

CITY COMMISSION AGENDA

City Hall Commission Chambers

Monday, July 1, 2013

7:00 p.m.

MEETING #4927

CALL TO ORDER

ROLL CALL

INVOCATION: by Pastor Kirk Larson of Grace Community Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

VISITORS

Dodge City Public Library Quarterly Report: Cathy Reeves.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, June 17, 2013
2. Appropriation Ordinance No. 13, July 1, 2013;
3. Cereal Malt Beverage License Applications;
 - (a) Saigon Café Bistro, 202 E. Frontview St., Dodge City, KS 67801
 - (b) Walmart Store, 1905 N. 14th Avenue, Dodge City, KS 67801

ORDINANCES & RESOLUTIONS

Ordinance No. 3565: An Ordinance repealing Ordinance No. 3564 in its entirety and replacing it with an Ordinance Annexing to the City of Dodge City the Described Property, (Love's Travel Stop) In Accordance with K.S.A. 12-520 ET.SEQ; and providing for the Zoning Thereof. Report by Director of Developmental Services, Dennis Veatch.

Ordinance No. 3566: An Ordinance of the City of Dodge City Amending the Official Zoning Map of the City, changing the property known as 1209 E. Trail Street from I-2, Heavy Industrial to I-1, Light Industrial. Report by Director of Developmental Services, Dennis Veatch.

Ordinance No. 3567: An Ordinance Amending the 2000 Dodge City Zoning Ordinance to add Wind Energy Conversion Systems as a Conditional Use in all Zoning Districts. Report by Director of Developmental Services, Dennis Veatch.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of the Airport Hanger Lease with Crotts Aircraft. Report by City Manager, Ken Strobel.
2. Appointment to the Convention Visitors Bureau Board. Report by Director of Public Information, Jane Longmeyer.
3. Approval of Concrete Street Reconstruction Project of Spruce Street from Westlawn Drive to Gardner Avenue. Report by Director of Engineering, Ray Slattery.
4. Extension of the Notice Provisions under Venu Works Contract. Report by City Manager, Ken Strobel.

OTHER BUSINESS

EXECUTIVE SESSION

1. Land Acquisition

ADJOURNMENT

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers

Monday, June 17, 2013

7:00 p.m.

MEETING #4925

CALL TO ORDER

INSTALLATION OF NEW COMMISSIONER

Jim Lembright was installed as the New Commissioner

ROLL CALL: Mayor Kent Smoll, Commissioners, Jim Lembright, Joyce Warshaw, Rick Sowers, and Brian Delzeit.

INVOCATION by Pastor Joshua Middlebrooks of Bible Baptist Church

PLEDGE OF ALLEGIANCE

PETITIONS & PROCLAMATIONS

Rick Sowers moved and Commissioner Brian Delzeit seconded the motion to accept the Annexation Petition for Love's Travel Stop. The motion carried unanimously.

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).

Jeannie Zortman with Puzzle Piece Ranch, bringing awareness of employment for adults with Autism, and spoke regarding a conference coming to Dodge City on July 23 – 24.

Debbie Snapp - representing a group of people who are working on a Water Park.

Presentation of Plaque for Years of Service Award - Presented to Nancy Sherer for all of the many years of service Commissioner Jim Sherer gave to the City of Dodge City and the Community.

PUBLIC HEARING

Mayor Kent Smoll opened the Public Hearing considering the Establishment of a Rural Housing Incentive District and Adoption of a Development for Summerlon Phase V Project, represented by Special Projects Assistant Leslie Lomas and Dr. Lane Dameron, the Developer.

The City Commission took a 5 minute break.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, June 3, 2013;
2. Appropriation Ordinance No. 12, June 17, 2013;
3. Cereal Malt Beverage License;
 - (a) Loves Travel Stops & Country Stores, Inc., 400 E. Wyatt Earp Blvd
 - (b) El Charro of Dodge City, 1209 W. Wyatt Earp Blvd.
4. Approval of Change Order No. 1, of Barham Drainage Improvements.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented; Commissioner Jim Lembright seconded the motion. The motion carried unanimously.

ORDINANCES & RESOLUTIONS

Ordinance No. 3563: An Ordinance of the City Commission of the City of Dodge City, Kansas, Authorizing the Issuance of its Special Obligation Revenue Bonds (Summerlon Phase III-S1 Project) for the purpose of Financing certain costs relating to a Rural Housing Incentive District; Authorizing and Approving the Execution of Certain Documents in Connection with the Issuance of Such Bonds and Authorizing Certain Other Actions in Connection with Issuance of Such Bonds approved on a motion by Commissioner Brian Delzeit; motion was seconded by Commissioner Rick Sowers .The motion carried unanimously.

Ordinance No. 3563: An Ordinance annexing to the City of Dodge City the Described Property, (Love’s Travel Stop) In Accordance with K.S.A. 12-520 ET.SEQ; providing for the Zoning Thereof and the notice of a Public Hearing was approved on a motion by Commissioner Jim Lembright, seconded by Commissioner Rick Sowers. The motion carried unanimously.

UNFINISHED BUSINESS**NEW BUSINESS**

1. Approval of Minor Plat of Trent Subdivision was approved on a motion by Commissioner Rick Sowers, seconded by Commissioner Joyce Warshaw. The motion carried unanimously.
2. Pursuant to Section 2(i) of Senate Substitute for House Bill 2052 which authorizes the carrying of Concealed Weapons in state and municipal buildings; City Commissioner Brian Delzeit moved to approve sending a letter to the Attorney General requesting the exemption of all City buildings from the requirements of said bill. Commissioner Joyce Warshaw seconded the motion. The motion carried 4 – 1 Commissioner Jim Lembright opposed.
3. Approval for the filing of a Declaratory Judgment Action seeking clarification of certain statutory wording of the Rural Housing Incentive District Act and authorizing the Mayor to sign the Verified Petition on behalf of the City was approved on a motion by Commissioner Rick Sowers. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

4. Commissioner Rick Sowers moved to approve the Bids from Municipal Supply in the amount of \$60,658.00 and HD Supply Waterworks in the amount of \$54,799.00, Hajoca Corp in the amount of \$2,399.76, D-C Wholesale in the amount of \$5,431.72 and Wichita Win Water in the amount of \$10,067.00 with a total of \$133,355.48 for Utility Department Supplies. Commissioner Jim Lembright seconded the motion. The motion carried unanimously.
5. Discussion on the repair or replacement of the City outdoor Pool Heater, Amy Harvey, Parent; spoke about the heater in Swimming Pool. Commissioner Kent Smoll suggested the money to be raised by the YMCA. Mark Masik, spoke about the pool and promoting Dodge City to professionals. The pool is one of the Quality of Life issues. Commission directed staff to get more specific estimates on the pool heater, wants more information and discussed in the 2014 budget. Randy will come back to meeting on July 1.

OTHER BUSINESS

City Manager, Ken Strobel:

- Thanked the Commission for allowing him time to vacation.

Assistant City Manager, Cherise Tieben:

- Public Officials Exchange, June 24 at 6:00 p.m. - needs RSVP; and
- Business Appreciation Luncheon and Resource Fair on June 26, wants to know who will be able to attend.

Director of Public Information, Jane Longmeyer;

- Reported on behalf of Fireworks Committee - worked with Wendy's for benefit proceeds of \$774.21.

Commissioner, Joyce Warshaw:

- Reiterate the need for activities for children in the Community;
- Commented on Jeannie Zortman's presentation.

Commissioner, Rick Sowers:

- Sales Tax Report – Year to Date 2.9% ahead of same time period last year.

Mayor, Kent Smoll

- Last Friday was on a conference call regarding immigration - purpose was to discuss effect on local community;
- Still time to donate to Fireworks;
- Sales Tax – Talked about going outside the community to shop; continue to shop local.

ADJOURNMENT

Commissioner Rick Sowers moved to adjourn the meeting; Commissioner Jim Lembright seconded the motion. The motion carried unanimously.

