Love’s Travel Stops, 1108 W. Wyatt Earp Blvd.
 - c. Wal-Mart Stores, Inc. 1905 N. 14th Avenue;
4. Approval of Change Order No. 1 for Application of Mastic One Patching;
5. Approval of Change Order No. 2 for 2014 Asphalt Street Project.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented. Commissioner Brian Delzeit seconded the motion. The motion carried 4-0.

ORDINANCES & RESOLUTIONS

Ordinance No. 3608: An Ordinance Declaring Dodge City Days as a Special Event was approved by Commissioner Rick Sowers, seconded by Commissioner Brian Delzeit. The motion carried 4-0.

Dan Schenkein, President of the Dodge City Chamber of Commerce spoke.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Commissioner Brian Delzeit moved to approve the Change Order No. 5 in the amount of \$77,457.52 from Smokey Hill, LLC for Trail Street Reconstruction -2nd Avenue to 14th Avenue. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.
2. Commissioner Kent Smoll moved to reject the bid from JAG Construction in the amount of \$88,586.00 for the 14th Avenue Erosion Improvements. Commissioner Rick Sowers seconded the motion. The motion carried 4-0.

OTHER BUSINESS

City Manager, Cherise Tieben:

- Fire Chief said the Fireworks show was very good and wanted to thank all who donated.
- Will be gone next week to Kansas City, will be available by phone.
- Staff will be paying special attention to areas in Dodge City to spruce up for Dodge City Days.

Commissioner, Kent Smoll

- Heard positive comments regarding the July 4th celebration. Start now for donations for the fireworks show next year. Heard on the radio that Dodge City was named the largest municipal fireworks show in the State.
- The big event, Dodge City Days, is right around the corner. It takes a lot of volunteers, encourage you to volunteer and be hospitable.
- Shop local and shop often.

Commissioner, Brian Delzeit

- A couple of weeks ago the Mayor presented the State of City address. Wants to compliment City staff for organizing the event and the information and the Mayor for the presentation. It was phenomenal and other organizations are adopting some of the information.
- Talked about going to the City west of Dodge City and observing several vehicles with Ford County tags. Again, encourages citizens to shop local to attract retailers to Dodge City.

Commissioner, Rick Sowers

- Wants information from Kevin Norton, Fire Chief, regarding the recent fire on Avenue B.
- Wants statistical information and why there was no fire alarms in the rental property.

Mayor, Joyce Warshaw

- Echo that the 4th of July weekend was wonderful. Citizens really behaved themselves.
- Talked about shopping local and stores track us and know where people shop. If we want more retail, we really need to support our local stores and restaurants.

Commissioner Kent Smoll – was driving down 14th Avenue and saw Jane Longmeyer picking up trash early in the morning. Commissioner Smoll thanked Jane for her role modeling. Joyce Warshaw also thanked Jane for all the time and effort she personally spends making Dodge City look beautiful.

ADJOURNMENT

Commissioner Brian Delzeit moved to adjourn the meeting. Commissioner Kent Smoll seconded the motion. The motion carried 4-0.

Mayor

ATTEST:

Nannette Pogue, City Clerk

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

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

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>Linda Hoanglam</u>	Phone No. <u>620-225-0682</u>	Date of Birth <u>04-06-84</u>
Residence Street Address <u>1304 Greenwood</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>my Lam</u>	Phone No. <u>"</u>	Date of Birth <u>07-20-82</u>
Residence Street Address <u>"</u>	City <u>"</u>	Zip Code <u>"</u>

SECTION 3 - LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Saigon Cafe Bistro</u>	Name
Business Location Address <u>202 E. Frontview Rd</u>	Address
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City State Zip
Business Phone No. <u>620-225-0682</u>	<input type="checkbox"/> I own the proposed business or special event location. <input checked="" type="checkbox"/> I do not own the proposed business or event location.
Business Location Owner Name(s) <u>Linda Hoanglam</u>	

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>7</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes Have <input checked="" type="checkbox"/> No Have Not
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