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 Ford

SECTION 1 - LICENSE TYPE	
Check One: <input type="checkbox"/> New License <input checked="" type="checkbox"/> Renew License <input type="checkbox"/> Special Event Permit	
Check One:	
<input 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 licensee's premises.	

SECTION 2 - APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required):		
Name <u>My Lam</u>	Phone No. <u>(620) 430-2004</u>	Date of Birth <u>07/30/82</u>
Residence Street Address <u>1304 Greenwood Ave</u>	City <u>Dodge City</u>	Zip Code <u>67801</u>
Applicant Spousal Information		
Spouse Name <u>Linda Hoanglan</u>	Phone No. <u>Same</u>	Date of Birth <u>04/04/84</u>
Residence Street Address <u>1304 Greenwood Ave</u>	City <u>Dodge City</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>Saigon Cafe Bistro LLC</u>	Name		
Business Location Address <u>202 E. Frontview St.</u>	Address		
City <u>Dodge City</u>	State <u>Ks</u>	Zip <u>67801</u>	City
Business Phone No. <u>(620) 225-0682</u>		<input checked="" type="checkbox"/> I own the proposed business or special event location.	
Business Location Owner Name(s) <u>My Lam Linda Hoanglan</u>		<input type="checkbox"/> I do not own the proposed business or event location.	

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>4</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

153242

CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or County of Dodge City

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

SECTION 2 - APPLICANT INFORMATION			
Kansas Sales Tax Registration Number (required): 004-710415188F-02			
Name of Corporation Wal-Mart Stores, Inc.		Principal Place of Business Bentonville, AR 72716-0500	
Corporation Street Address 702 SW 8th Street		Corporation City Bentonville	State AR Zip Code 72716
Date of Incorporation 10/31/1969		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name The Corporation		Phone No. 417-569-8528	
Residence Street Address 515 South Kansas Ave		City Topeka	State KS Zip Code 66603

SECTION 3 - LICENSED PREMISE			
Licensed Premise (Business Location or Location of Special Event)		Mailing Address (If different from business address)	
DBA Name Walmart #372		Name Wal-Mart Stores, Inc	
Business Location Address 1905 N 14th Ave		Address 702 SW 8th Street	
City Dodge City	State KS	City Bentonville	State AR
Zip 66611		Zip 72716-0500	
Business Phone No. 620-225-3917		<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.	
Business Location Owner Name(s) Wal-Mart Stores, Inc.			

SECTION 4 - OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name Please see attached stock affidavit		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: June 26, 2013

*Subject: Loves Travel Stop
Annexation*

Agenda Item: Ordinance No. 3565

Recommendation: City staff recommends approval of this annexation ordinance.

Background: Steve Walters, representing a proposed travel center, submitted a request to annex the proposed property. The present owners have submitted a letter of authorization for the annexation and the notice for a public hearing in connection with the request is waived and that the matter proceeds before the City Commission for its action. Ordinance No. 3564 was approved on June 17th by the City Commission but there was a technical flaw with the property description. This new ordinance will repeal Ordinance No. 3564 in its entirety and replace it with one that has a corrected boundary description.

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

Financial Considerations: None

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

Legal Considerations: None

Attachments: Ordinance No. 3565 and a map showing the proposed area.

ORDINANCE NO. 3565

AN ORDINANCE REPEALING ORDINANCE NO. 3564 IN ITS ENTIRETY AND REPLACING IT WITH AN ORDINANCE ANNEXING TO THE CITY OF DODGE CITY THE FOLLOWING DESCRIBED PROPERTY, IN ACCORDANCE WITH K.S.A. 12-520 ET. SEQ; AND PROVIDING FOR THE ZONING THEROF.

WHEREAS, it was brought to our attention that there appears to be a technical flaw in the boundary description of the annexed property; and

WHEREAS, that because of this apparent technical flaw in the boundary description of the annexed property, it was concluded that the ordinance approving the annexation described in Ordinance No. 3564 should be repealed in its entirety and replaced with this ordinance correcting the boundary description.

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

SECTION 1: That Ordinance No. 3564 is hereby repealed in its entirety and replaced by the language in Section 2.

SECTION 2: By the virtue of the authority granted by K.S.A. 12-520 and by one or more of the conditions listed therein being fulfilled, the following described real property located in Ford County, Kansas is hereby annexed to, and made part of the City of Dodge City:

A tract of land in the Southeast Quarter of the Northeast Quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$) of Section Thirty-one (31), Township Twenty-six (26) South, Range Twenty-four (24) West of the 6th P.M., Ford County, Kansas, described as follows:

Commencing at the East $\frac{1}{4}$ corner of said Section 31; thence North 87 degrees 33 minutes 52 seconds West, along the South line of said NE $\frac{1}{4}$, a distance of 101.94 feet; thence North 87 degrees 33 minutes 52 seconds West, along said South line, 92.17 feet to the point of beginning; thence North 87 degrees 33 minutes 52 seconds West, along said South line, 457.74 feet; thence North 0 degrees 57 minutes 00 seconds East, 922.02 feet to a point on the South right-of-way line of East Trail Street; thence Southeasterly along said South right-of-way line and along a curve concave southwesterly, whose radius is 1869.86 feet, whose arc length is 138.93 feet and whose chord bears South 71 degrees 19 minutes 58 seconds East, 138.93 feet; thence South 69 degrees 12 minutes 15 seconds East, along said South right-of-way line, 345.81 feet; thence South 0 degrees 57 minutes 00 seconds West, 774.2 feet to the point of beginning

and

Commencing at the East $\frac{1}{4}$ corner of said Section 31; thence North 87 degrees 33 minutes 52 seconds West, along the South line of said NE $\frac{1}{4}$ corner, a distance of 60.03 feet to the point of beginning; thence North 87 degrees 33 minutes 52 seconds West, along said South line, 134.06 feet, thence North 0 degrees 57 minutes 00 seconds West, 744.20 feet to a point on the South right-of-way line of East Trail Street; thence South 69 degrees 12 minutes 15 seconds East, along said South right-of-way line, 142.48 feet; thence South 0 degrees 57 minutes 00 seconds West,

729.33 feet to the point of beginning and including the West 40 feet of right-of-way along U.S. Highway 56-283-400.

SECTION 3: The property annexed is currently zoned A, "Agricultural" and will be designated RS, Residential Suburban", in accordance with the Dodge City Zoning Regulations.

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

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIRST DAY OF JULY, 2013.

E. KENT SMOLL, MAYOR

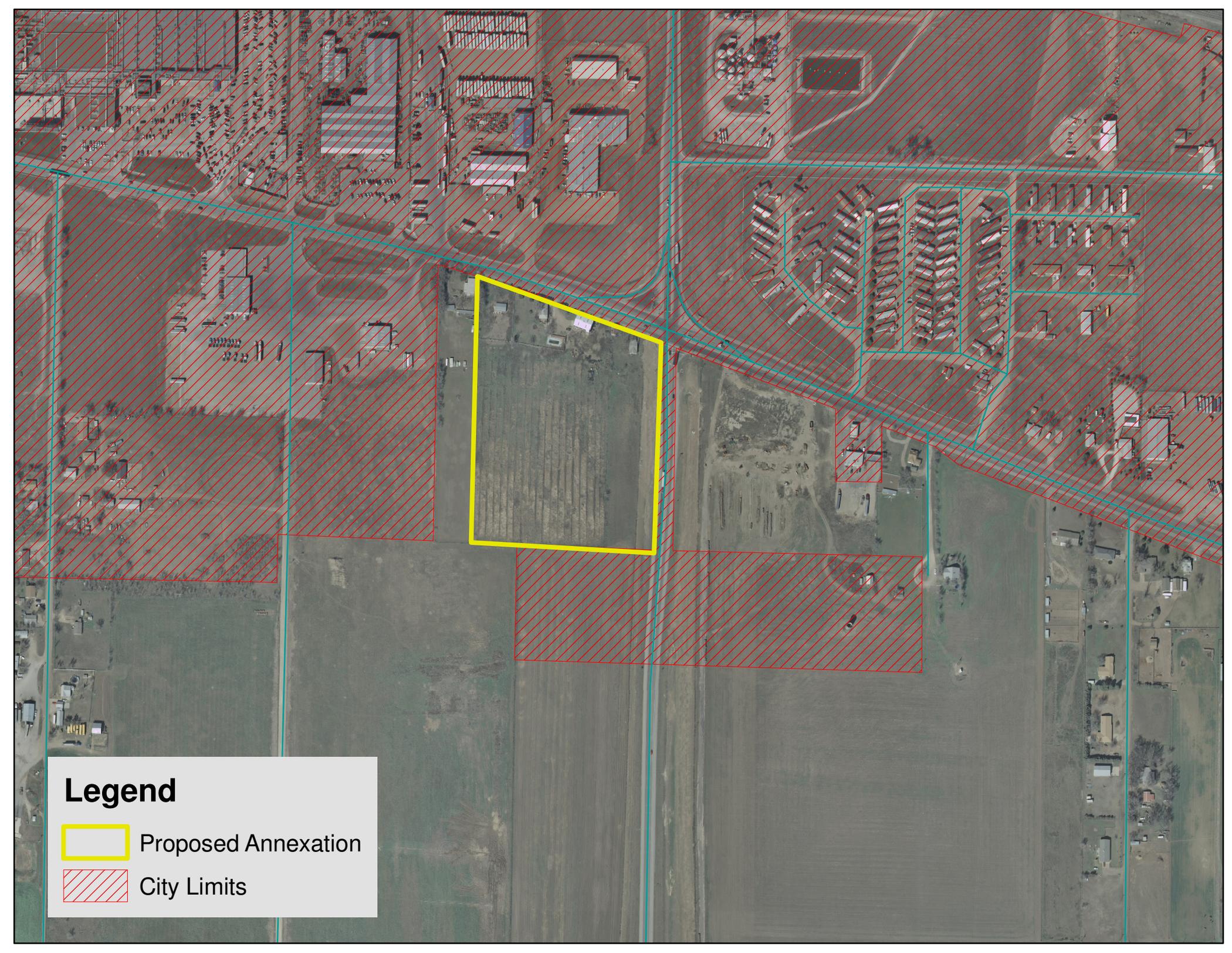
ATTEST:

NANNETTE POGUE, CITY CLERK

Legend

 Proposed Annexation

 City Limits



LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.

FORD COUNTY, KANSAS

LEGEND

Survey	Found	Set
Section Corner	▲	△
5/8" Rebar, Cap # 1548 (Unless Otherwise Noted)	●	○
ROW Marker	■	□
Control Point	⊙	⊠
Bench Mark	⊕	⊞
Platted Distance	—	---
Measured Bearing & Distance	—	---
Recorded As	—	---
Deed Distance	—	---
Calculated Distance	—	---
Minimum Protection Elevation	—	---
Centerline	—	---
Section Line	—	---
1/4 Section Line	—	---
1/4 1/4 Section Line	—	---
Easement Line	—	---

C4 CURVE TABLE

Δ=4°15'26" (RT)
 Radius=1,869.86'
 Length =138.93'
 Chord Bearing/Distance
 S71°19'58"E 138.89'M

GARY J. KLIESON TRUST

PROPERTY DESCRIPTION (WARRANTY DEED BOOK 201 PAGE 733)

THE EAST (E) NINE (9) ACRES OF A TRACT OF LAND IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER (SE1/4 NE1/4) OF SECTION THIRTY-ONE (31), TOWNSHIP TWENTY-SIX (26) SOUTH, RANGE TWENTY-FOUR (24) WEST OF THE 6TH P.M., DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A POINT ON THE SOUTH LINE OF THE PUBLIC ROAD RUNNING FROM DODGE CITY, KANSAS, TO THE STATE SOLDIER'S HOME AT FORT DODGE, KANSAS, AND ONE HUNDRED NINETY-NINE (199) FEET AND SEVEN (7) INCHES WEST OF THE EAST LINE OF SAID SECTION THIRTY-ONE (31), FOR A PLACE OF BEGINNING; THENCE RUNNING IN A NORTHWESTERLY DIRECTION ALONG THE SOUTH LINE OF SAID PUBLIC ROAD SIX HUNDRED TWENTY-SEVEN (627) FEET AND TWO (2) INCHES; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION NINE HUNDRED SIXTY-FOUR (964) FEET; THENCE EAST FIVE HUNDRED NINETY-SIX (596) FEET; THENCE NORTH PARALLEL WITH SAID SECTION LINE SEVEN HUNDRED SEVENTY-NINE (779) FEET TO THE PLACE OF BEGINNING.

SAID PARCEL AS MEASURED IN THE KANSAS STATE PLANE COORDINATE SYSTEM ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87°33'52" WEST, ALONG THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 101.94 FEET; THENCE NORTH 87°33'52" WEST, ALONG SAID SOUTH LINE, 92.17 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'52" WEST, ALONG SAID SOUTH LINE, 457.74 FEET; THENCE NORTH 0°57'00" EAST, 922.02 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST TRAIL STREET; THENCE SOUTHEASTERLY ALONG SAID SOUTH RIGHT OF WAY LINE AND ALONG A CURVE CONCAVE SOUTHWESTERLY, WHOSE RADIUS IS 1,869.86 FEET, WHOSE ARC LENGTH IS 138.93 FEET AND WHOSE CHORD BEARS SOUTH 71°19'58" EAST, 138.89 FEET; THENCE SOUTH 69°12'15" EAST, ALONG SAID SOUTH RIGHT OF WAY, 345.81 FEET; THENCE SOUTH 0°57'00" WEST, 774.20 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.93 ACRES (389,029 S.F.) MORE OR LESS.