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

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-464469915F-01		
Name Leon Lee <i>Brenda K. Lee</i>	Phone No. 620-227-6683	Date of Birth 06/07/1957
Residence Street Address 10868 W Park	City Dodge City	Zip Code 67801
Applicant Spousal Information		
Spouse Name Brenda K Lee	Phone No. 620-227-6683	Date of Birth 04/11/1956
Residence Street Address 10868 W Park	City Dodge City	Zip Code 67801

SECTION 3 – LICENSED PREMISE					
Licensed Premise (Business Location or Location of Special Event)			Mailing Address (If different from business address)		
DBA Name I Dont Care Family Restaurant & Sports Bar, LLC			Name Leon Lee		
Business Location Address 1510 W Spruce			Address PO Box 997		
City Dodge City	State KS	Zip 67801	City Dodge City	State KS	Zip 67801
Business Phone No. 620-227-6683			<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.		
Business Location Owner Name(s):					

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>59</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**INDIVIDUAL/SOLE PROPRIETOR
APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES**

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

City or County of Dodge City

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required):			
Name <u>DHARMESH Bhakta</u>	Phone No. <u>620-801-4545</u>	Date of Birth <u>7-26-71</u>	
Residence Street Address <u>1610 W. Wyatt Earp</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>	
Applicant/Spouseal Information:			
Spouse Name <u>Priti Bhakta</u>	Phone No. <u>620-801-4545</u>	Date of Birth <u>3-19-73</u>	
Residence Street Address <u>1610 W Wyatt Earp</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>	

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name <u>2700 W. Wyatt Earp</u>	Name <u>Comfort Suites</u>		
Business Location Address <u>Paramount Hospitality</u>	Address <u>2700 W. Wyatt Earp</u>		
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>		
Business Phone No. <u>620-801-4545</u>	<input checked="" type="checkbox"/> I own the proposed business or special event location. <input type="checkbox"/> I do not own the proposed business or event location.		
Business Location Owner Name(s) <u>DHARMESH Bhakta</u>			

SECTION 4 - APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for _____ years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse ¹ has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Have Not Have
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

Memorandum

*To: City Manager
City Commissioners*

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

Date: July 16, 2015

*Subject: Contract for Water Service for 3200
Ave. A*

Agenda Item: Consent Calendar

Recommendation: Approve Contract for Water Service.

Background: The City has allowed County Residents located adjacent to waterlines to connect service lines once a contract has been approved between the City and the Resident/Property Owner.

Justification: By allowing these connections, the Residents have access to a potable water supply when their private wells quit working or have other issues, like contamination. The connection provides a safe supply of potable water for the Residents/Property Owners.

Financial Considerations: None, the Resident will be responsible for all the costs associated with the service connection. The cost of this service has been estimated to be approximately \$1,500. The Resident will pay the actual cost to install the service.

Purpose/Mission: The approval of this contract will insure that the County Resident has a good reliable source of potable water.

Legal Considerations: None

Attachments: Contract for Water Service

CONTRACT FOR WATER 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 _____, hereinafter referred to as

"Owner(s)", and who are the record Owner(s) of the following described property, located in Ford County, Kansas: Lot 9, Block 1, Kliesen Sub-division

Commonly Known As - 3200 Ave. A

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 water 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 water service provided to the premises described above, under the terms and conditions of this agreement, and, the City is willing to provide such water service under the terms and conditions of this agreement;

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

The Owners do hereby agree to accept public water 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 water system at such point or location. Should the City elect not to extend the water 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 water 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 water service is regulated by certain state agencies which have the legal right to regulate and restrict the City's ability to provide such public water services.

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

Owners further agree that they will pay public water rates as established by ordinance for (residential) (commercial) 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, petition the City to 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 and that Owners shall not withdraw this request for annexation. This request 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, and any attempt to make such assignment to any other person or entity shall automatically terminate this agreement.

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 water 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 water system is to be extended that all costs associated with such extension of said public water system to provide such water 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 water 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, meter and service line installation to the meter, along with filing fees shall be paid once installation is complete and prior to water service being turned on.

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 water service line from the point of connection to the City public water 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

SPECIAL CONDITIONS:

The Owner is paying for all necessary improvements to install a water service from their property to the City water main. The Owner will be responsible for paying filing costs of this document at the Ford County register of Deed's Office.