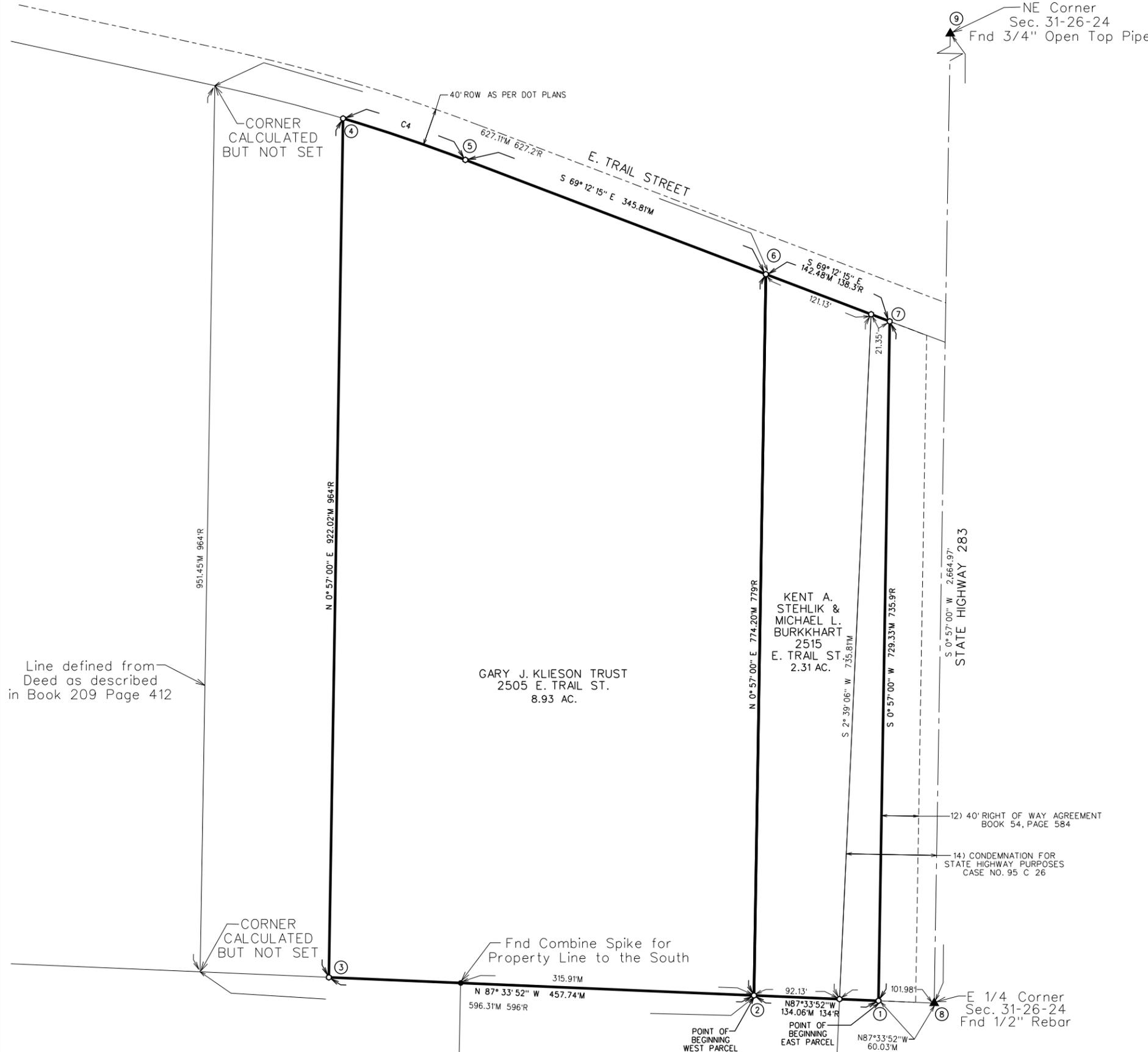
KENT A. STEHLIK & MICHAEL L. BURKHART

PROPERTY DESCRIPTION (WARRANTY DEED BOOK 195 PAGE 823)

BEGINNING AT A POINT ON THE SOUTH LINE OF THE PUBLIC ROAD RUNNING FROM DODGE CITY, KANSAS, TO FORT DODGE, KANSAS, AND 61.3 FEET WEST OF THE EAST SECTION LINE OF SECTION 31, TOWNSHIP 26 SOUTH, RANGE 24 WEST OF THE 6TH P.M., RUNNING THENCE WESTERLY ALONG THE SOUTH LINE OF SAID PUBLIC ROAD 138.3 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION A DISTANCE OF 779.0 FEET; THENCE EAST 134.0 FEET TO A POINT 60.0 FEET WEST OF THE EAST LINE OF SAID SECTION 31; THENCE NORTH PARALLEL WITH SAID SECTION LINE 735.9 FEET TO THE PLACE OF BEGINNING.

SAID PARCEL AS MEASURED IN THE KANSAS STATE PLANE COORDINATE SYSTEM ALSO DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 31; THENCE NORTH 87°33'52" WEST, ALONG THE SOUTH LINE OF SAID NE 1/4, A DISTANCE OF 60.03 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87°33'52" WEST, ALONG SAID SOUTH LINE, 134.06 FEET; THENCE NORTH 0°57'00" WEST, 774.20 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF EAST TRAIL STREET; THENCE SOUTH 69°12'15" EAST, ALONG SAID SOUTH RIGHT OF WAY LINE, 142.48 FEET; THENCE SOUTH 0°57'00" WEST, 729.33 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.31 ACRES (100,737 S.F.) INCLUDING 0.52 ACRES MORE OR LESS OF ROAD RIGHT OF WAY.



SITE CONTROL ESTABLISHED FROM NGS SITE HH0639			
Point	State Plane Kansas South (US Survey Foot) NAD83 (2011)		Description
	Northing	Easting	
1	1,707,732.26	884,625.13	Set 5/8" Rebar with Cap #1548
2	1,707,737.97	884,491.20	Set 5/8" Rebar with Cap #1548
3	1,707,757.41	884,033.96	Set 5/8" Rebar with Cap #1548
4	1,708,679.14	884,049.24	Set 5/8" Rebar with Cap #1548
5	1,708,634.69	884,180.81	Set 5/8" Rebar with Cap #1548
6	1,708,511.94	884,504.04	Set 5/8" Rebar with Cap #1548
7	1,708,461.36	884,637.22	Set 5/8" Rebar with Cap #1548
8	1,707,729.71	884,685.09	Found 1/2" Rebar
9	1,710,393.85	884,729.28	Found 3/4" Open Top Pipe

LOVE'S TRAVEL STOPS & COUNTRY STORES, INC.
BOUNDARY RETRACEMENT SURVEY SECTION 31-T26S-R24W FORD COUNTY, KANSAS
SNYDER & ASSOCIATES, INC.



6/3/2013 14:06 PM
 1121007-CADD-1121007-BOUNDARY-RETRACEMENT-SURVEY.dgn
 Y:\snp\drivers\Bleck_Croy\Direct\W\Weight\plc1.g
 Snyder 1120

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: June 25, 2013

Subject: Rezoning For 1209 E. Trail

*Agenda Item:
Ordinances and Resolutions*

Recommendation: The Dodge City Planning Commission recommends approval of this zoning amendment.

Background: Ismael Ramirez and Carlos Martinez submitted an application requesting rezoning the above mentioned property from I-2, Heavy Industrial to I-1, Light Industrial. The property will be utilized as a Bar/night club. A Conditional Use permit was approved subject to this rezoning being approved.

Justification: The proposed use meets all of the requirements of the Dodge City Comprehensive Plan and is located along a major High Accessibility Corridor. (Trail Street)

Financial Considerations: None

Purpose/Mission: To promote development and provide overall growth to the community.

Legal Considerations: None

Attachments: Ordinance and map showing proposed area to be rezoned.

ORDINANCE NO. 3566

AN ORDINANCE OF THE CITY OF DODGE CITY, KANSAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY, CHANGING THE PROPERTY KNOWN AS 1209 E. TRAIL FROM I-2, HEAVY INDUSTRIAL TO I-1, LIGHT INDUSTRIAL

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

SECTION 1: The following described real property located in Dodge City, Ford County, Kansas is hereby zoned I-1, Light Industrial:

A tract of land in the Northeast Quarter (NE/4) of Section Thirty-six (36), Township Twenty-six (26) South, Range Twenty-five (25) West, Ford County, Kansas: Commencing at the intersection of the West line of County Road 404 and the South right of way line of U.S. Highway 154; thence North 79 degrees 40 minutes West along the South right of way line of said U.S. Highway 154 for 912.1 feet to the point of beginning; thence continuing North 79 degrees 40 minutes West along the South right-of-way of said U.S. Highway 154 for 192.0 feet; thence South 0 degrees 59 minutes West for 157.8 feet; thence South 79 degrees 40 minutes East for 166.4 feet; thence North 10 degrees 20 minutes East for 155.4 feet to the point of beginning.

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIRST DAY OF JULY, 2013.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK



Legend

— Proposed Re-zoning

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

From: Dennis Veatch

Date: June 27, 2013

Subject: Wind Energy Conversion

Agenda Item: Ordinance No. 3567

Recommendation: The Dodge City Planning Commission held a public hearing on April 16, 2013 and recommends permitting Wind Energy Conversion Systems as a Conditional Use..

Background: Due to the characteristically higher winds, Dodge City has the advantage of location to use wind as an abundant and renewable energy source. There is an increasing interest in the use of wind power to offset the costs of electrical consumption. Allowing the use of wind energy conversion systems would help address some of the concerns expressed in the City's Comprehensive Plan regarding energy and the economic challenges it presents.

Dodge City does not currently have any regulations applicable to the installation and operation of wind energy conversion systems. With the increasing commonality of both commercial and residential wind generators throughout the State of Kansas, it is important to begin addressing what standards should be met with regard to implementation here in Dodge City.

Justification/Purpose: The following proposed text addition to the City of Dodge Zoning Ordinance would provide the ability to regulate and govern the installation and operation of wind energy conversion systems (also referred to as WECS, wind turbines, or wind generators) as a conditional use. This will:

1. Minimize the potential adverse effects and possibilities of nuisance that wind energy conversion systems may create on residential areas and other land uses by promoting and requiring careful design, siting, and noise limitations; and

2. Prevent potential damage to people and adjacent properties from turbine failure through engineering and proper siting of turbine structures.