Contract for Water Service

Page 5

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 _____
Joyce Warshaw, Mayor

ATTEST:

Nannette Pogue, City Clerk

Dated this _____ day of _____, _____.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of _____, A.D. _____, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came, ~~Rick Sowers~~ ^{Joyce Warshaw} IF, 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 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:

Mary D. Schaffer

(Owner(s) Signature)

(Printed Owner(s) Name(s) Mary Bea Schaffer

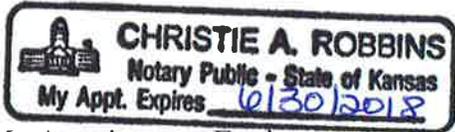
DATED this 10th day of July, 2015.

STATE OF KANSAS, FORD COUNTY, ss:

BE IT REMEMBERED, that on this 10th day of July, A.D. 2015, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Mary Bea Schaffer

Who are personally known to me to be the same person(s) who executed the within instrument of writing and such person(s) 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.



My Appointment Expires: 6/30/2018

Christie A. Robbins
Notary Public

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue, Finance Director/City Clerk
Date: July 16, 2015
Subject: Ordinance – McDonalds CID
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend approval of Ordinance No. 3609.

Background: A petition was filed by DCM limited II, LLC, owners of the Village Square Mall, so that the McDonalds which will be located in the north east part of the current mall parking lot can enact a ½ cent sales tax in the Community Improvement District. That petition was accepted at the April 6th City Commission meeting. At that same meeting, Resolution No. 2015-10 was approved that set a public hearing to consider a Community Improvement District (CID) for that property which McDonalds will be on and enact an additional ½% sales tax. The public hearing was held on May 4th. At that public hearing there were no comments from the public.

Ordinance No. 3609 creates a Community Improvement District (CID) for the property that includes the future McDonalds restaurant in the corner of the Village Square Mall and enacts an additional ½% sales tax.

The additional ½% sales tax collected by McDonalds for a period of not to exceed 22 years will be used to pay for street, drainage, curb and gutter and other improvements at the McDonalds site.

Justification: The Community Improvement District is an economic development tool authorized by the State of Kansas that allows eligible construction costs to be reimbursed to the developer or to the City.

Financial Considerations: None

Purpose/Mission: On-going Improvement. Together we value progress, growth and new possibilities by providing and preparing for the community's future.

Legal Considerations: All policies are according to State Statutes

Attachments: Ordinance No. 3609.

ORDINANCE NO. 3609

AN ORDINANCE OF THE GOVERNING BODY OF THE CITY OF DODGE CITY, KANSAS, MAKING CERTAIN FINDINGS AS TO THE ADVISABILITY OF CREATING A COMMUNITY IMPROVEMENT DISTRICT.

WHEREAS, pursuant to the provisions of the Community Improvement District Act, K.S.A. 12-6a26 et seq. (the “Act”) cities are authorized to establish community improvement districts, to authorize the performance of community improvement district projects, and to authorize the financing of such projects from the imposition of a community improvement district sales tax to be levied on the sale of tangible personal property or rendering or furnishing of taxable services within the proposed community improvement district in accordance with the Act; and

WHEREAS, the Governing Body of the City of Dodge City, Kansas determined to consider the advisability of creating a community improvement district as described in a petition (the “Petition”) filed for the establishment of a community improvement district in accordance with the Act, a copy of which is attached hereto as Exhibit A; and

WHEREAS, the Petition was signed by the owners of record of more than fifty-five percent (55%) of the total land area and total assessed value of property within the proposed community improvement district; and

WHEREAS, pursuant to the Act, the Governing Body of the City of Dodge City, Kansas, by Resolution No. 2015-10, adopted on April 6, 2015, directed that a public hearing be held to consider the advisability of creating a community improvement district and requiring the City Clerk to give notice of such public hearing as set forth in the Act; and

WHEREAS, the Governing Body of the City of Dodge City, Kansas hereby finds and determines it to be advisable to create the proposed community improvement district, authorize the project, approve the estimated cost of the project, set forth the boundaries of the district, levy the community improvement district sales tax, and approve the method of financing.

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

Section 1. Authorization of the Project. The project set forth in Exhibit B, attached hereto and incorporated herein by reference, is hereby authorized.

Section 2. Approval of the Estimated Cost of the Project. The estimated cost of the project, Three Hundred Eighty Thousand Dollars (\$380,000.00), is hereby approved.

Section 3. Legal Description and Map of District. The community improvement district created hereunder is described and depicted in a legal description and map exhibit, attached hereto, and incorporated herein by reference, in Exhibit C and Exhibit D, respectively.

Section 4. Levy of Community Improvement District Sales Tax. A one-half percent (1/2%) community improvement district sales tax is hereby levied within the community improvement district in accordance with the Act on the sale of tangible personal property or rendering or furnishing of taxable services within the community improvement district.

Section 5. Approval of Method of Financing. The proposed method of financing for the community improvement district by pay-as-you-go financing, the issuance of special obligation bonds/notes, or a combination of these two methods, is hereby approved.

Section 6. Effective Date. This ordinance shall take effect from and after its passage by the Governing Body of the City of Dodge City, Kansas and publication in the official City newspaper. This ordinance shall also be filed in the Office of the Register of Deeds in Ford County, and a copy of this ordinance shall be provided to the Director of Taxation of the State of Kansas in accordance with the Act.

ADOPTED by the Governing Body of the City of Dodge City, Kansas on this 20th day of July, 2015.

Mayor

ATTEST:

City Clerk

Memorandum

*To: City Manager
City Commissioners*

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

Date: July 16, 2015

*Subject: Bids for Old City Hall Sidewalk &
Retaining Wall ST 1505*

Agenda Item: New Business

Recommendation: Approve proposal from JAG Construction Co., for the reconstruction of the Sidewalk & Retaining Wall at Old City Hall in the amount of \$64,109.91.

Background: This project is part of the refurbishment of Old City Hall along with the private renovations being done by Boot Hill Distillery to the building. Since the building is on the State's Historical List the plans were approved by the State's Historical Society. A start date was not indicated, but the project has to be completed by December 24, 2015.

Justification: This project will improve the safety of the site and complete the improvements of this historical site.

Financial Considerations: The construction of the Sidewalk & Retaining Wall at Old City Hall will cost \$64,109.91. Funding of this project will be from the Special Streets Funds. The bid from JAG Construction Co. is 6.4% above the Engineer's Estimate. There are funds available to cover the added cost.

Purpose/Mission: This project completes the ongoing improvements to the site. It will also ensure the safety of the site to the tourists and clientele of Boot Hill Distillery.

Legal Considerations: By approving the bid with JAG Construction Co., the City will enter into a contract and be responsible to make payments to JAG construction Co., for the completed work.

Attachments: The bid tabulation for JAG Construction Co. and Brak-Hard Concrete Construction Co., which includes the Engineers' Estimate.

Memorandum

To: City Commission

From: Ernestor De La Rosa, Assistant to the City Manager/Mobility Manager

Date: July 20, 2015

Subject: Gray County's Interlocal Agreement

Recommendation: Staff recommends approval of the Interlocal Agreement with Gray County, which would provide door-to-door Demand Response public transportation for the general public in Gray County.

Background: City staff has been working with Gray County on this Agreement to provide door-to-door Demand Response public transportation. Dodge City and Gray County believe that with aging rural populations, transportation becomes one of the primary issues determining whether people can remain in their homes or be forced to move in order to be near the services they need. In order to provide Gray County residents with much needed transportation services we are outlining a service model to establish – in collaboration with Gray County government – the following service approach:

Door-to-Door Demand Response Service

- Type of Service: Door-to-Door Service; reservations required 24 hours in advance. Available to the General Public for any trip purpose.
- Service Area: Service will be provided within Gray County and to Dodge City and Garden City. The service outside Gray County will be scheduled at least one day per week, and may be more frequent based on demand.
- Service Hours: To be determined – must be within the limits of Dodge City Public Transportation's operating hours, expected to be 6 am – 6 pm Monday through Friday.
- Vehicle Types: Rampant-accessible Minivan for countywide service.