Financial Considerations: None

Legal Considerations: None

Attachments: Ordinance No. 3567

ORDINANCE NO. 3567

**AN ORDINANCE AMENDING THE 2000 DODGE CITY ZONING
ORDINANCE TO ADD WIND ENERGY CONVERSION SYSTEMS
AS A CONDITIONAL USE IN ALL ZONING DISTRICTS**

WHEREAS, the Dodge City Planning Commission conducted a duly advertised public hearing on April 16, 2013 to consider permitting as a conditional use Wind Energy Conversion Systems (WECS); and

WHEREAS, upon finding this proposed amendment is consistent with the adopted Comprehensive Plan, the Planning Commission recommends approval of such amendment;

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

SECTION 1: That the 2000 Dodge City Zoning Ordinance (Ordinance No. 3267) is amended by adding the following section to Article XII.3:

HH. Wind Energy Conversion Systems (WECS)

1. Permitted Districts

Wind energy conversion systems (WECS) of all sizes are not allowed as-of-right in any of the zoning districts. WECS may be permitted with a conditional use permit in all zoning districts.

2. Definitions

- a. Blade clearance – The lowest point of the blade measured from the ground when extended vertically.
- b. Fall zone – The area defined as the furthest distance from the tower base; in which a guyed or tubular tower will collapse in the event of structural failure.
- c. Feeder line – Any power line that carries electrical power from one or more turbines or individual transformers associated with an individual wind turbine to the point of interconnection with the electric power grid, in the case of interconnection with the high voltage transmission systems the point of interconnection shall be the substation serving the WECS.
- d. Meteorological tower – A tower separate from a wind turbine tower designed to support the gathering of wind energy resource data. A meteorological tower typically shall include the tower, anemometers, wind direction vanes, and any telemetry devices that are used to store, monitor, or transmit wind speed and wind flow characteristics at a given location.
- e. Overspeed Control (Manual and Automatic Controls) – A mechanism used to limit the speed of blade rotation to below the design limits of the WECS.

- f. Property line – The boundary line of the area over which the individual applying for a conditional use permit has legal control for the purpose of installing, maintaining and operating a WECS.
- g. Shadow flicker – The visible flicker effect when rotating turbine blades cast shadows on the ground and nearby structures causing the repeating patten of light and shadow.
- h. Total Height – The height of the tower and the furthest vertical extension of the WECS. Measured from the base of the tower including the fixed portion of the wind turbine tower, the wind turbine itself, and the maximum height of the tip of the blade when fully extended.
- i. Wind energy conversion system (WECS) – Any device, such as a wind generator, or wind turbine including blades, a tower, and associated control or conversion electronics designed and constructed or erected for the purpose of converting wind energy into a form of usable electric energy.

3. Permit Application

a. Plot Plan

A plot plan of the site should be made as detailed on the application for conditional use, but also include the location of any overhead utility lines, and trees taller than ten (10) feet within one radiuses of the total height of the proposed WECS tower.

Proposed locations for electrical distribution cabling, transformers, transmission lines, meteorological towers and other ancillary equipment, building, or structures must be included.

b. Manufacturing Information

Turbine information, including type, model, size, height, rotor material, rated power output, performance, safety, and noise characteristics of each WECS being proposed, along with tower and electrical transmission equipment must be supplied.

c. Additional Permits

In addition to satisfying the requirements for obtaining a conditional use permit, as well as meeting the WECS standards and condition listed below, the following construction permits must be obtained:

Building permit– All wind turbines shall meet or exceed the current standards expressed in the International Building Code, as stated in the Building and Construction Section of the City of Dodge City Municipal Code.

Standard construction drawings of the WEC system's structure, and sealed and stamped engineering drawings of the tower, base, footing and/or foundation as

provided by the manufacturer must be included in the building permit application.

Electrical permit – Compliance with the National Electric Code, as stated in the Building and Construction Section of the City of Dodge City Municipal Code, is required.

A line drawing must be submitted of the electrical components, as supplied by the manufacturer, in sufficient detail to allow for a determination that the manner of installation would conform to the adopted edition of the National Electrical Code.

4. Wind Energy Conversion System Standards and Requirements

a. Location and Setbacks

All sites proposed for WECS shall have sufficient access to unimpeded airflow for adequate operation, and shall not be allowed in building set back area.

WECS shall be setback a minimum distance from the base of the structure to all property lines equal to 1.1 times the total height of the WECS tower, thus should the structure collapse or topple, the fall zone will rest entirely within the property lines on which it is located.

All WECS towers shall be set back a distance of at least 1.1 times the total height from public road right-of-ways, third party transmission lines, and communication towers.

For WECS greater than 100 kilowatts in generating capacity, a minimum distance of 1.5 times the total height is required from the primary structure.

b. Height Limits

All WECS shall be exempt from the standard height regulations for each zoning district.

For property sizes between one half (1/2) to one (1) acre the tower height shall be limited to [80/150 feet]. For property sizes of one (1) acre or more, there is no limitation on tower height, except as imposed by FAA regulations.

c. Noise

To be in accordance with the Health and Welfare Section the City of Dodge City Municipal Code governing noise, the following standards must be met:

Residential areas – any noise generated by a WECS must be lower than 55 decibels from the nearest property line of the area in which the WECS is erected to be acceptable during all hours of the day.

Commercial areas – any noise generated by a WECS must be lower than 60 decibels from the nearest property line in which the WECS is erected to be acceptable during all hours of the day.

Industrial/Agricultural areas – any noise generated by WECS must be lower than 80 decibels in areas zoned industrial or agricultural to be acceptable during all hours of the day.

Noise levels may be exceeded during short-term events such as utility outages and/or severe wind storms.

d. Visual Impacts

Design – All wind turbines must be a non-obtrusive color, such as white or grey, and finishes must be composed of a rust-resistance, non-reflective material.

Lights – WECS shall not be artificially lit unless such lighting is required by the Federal Aviation Administration (FAA) or other applicable authority.

Signage – Signs shall be limited to the appropriate warning signs (e.g. electrical hazard or high voltage) placed on the wind turbine tower(s), electric equipment, and the wind turbine.

Shadow Flicker – The layout of the system shall be such to eliminate shadow flicker and blade glint from impacting on public roads and mitigate any such impact on residential structures within the vicinity of the system.

e. Utility Notification and Connections

No wind energy systems shall be installed until evidence has been given that the utility company has been informed of the customer's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

All electrical wires associated with a wind turbine shall be located underground except for those wires necessary to connect the wind generator to the tower wiring, the tower wiring to the disconnect junction box, and the grounding wires.

Electrical transformers for utility interconnections may be above ground if required by the utility provider.

f. FAA Regulations

WECS must comply with all applicable Federal Aviation Administration requirements, including any necessary approvals for installations close to airports.

g. Signal Interference

WECS shall not cause interference with television, microwave, navigational, or radio reception to neighboring areas.

h. Safety

Engineering Certification – For all WECS, the manufacture’s engineer or another qualified engineer shall certify that the turbine, foundation and tower design of the WECS is within accepted professional standards, given local soil and climate conditions.

Foot pegs, or tower climbing apparatus should be no lower than twelve feet (12’) from the ground.

Each wind turbine shall be equipped with both manual and automatic over speed controls to limit the rotational speed of the blade within the design limits of the rotor. Manual electrical and/or over speed shutdown disconnect switches shall be provided and clearly labeled on the wind turbine structure. No wind turbine shall be permitted that lacks an automatic braking, furling, or feathering system to prevent uncontrolled rotation, over speeding a excessive pressure on the tower structure, rotor blades, and turbine components.

Ice throw – The potential for ice throw or ice shedding from the WECS shall not cross the property lines of the site nor impinge on any public right-of-way or overhead utility.

i. Maintenance and Operation

The property owner and/or WECS owner is responsible for maintaining, repairing and keeping the WECS in good working order.