With this type of service, Gray County residents are able to make appointments at times of their own choosing, make multiple stops if they wish, and return home when they are ready. We anticipate that many of the rides provided will be from rural homes to locations in towns such as Cimarron, Ensign, Montezuma, Copeland and Ingalls. Whether it is a weekly appointment at the hair salon, a

trip to the grocery store or a medical appointment, Gray County residents will be able to get where they want to go, and live in their homes longer with a greater sense of independence.

Justification: Dodge City Public Transit with the assistance of Gray County's liaison is well suited to provide the services necessary to carry out this project. Dodge City Public Transit has the experience and background required and the support background to insure successful development of this project.

Financial Considerations: Financial consideration to be paid by Gray County will be dependent upon funding received from the state and federal grant funds administered by KDOT. Moreover, Gray County also agrees to pay Dodge City, a share of capital equipment acquisition and annual operating, dispatch and administrative expenses costs not reimbursed by KDOT grant funding. Gray County will be responsible for all costs associated with their services and will also help offset costs for the Mobility Manager and the dispatch contract.

Purpose/Mission: This project is consistent with the City's core purpose of Ongoing Improvement as it expands regional transportation services to enhance our local economy and provide an enhanced quality of life for our region citizens.

Legal Considerations: Both the City of Dodge City and Gray County Commissions must approve the Interlocal Agreement. The Interlocal Agreement has been reviewed and revised by the City Attorney.

Attachments: Gray County's Interlocal Agreement.

AGREEMENT

THIS AGREEMENT (this “Agreement”) made and entered into on the 20th day of July, 2015, by and between the CITY OF DODGE CITY, KANSAS (“DODGE CITY”), a municipal corporation, and GRAY COUNTY, KANSAS (“GRAY COUNTY”), a governmental entity.

The purpose of this Agreement is to identify the responsibilities to be assumed by the parties hereto in connection with Dodge City Public Transportation Service providing door-to-door Demand Response public transportation (the “Service”) for eligible passengers in GRAY COUNTY. Financial consideration to be paid by GRAY COUNTY as set forth herein will be dependent upon funding received from state and federal grant funds administered by the Kansas Department of Transportation (“KDOT”) pursuant to a separate agreement entered into by KDOT and DODGE CITY, on the 1st day of July, 2015.

WHEREAS, GRAY COUNTY, in collaboration with the Kansas Department of Transportation’s Public Transit program and the City of Dodge City desires to establish a rural transit system to provide public transportation services for the elderly, disabled and general public of Gray County; and,

WHEREAS, DODGE CITY operates public transportation services for elderly, disabled and general public clientele; and,

WHEREAS, DODGE CITY is willing to provide public transportation for the elderly, disabled and general public in GRAY COUNTY; and,

WHEREAS, GRAY COUNTY is willing to contribute funds to pay all local match costs associated with acquisition of public transportation vehicle(s) to be used in providing service to GRAY COUNTY, and the annual operating, dispatch and administrative expenses for providing the Service for residents of GRAY COUNTY.

NOW, THEREFORE, in consideration of the terms and conditions set forth below, the parties agree as follows:

1. DOOR-TO-DOOR DEMAND RESPONSE PUBLIC TRANSPORTATION DODGE CITY agrees to operate public transportation vehicle(s) providing door-to-door demand response service (the “Service”) to the general public in GRAY COUNTY by reservation only. Reservations will be made by calling 877-323-3626 and must be made at least twenty-four (24) hours in advance of the requested transportation. Dispatch of the Service will be accomplished in accordance with DODGE CITY’s dispatching agreement with the Finney County Committee on Aging and Finney County Transit.
2. TERMS OF SERVICE
 - (a) Hours of Operation and Holidays – The hours of operation will be determined by GRAY COUNTY, and will be within DODGE CITY’s normal operating hours,

Monday through Friday. The Service will not be provided on weekends or holidays. Holiday closures will be determined by DODGE CITY in consultation with GRAY COUNTY. A list of holiday closures for State Fiscal Year 2016 appears in Attachment A.