All solid wastes related to the construction, operation and maintenance of the WECS shall be remove from the site promptly and disposed of in accordance with all federal, state and local laws.

All hazardous materials related to the construction, operation and maintenance of the WECS shall be handled, stored, transported and disposed of in accordance with all applicable local, state and federal laws.

J. Non-use, Decommission

A turbine shall be considered to have been abandoned when the turbine has not produced electricity for a period of at least six months and there is no demonstrated plan to restore the equipment to operating condition.

The WECS owner shall have ninety (90) days to complete decommissioning after it has been determined that no electricity has been generated for a continuous six (6) month period and written notice provided to the property owner or posted on the property.

If such wind turbine is not removed within said ninety (90) days and written notice provided to the property owner or posting of said notice, the governing authority may remove such wind turbine at the owner’s expense.

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

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION AND APPROVED BY THE MAYOR, THIS FIRST DAY OF JULY, 2013.

E. KENT SMOLL, MAYOR

ATTEST:

NANNETTE POGUE, CITY CLERK

Memorandum

To: City Commission
From: Ken Strobel, City Manager
Date: June 14, 2013
Subject: Aircraft Hanger Lease Agreement
Agenda Item: New Business

Recommendation: Staff recommends approval of the proposed Aircraft Hanger Lease Agreement with Crotts Aircraft Service, Inc.

Background: The City presently leases to Crotts several facilities located at the airport for their Fixed Base Operations which includes office, maintenance, and aircraft hanger space. Currently, the existing hanger facilities are at maximum capacity. With the recent purchases of several private aircraft by area individuals and additional businesses usage of the airport, there is need for additional hanger space. In order to meet this need the City was able to finance the construction of a new 12,000 sq. ft. hanger facility through a lease / purchase financing plan previously approved by the Commission. The new facility is now complete and will accommodate several locally owned aircraft as well as provide temporary storage for transient aircraft when needed.

Justification: Pursuant to the proposed agreement the City would lease the new facility to Crotts under the following basic terms and conditions:

- Ten year initial term with two five year renewal options;
- Initial monthly rental payment of \$2,100;
- Contingent upon Crotts continued lease of the other existing facilities;
- Crotts pays the first \$1,000 of any required City repairs to the building and all ongoing maintenance, utility costs, and damages due to usage;
- Crotts provides Fixed Base Operator's insurance and reimburses City's property damages insurance coverage premium.

To finance the construction of the new hanger facility, the City was able to enter into a lease purchase agreement for a period of 10 years at a fixed interest rate of 3%. The City's initial investment will be fully reimbursed by the monthly rental payments over the full 20 year term of the Crott's lease. In addition, the monthly rental payment is adjusted annually by the CPI as well as any increase in the City insurance coverage premium for the facility.

Financial Considerations: City's total cost for acquisition and construction of the facility is fully reimbursed over the 20 year term of the lease. If there is a default in the lease agreement or a failure to renew the lease for the full 20 year term, the City retains ownership of the facility

which would be available for lease to other users.

Purpose: To provide additional aircraft hanger space in order to accommodate the needs of growing community.

Attachment: Crotts Aircraft Hanger Lease.

CITY OF DODGE CITY
AIRCRAFT HANGAR LEASE
WITH CROTTS AIRCRAFT SERVICE, INC.

LEASE. This lease is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (City) and Crotts Aircraft Service, Inc. (Lessee):

1. PREMISES. Aircraft Storage Hangar 120 foot x 100 foot 12,000 square feet. The City, in consideration of the rent, agreements and conditions as set forth herein to be paid and performed by lessee, does hereby lease to the Lessee, subject to the terms and conditions set forth herein, the land and facilities located at the Dodge City Regional Airport as described in Exhibit A, attached hereto and made a part hereof by this reference, and referred to herein after as the "Premises."

2. RENTAL FEE:

A. Lessee shall pay the City a monthly sum of \$ 2,100.00, Two Thousand One Hundred Dollars and zero cents. The sum of \$ 2,100.00 as the monthly basic rent shall commence on July 1, 2013. Beginning July 1, 2014, the rental fee will change in proportion to the CPI-U Midwest Urban Cities (Consumer Price Index) of the most recent year of its calculation. Consumer price index shall be determined based upon the most recent consumer price index reflected in the Bureau of Labor and Statistics and found at the web link http://data.bls.gov/servlet/SurveyOutputServlet?series_id=CUUR0200SA0,CUUS0200SA0. This change will affect the rental fee for all subsequent years of the lease, including those resulting from any renewals, until its expiration. The City, as a courtesy, will provide written notice of this change at the end of the 4th quarter of each calendar year however this is not a requirement for the implementation of these annual fee changes.

B. The first monthly installment of basic rent for the first lease year shall equal \$ 2,100.00 payable on the 5th day of July 2013; each succeeding monthly installment shall be due on the 5th day of each month thereafter.

C. All rent shall be paid without prior demand therefore at the City's business office, Dodge City Regional Airport, P.O. Box 880, Dodge City, KS 67801.

3. LATE CHARGES. In the event Lessee has failed to pay the rent and other amounts due to the City, on or before the tenth (10th) day of the month due, the Lessee shall owe, as additional rent, a late charge equal to five percent (5%) of the amount of the monthly payment(s) then due.

4. TERM. This lease commences on July 1, 2013 and expires on June 30, 2023, inclusive, a period of 10 years. This lease may be extended by mutual agreement of the parties or in compliance with any option for renewal provided in Paragraph five (5) of this lease.

5. OPTION TO RENEW:

A. Lessee shall have the option to renew this lease for two (2) additional five (5) year terms unless the Lessee has failed to renew the Master Lease between the Lessee and the City dated May 1, 2012, or this lease has been terminated as a result of voluntary withdrawal, destruction of premises, or Lessee's default or breach.

B. Lessee shall deliver to the City written notice of its intent to renew at least sixty (60) days prior to the expiration of the original or renewal term then in effect.

C. The rent shall be adjusted each year during the renewal term of this lease in proportion to the change in the CPI-U Midwest Urban Cities (Consumer Price Index) over the previous year.

D. The rental rate for each renewal term shall reflect the market rate as agreed to by the parties at the time of the renewal. Except for rental rate, all agreements and conditions in this lease shall remain in full force and effect for the renewal term unless the parties otherwise agree in writing.

6. ACCEPTANCE OF PREMISES, CONDITION REPORT:

A. Lessee acknowledges it has inspected and noted the condition of premises and accepts said premises in their present condition and without representation or warranty by the City and without alterations, repairs or additions thereto.

B. A representative of the City shall inspect the premises not later than five (5) days after City approval of this lease. The Lessee shall have the right to be present at such inspection. The City shall prepare a Condition Report as a result of such inspection, which shall inventory the condition of the premises. The representative of the City and Lessee shall sign the Condition Report and a copy shall be provided to Lessee. Should the Lessee fail or refuse to sign the Report, such fact shall be noted on the Report in lieu of Lessee's signature. This Condition Report shall be the basis upon which the City determines whether or not the premises have been maintained properly under the terms of this lease, and whether or not waste or destruction has occurred. The Report shall itemize any personal property on the premises belonging to the City for which Lessee is responsible.

7. USE OF PREMISES.

A. During the term of this Lease, or any extension or renewal thereof, Lessee shall utilize the premises exclusively as an aircraft storage hangar unless a different use is authorized in writing by the City.

B. Lessee shall comply with all Federal, State and Local laws, ordinances and administrative regulations applicable to the leased premises and Lessee's use and occupation thereof. Lessee shall also comply with all policies and use restrictions of the City, including subsequent modifications or changes thereto, which are applicable to the leased premises, Lessee's use thereof, and all City property.

C. Lessee shall not occupy premises for any unlawful purpose or for any purpose which constitutes a nuisance, is harmful to, or interferes unreasonably with the rights of any other person including the City and its tenants.

8. REPAIRS AND MAINTENANCE:

A. Lessee shall notify the Airport Manager in writing of all repairs, whether structural or otherwise, necessary to preserve the premises in as good of condition as when leased.

B. Lessee shall permit no waste or injury to occur to the premises, and at all times, shall keep premises safe and clean and shall comply with all laws and regulations governing care and maintenance of premises. Lessee shall remove rubbish which may accumulate on premises, and make every attempt to give premises a pleasing appearance, all at Lessee' sole expense. Lessee shall not permit materials, supplies or equipment to be stored outside of buildings without the prior written consent of the City.

C. In the event Lessee fails to comply with requirements of this paragraph, the City shall have the option either to treat such failure as a default and breach and terminate this lease as provided in paragraph 24 or, after giving notice and opportunity to cure such failure as provided in paragraph 25, the City may perform all repairs and maintenance necessary to cure such failure and add the cost thereof to basic rent due in the month following the date such costs are incurred.

D. Notwithstanding any other provision of this lease, in the event:

1) Lessee fails, in the sole judgment of the City, to take necessary precautions to protect the leased premises or personal property thereon from the elements, or the security thereof;

2) Lessee's maintenance or use of the premises is such that it constitutes a fire hazard or otherwise endangers the leased premises, or

3) Lessee's conduct endangers property owned by the City, or persons on the leased premises or in adjacent City property; then the City or its authorized representatives may forthwith come upon the premises and take all reasonable and necessary steps to correct such danger or condition. The expenses in making such corrections shall be billed to Lessee and shall be due and payable by Lessee to the City the first of the month subsequent to such billing.

E. The requirements for repairs and maintenance required by this Paragraph shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 7 of this lease shall be controlling. Nothing in Paragraph 7 of this lease concerning the use of premises or in any other provision of this lease shall be construed to create any such agency or trustee relationship.

F. The City reserves the right to maintain and keep in repair the airport landing area, apron area, and all publicly owned airport facilities with the right to direct and control all of Lessee's activities in this regard.

G. The City reserves the right further to develop and improve the landing area and all publicly owned air navigation facilities of the airport however it sees fit regardless of the desires or views of Lessee, and without Lessee's interference or hindrance.

H. The City reserves the right to take whatever action necessary to protect aerial approaches of the airport against obstruction and reserves the right to prevent Lessee from erecting or permitting to be erected any buildings or other structures on or near the airport which, in the opinion of the City, either would limit the usefulness of the airport or constitute a hazard to aircraft.

I. Lessee's right granted by this Lease shall not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the airport.

J. The City hereby reserves to itself, its successors and assignees, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft through the airspace above the surface of the Leased Premises together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for air navigation and use of said airspace for landing, taking off and operating on or about the airport.

K. City agrees that it will be responsible for removal of snow on the airport premises; ramp, runways, taxiways, hangars, parking lot and airport entrance road. City shall be responsible for all major necessary repairs to the structure of the building, including the foundation, building supports, exterior walls, roof, electrical and mechanical systems. For purposes of this Agreement "major" repairs shall be defined as any one occurrence or condition requiring an expenditure in excess of one thousand dollars (\$1,000.00) or more to correct, labor and materials included. In the event of such a major repair the Lessee shall be responsible for payment of the first \$1,000.00 and the City shall be responsible for payment of the remaining balance of such cost. All other repairs and all maintenance shall be the responsibility of the Lessee. Lessee shall provide all janitorial services and supplies, including light bulbs and replacement there of in the building.

L. Notwithstanding the above definition of major repairs, the Lessee, at its sole cost and expense, shall make all repairs necessary resulting from Lessee's (its employees, agents, or customers) negligence or misuse of the Leased Premises; or necessary to preserve the Leased Premises in as good of condition as when leased, normal wear and tear accepted; or as otherwise provided for in this Lease. The quality of repair work shall be at least equal to that of original construction and in accordance with building codes in affect at the time of such repairs. Lessee at its own expense may remodel, upgrade or renovate any portion of the Leased Premises with the written approval of the city. No adjustments will be made to the rental fee by the city as a result of such Lessee improvements.

M. Lessee shall permit no waste or injury to occur to the Leased Premises, and at all times, shall keep the Leased Premises safe and clean and shall comply with all laws and regulations governing care and maintenance of the Leased Premises. Lessee shall remove rubbish which may accumulate on the Leased Premises, and make every attempt to give the Leased Premises a pleasing appearance, all at Lessee' sole expense. Lessee shall not permit materials, supplies or equipment to be stored outside of buildings without the prior written consent of the City.

9. PERMANENT IMPROVEMENTS TO PREMISES:

A. At its sole expense, Lessee may make permanent improvements to premises either by enlarging or remodeling current improvements or constructing new improvements provided the City gives prior approval in writing, and Lessee submits detailed construction and site plan of proposed improvements for the City's final approval prior to commencement of construction. All permanent improvements shall become part of premise and property of the City.

B. Permanent improvements shall be defined as all improvements which attach either to the premises or any improvements thereon including, without limitation, all structural and nonstructural improvements, plumbing and electrical equipment and fixtures and all property including fixtures, equipment and personal property which cannot be removed without undue damage to premises or which would be of insignificant value after removal from premises. All such permanent improvements shall

become property of the City when installed, unless the City otherwise agrees in writing. Lessee shall not convey a security interest in any permanent improvements to any creditor.

C. The City's approval of permanent improvements to be made by Lessee shall not make Lessee the agent or trustee of the City for any purpose, and the provisions of Paragraph 12 and Paragraph 8 shall be controlling. The Lessee shall not construe anything in Paragraph 7 of this lease, concerning the use of premises, or in any other provisions of this lease as written approval by the City for permanent improvements.

10. OWNERSHIP OF PERSONAL PROPERTY AND TRADE FIXTURES:

A. Any personal property, furniture, fixtures, or equipment owned by the City and located on premises at any time during the term of this lease shall remain the property of the City and shall not be removed from premise without the City's written consent; Lessee may use such property in the conduct of its business, but shall suffer no waste or injury thereto, reasonable wear and tear excepted, and at all times shall keep such property clean and shall perform ordinary maintenance necessary to the preservation thereof; the City has no obligation either to rebuild, replace, maintain, repair, improve or remodel such personal property, furniture, fixtures or equipment being used by Lessee; Lessee shall repair and maintain such property a Lessee's sole expense. Lessee shall be liable to the City for destruction of such property resulting from Lessee's negligence or misuse thereof.

B. Lessee may replace or install on premises, at its sole expense, such personal property, furniture, trade fixtures and equipment as it shall deem necessary for the conduct of its business; Lessee shall have the privilege, at any time during the term of this lease, of removing any and all of its personal property, furniture, trade fixtures and equipment except as provide hereafter and only so long as no permanent improvements as defined in Paragraph 10 of this lease shall be removed from premises without the City's written consent. Lessee shall be liable to the City for all damages to premises resulting from Lessee's removal of any property.

C. Forthwith upon termination of this lease for any reason, the Lessee shall remove all of its personal property from the leased premises. In the event Lessee fails to remove its personal property, then the City may, at the City's option, take possession of the property, store it at Lessee's expense, and sell or otherwise dispose of the same. The City shall, however, provide written notification to Lessee by depositing a copy of a notice thereof in the United States mail, postage prepaid, addressed to Lessee at Lessee's address as specified in this lease. Such notice shall state the name of the Lessee, a brief description of the property and the date that the City intends to sell or otherwise dispose of such property. So long as the City complies with the notice provisions as herein set forth, the City shall not be liable either to Lessee or to any other person who claims any interest in any property sold or otherwise disposed of except as to any secured creditor who gives written notice to the City of his or her interest in the property prior to the time of sale or disposition. In the event the City has taken custody and possession of personal property pursuant to this provision, the Lessee shall have no right to the return thereof unless and until Lessee has paid all rent or other monies due and owing to the City and the reasonable expenses incurred by the City in holding and preparing the property for sale. In the event the City sells the property of Lessee, it shall be applied first to pay the City's expenses, then to reimburse the City for any rents or other monies due, and if any money remains, the City shall return it to the Lessee. Lessee shall protect, indemnify and save the City, its agent and employees harmless from any and all claims for damages to said property while in the City's possession, whether such property is owned by Lessee, its officers, employees, agents or anyone else.