- (b) Weather Related Closures - GRAY COUNTY understands that when DODGE CITY experiences weather related closings, the Service may not be provided at DODGE CITY's discretion. GRAY COUNTY reserves the right to determine when the Service will not be provided as a result of weather related and/or road conditions in GRAY COUNTY.
 - (c) Service Area – The Service will be provided within Gray County and to Dodge City and Garden City. The Service outside Gray County will be scheduled at least one (1) day per week, and may be more frequent based on demand.
 - (d) Name of Service – The Service shall be named “Gray County Transit a service of R-Tran” and this name shall be displayed on vehicles and in marketing materials.
 - (e) Advertising and Marketing – DODGE CITY will be responsible for meeting KDOT minimum requirements for a monthly advertisement in GRAY COUNTY general distribution newspapers and an annual advertisement of Gray County Transit services in the Yellow Book under the category of “Transportation Service Providers”. Expenses for these required advertisements shall be paid through the KDOT approved budget for Advertising in the 5311 Grant. GRAY COUNTY shall be responsible for any additional media advertising, marketing materials and supplies, including responsibility for getting KDOT approval of the materials and meeting FTA procurement requirements. Marketing expenditures are limited to the remaining budget allocations awarded by KDOT in the 5311 Grant. Any expenses in excess of the KDOT approved budget will be solely at GRAY COUNTY'S expense.
 - (f) Fare Structures, Fare Revenues and Fiscal Operations – GRAY COUNTY shall establish and publish fare structures for the Service, subject to approval by KDOT prior to implementation. All fare revenue will be exclusively managed by Dodge City Public Transportation, and shall be reported to KDOT as required by the 5311 Grant regulations. Fiscal operations will be managed by DODGE CITY.
 - (g) Rules and Regulations – GRAY COUNTY understands that DODGE CITY shall follow all rules and regulations set out by KDOT or the 5311 Grant program in the operation of the Service in GRAY COUNTY.
 - (h) Passenger Policies and Guidelines – GRAY COUNTY, in consultation with DODGE CITY, shall adopt the passenger policies and guidelines, subject to the approval of DODGE CITY in providing the Service in GRAY COUNTY.
 - (i) Annual Service Review - On a periodic basis, at least annually, GRAY COUNTY and DODGE CITY, or their designated agents, shall meet to discuss the efficiency of the Service as provided in GRAY COUNTY, and whether the terms of services are meeting the transportation needs of the general public in GRAY COUNTY.
3. FINANCIAL CONTRIBUTION OF GRAY COUNTY. Annually, prior to submittal of the 49 U.S.C.5311 grant (the “5311 Grant”) application to KDOT, GRAY COUNTY and DODGE CITY shall review and agree upon a budget based on projected services related to

the requested 5311 Grant. This will include a detailed description of operating, dispatch, administrative, and capital expenses. The Service will not continue in the absence of an agreed budget.

GRAY COUNTY agrees to pay to DODGE CITY, a share of capital equipment acquisition and annual operating, dispatch and administrative expenses, as follows:

- (a) In years in which GRAY COUNTY and DODGE CITY agree to acquire capital equipment to be used in providing the Service to GRAY COUNTY, GRAY COUNTY shall reimburse DODGE CITY an amount equal to all equipment acquisition costs not reimbursed by KDOT grant funding.
- (b) GRAY COUNTY shall designate a liaison (the "Liaison") to facilitate the working relationship between GRAY COUNTY and DODGE CITY in matters related to the Service. Reasonable expenditures associated with the Liaison will be included in the Administration section of the budget submitted with the 5311 Grant application. The Liaison shall submit an invoice to DODGE CITY for services related to the Service. DODGE CITY shall submit Liaison expenditures to the 5311 Grant for reimbursement, and include in the monthly invoice to GRAY COUNTY any portion not reimbursed through the 5311 Grant.
- (c) Each month DODGE CITY will submit an invoice to GRAY COUNTY for the relevant capital equipment, operating, dispatch and administrative (including the Liaison) expenses. GRAY COUNTY shall reimburse DODGE CITY for the local match portion of said capital equipment, operating, dispatch and administrative expenses not reimbursed by KDOT through the 5311 Grant. GRAY COUNTY shall also reimburse DODGE CITY for the relevant administrative costs not paid by KDOT through the Administration portion of the 5311 Grant. The expected capital equipment, operating, dispatch and administrative expenses will be contained in the budget GRAY COUNTY and DODGE CITY agree upon prior to submitting the 5311 Grant each year (see Section 2 above).
 - i. If operating, dispatch or administrative expenses exceed or are anticipated to exceed budgeted amounts, DODGE CITY will notify GRAY COUNTY of this situation. DODGE CITY shall submit a supplemental request to KDOT to cover the additional expenses, and notify GRAY COUNTY with a copy of the request.
 - ii. If KDOT does not provide supplemental operating, dispatch or administrative funds, DODGE CITY shall notify GRAY COUNTY within seven (7) days of KDOT's decision and both GRAY COUNTY and DODGE CITY agree to meet and mutually determine budget and service adjustments including potential reductions in the Service, additional reimbursement by GRAY COUNTY and expense reductions by DODGE CITY.
- (d) The payment made by GRAY COUNTY to DODGE CITY for capital equipment, operating, dispatch and administrative expenses shall be made within thirty (30) days of submission of an accounting from DODGE CITY to GRAY COUNTY for the previous month's capital equipment, operating, dispatch and administrative expenses.

- (e) If either party terminates this Agreement, for any reason, DODGE CITY will not be required to repay or reimburse GRAY COUNTY, nor be responsible in any other manner, for any expenditure made by GRAY COUNTY for equipment acquisition costs.
- (f) DODGE CITY shall provide GRAY COUNTY all financial and operating reports reasonably requested by GRAY COUNTY that relate to the Service for which the financial contributions set forth herein are to be made by GRAY COUNTY.

4. OPERATION OF TRANSPORTATION SERVICES. The Service will be under the exclusive direction and control of DODGE CITY. Material operational changes shall be presented to GRAY COUNTY and DODGE CITY, and shall be subject to approval by same at least ninety (90) days prior to the annual KDOT grant submission deadline. Material operational changes including, but not limited to, additional vehicles(s) and/or expansion of service area may result in increased costs to GRAY COUNTY. In the event the 5311 Grant is not sufficient to meet the budget agreed to by GRAY COUNTY and DODGE CITY, GRAY COUNTY and DODGE CITY shall meet to consider service changes and possible changes in billing to GRAY COUNTY. If GRAY COUNTY opts to proceed with changes not funded by the 5311 Grant, GRAY COUNTY will be responsible for all such costs with billing occurring outside of the 5311 Grant.

In order to appropriately manage costs associated with the Service provided in GRAY COUNTY, the vehicle(s) utilized to provide the Service to GRAY COUNTY will be garaged in an agreed upon location in GRAY COUNTY, fuel purchases will be made in GRAY COUNTY, and when prudent, DODGE CITY will employ driver(s) residing in GRAY COUNTY to provide the Service.

DODGE CITY provides “general public transportation” as defined by 49 U.S.C. 5311. Demand Response service is provided on a first-come first-served basis, and no prioritizing of rides is permitted.

5. INSURANCE. DODGE CITY will maintain or cause to be maintained insurance with respect to the Service and its operation covering such risks that are of an insurable nature and of the character customarily insured against by municipalities operating similar endeavors and in such amounts as are reasonable in the judgment of DODGE CITY.
6. TERM. The term of this Agreement begins on the date of approval by both parties, and ends on June 30, 2016. Thereafter, the term of this Agreement will automatically renew for annual terms from July 1st to June 30th of each year, unless this Agreement is terminated by either party as provided in Section 8 below.
7. GRANT FUNDING. The obligation of GRAY COUNTY to pay DODGE CITY, pursuant to Section 2 of this Agreement, is dependent upon DODGE CITY annually receiving state and federal grant funding from KDOT for the specific purpose intended by this Agreement. Should DODGE CITY not receive sufficient 5311 Grant funding for any fiscal year, DODGE CITY may terminate this Agreement by giving notice as set forth in Section 8 of this Agreement.

8. TERMINATION. Either party may terminate this Agreement, for any reason, by providing the other party written notice of termination not less than ninety (90) days prior to the end of the initial or any renewal term.
9. DRIVERS. DODGE CITY will provide driver(s) for the vehicle(s). The driver(s) will be employees of DODGE CITY and will abide by policies of DODGE CITY. DODGE CITY will be solely responsible to supervise and discipline the driver(s).
10. SEVERABILITY. If any clause or provision herein is adjudged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it will not affect the validity of any other clause or provision, which will remain in full force and effect.
11. GOVERNING LAW. In the event of any dispute arising under this Agreement, it is agreed between the parties that the law of the State of Kansas will govern the interpretation, validity and effect of this Agreement.
12. DEFAULT. Should a party fail to meet its obligations under this Agreement, the other party may give written notice of default. Should the defaulting party fail to cure the default within thirty (30) days of any written notice, the non-defaulting party may declare this Agreement to be immediately terminated by serving a written notice of termination on the other party.
13. NON-APPROPRIATION OF FUNDS. In the event sufficient funds are not budgeted and appropriated by GRAY COUNTY for payments required under Section 2 above, either GRAY COUNTY or DODGE CITY may terminate this Agreement at the end of the fiscal year in which funds were last budgeted and appropriated for payments. A party to this Agreement shall notify the other party at least ninety (90) days prior to the expiration of the current fiscal year, if funds are not going to be available during the ensuing term for the payments required by this Agreement by reason of non-appropriation of funds.
14. EFFECTIVE DATE. This Agreement shall take effect upon its approval by the governing body of each party.
15. GENERAL COVENANTS.
 - (a) All notices which are required or which may be given hereunder shall be considered as properly given if delivered in writing, personally, or sent by certified mail, postage prepaid, and addressed as follows:

(1) If to DODGE CITY: Dodge City Parks & Recreation Director
806 N. Second Avenue
PO Box 880
Dodge City, Kansas 67801

(2) If to GRAY COUNTY: Gray County Commission Chair
Box 487
Cimarron, Kansas 67835-0487

Notices served by mail will be deemed to have been given on the date on which such notice is deposited in the United States mail.

- (b) This document incorporates all of the obligations, agreements, and understandings of the parties, and there are no oral agreements or understandings between the parties concerning the purpose covered by this Agreement.
 - (c) This Agreement may be amended, changed, and/or modified, only upon the written consent of both parties.
 - (d) This Agreement will be binding upon and inure to the benefit of the parties hereto, their respective heirs, and personal representatives and permitted assigns, subject to approval of the governing bodies of the parties.
 - (e) This Agreement is to be construed in accordance with the laws of the State of Kansas.
16. AUTHORITY. Both parties warrant and represent by the execution of this Agreement that this Agreement has been approved by its governing body and by its legal counsel; that the execution, delivery, and performance of this Agreement by such party has been authorized by resolution duly adopted by its governing body; and that this Agreement constitutes a legal, valid, and binding obligation of such party and enforceable in accordance with its provisions.

IN WITNESS WHEREOF, the parties hereto have approved and signed this Agreement the day and year indicated below.

CITY OF DODGE CITY, KANSAS

Date

By _____
JOYCE WARSAW, Mayor

ATTEST:

Nannette Pogue, City Clerk

GRAY COUNTY COMMISSION

Date

By _____
GLENN OYLER, Chair

ATTEST:

ASHLEY ROGERS, County Clerk

Approved by the Attorney General of the State of Kansas on the _____ day of _____, 2015.

By: _____
Assistant Attorney General

Attachment A

Holiday Closures SFY 2016

(July 1, 2015 – June 30, 2016)

Friday, July 3, 2015	4 th of July Holiday – Closed
Monday, September 7, 2015	Labor Day - Closed
Wednesday, November 11, 2015	Veterans Day - Closed
Thursday, November 26, 2015	Thanksgiving - Closed
Friday, November 27, 2015	Day after Thanksgiving – Closed
Thursday, December 24, 2015	Christmas Eve - Close at 1:00 pm ¹
Friday, December 25, 2015	Christmas Day - Closed
Thursday, December 31, 2015	New Year’s Eve - Close at 1:00 pm ¹
Friday, January 1, 2016	New Year’s Day – Closed
Monday, January 18, 2016	Martin Luther King, Jr. Holiday – Closed
Monday, May 30, 2016	Memorial Day - Closed

¹ Tentative pending holiday closure decision by City of Dodge City.