11. TOTAL AND PARTIAL DESTRUCTION OF PREMISES:

A. Partial Destruction: In the event premises covered by this lease are not totally destroyed but are damaged by fire, wind or other occurrence to the extent that such damage is, within the sole opinion of the City, repairable with reasonable diligence to make repairs within one hundred twenty (120) days after the event of such destruction or damage, then:

1) The City may, at the City's option, either elect to repair the premises or to cancel this lease. In the event such lease is canceled, it shall be canceled as of the date of the damage or destruction, and no rent shall be due and payable thereafter. In the event the City elects to have the premises repaired, the repairs shall be completed as soon as reasonable and all insurance monies covering the premises shall

be available to the City in making such repairs. The City shall not be liable to spend any money on repairs over and above the insurance proceeds. In the event no election to repair is made, then all insurance proceeds on the premises shall become the sole property of the City.

2) In the event that the premises are to be repaired, then this lease shall continue in full force and effect, but rent due and owing from the Lessee to the City shall be abated from the date of partial destruction to the date the repairs are completed in the same ratio as that portion of the premises which is rendered unfit for occupancy bears to the whole.

B. Total Destruction: If, in the sole opinion of the City, there is total destruction of the premises, or, in the sole opinion of the City, the premises are so damaged or destroyed so as to render the whole or a substantial part thereof unfit for hangar use and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the event of such destruction or damage, then:

1) Either party to this lease may terminate this lease by giving the other party written notification of such termination within thirty (30) days after the occurrence of such damage or destruction (except that the Lessee may not exercise this option if such total destruction is the proximate result of the negligence of Lessee, its agents, servants or employees). In the event of termination, any unearned rent paid in advance by Lessee shall be refunded. In the event of termination by either party, all insurance proceeds applicable to the premises shall be the sole property of and shall be paid to the City.

2) Should neither party elect to terminate the lease, the City shall have the option to enter into negotiations for a mutually agreeable substitute lease with all insurance proceeds being used for the construction of a substitute building.

3) In no event shall the City, at any time, be required to restore premises or construct any building the total cost of which shall exceed the insurance available by reason of the destruction of the leased premises.

12. NO MECHANICS LIENS, NO AGENCY CREATED. Lessee is not the agent, partner or trustee of the City, and by this lease, Lessee acquires no rights to act for or on behalf of the City in regard to the repairs or building of any structure upon the leased premises. The City is not, and shall not, be liable for any labor, services or material furnished to Lessee, its officers, employees, agents or anybody claiming under this lease. No material men or persons furnishing labor or other services to Lessee shall have the right to file any lien upon the leased premises, and no mechanics lien filed by any such material men, workers or other persons shall attach to said premises or affect the City's interest as owner of the leased premises. Lessee shall not, at any time, hold him/herself out as having any authority to act for and on behalf of the City or create a lien on the leased premises. Should any lien be filed against the lease premises by reason of any services, materials or work furnished for and on behalf of Lessee, the same shall constitute a breach of this lease by Lessee, and Lessee shall immediately cause the discharge of any such lien.

13. CONTEST OF LIENS:

A. Notwithstanding provisions of Paragraph 12 of this lease, Lessee shall have the right to contest any mechanics lien or other similar lien if Lessee notifies the City in writing of its intention to do so.

B. On demand of the City, Lessee shall provide a bond in the City's favor, the face amount of which shall be at least twice the amount of the lien claim contested to indemnify and protect the City against liability, loss, damage an expense of any nature resulting from said asserted lien and the contest thereof; if Lessee diligently prosecutes such contest, prevents any judicial sale of any part of premises and pays or otherwise satisfies a final judgment enforcing such contested lien claim and thereafter promptly pro cures record releases or satisfaction thereof, Lessee shall be discharged and the bond released.

14. INDEMNITY:

A. Lessee shall indemnify, protect, defend and save the City harmless from and against all claims, demands, liabilities and costs, including attorneys fee arising from damage or injury, actual or claimed, of whatever kind or character to property or persons allegedly occurring on or about premises during this lease term or Lessee's period of actual possession of premises, whichever is longer. Upon

notice from the City, Lessee shall defend the City in any action or proceeding brought in connection with such claims and demands.

B. Nothing in this paragraph shall require Lessee to indemnify, protect, defend and save the City harmless against claims, demands, liabilities and costs arising from negligence of the City, its officers, employees, agents, license and invitees.

15. INSURANCE:

The Lessee shall purchase and maintain at its expense insurance coverage of such types and in such amounts as are herein specified, and/or of the kind that is usual and customary for operations of this nature, to protect itself and the interest of the City of Dodge City and others from claims which may arise out of or result from its operations of work, or the operations or work of subcontractors retained by it. Lessee further agrees to name the City of Dodge City as an additional insured on all appropriate policies. Failure of an individual or business to maintain proper insurance coverage shall not relieve that person or persons of any contractual responsibility or obligations. Such insurance coverage shall be provided by insurance companies licensed to do business in the State of Kansas and the individual or business shall provide certificates of insurance to the City of Dodge City.

The Lessee shall provide Workers Compensation insurance meeting the statutory requirement of the State of Kansas. It is further agreed that the City of Dodge City is not responsible for the tangible property owned by or in the care, custody or control of the Lessee. Operations involving owned or non-owned aircraft used by the Lessee are also the responsibility of the Lessee and should be covered with the appropriate liability insurance.

Any increased insurance costs to the City for coverage of the Leased Premise shall be reflected in an increased basic rental amount, including increases caused by increased valuation of the Leased Premises as a result of improvements or inflation, due to use of the Leased Premises, or for any other reason.

A. Lessee, at its sole expense, shall maintain public liability insurance to protect against any liability that may arise from accident or injury on or about the Leased Premises; such liability insurance coverage shall have the following minimum requirements:

1) This policy shall be on a Comprehensive General Liability form and shall not be less than the amount shown below:

Entity Covered	Per Occurrence	Aggregate
<i>Airport, Fixed Base Operator, Fuel Farm Operator</i>	<i>\$1,000,000</i>	
<i>Hangar Keeper</i>	<i>\$ 500,000</i>	

B. The City reserves the right to require additional insurance if, in its sole discretion, the City deems such additional coverage to be necessary because of a substantial change in Lessee's operations or for any other reason. The Lessee shall pay the cost of any such additional insurance coverage.

C. Lessee shall procure any insurance coverage required by this Lease through companies authorized to write insurance in Kansas as selected by the Lessee and approved in writing by the City. Lessee may include the required insurance coverage under its existing insurance policy, provided each insurance requirement of this Lease is fulfilled thereby and the City approves thereof.

D. The insurance policies described in subparagraph A & B above shall name the City of Dodge City as an "additional named insured". The policies shall be endorsed to provide thirty (30) day written notice of cancellation, non-renewal or material changes including reduction of insurance coverage limits. The notice will be sent to the City via certified mail.

E. In the event Lessee fails or neglects to procure and maintain require insurance coverage and pay premiums thereon, the City, at its option, either may treat such failure as a default and breach of this Lease or procure such insurance and pay the premiums thereon, and add the cost thereof to basic rent due in the month following the date such costs are incurred.

16. **INSPECTION OF PREMISES.** Lessee shall permit agents and officers of the City and the Federal Aviation Administration free access to premises at all reasonable times to examine and inspect the condition thereof and exercise any right reserved to the City in this lease.

17. **ASSIGNMENT AND SUBLEASES.** Lessee shall neither assign, mortgage, pledge, sell nor in any manner transfer, convey or dispose of this lease or any interest therein or part thereof whether voluntary, involuntary or by operation of law, and Lessee shall neither sublet premises or any part thereof nor permit any licensee or concessionaire to operate thereon without prior written consent of the City in each instance. In the event the City gives such consent, neither sublease nor assignment of this lease by Lessee shall release Lessee from its obligations under this lease.

18. **TAXES.** Lessee shall pay to the proper governmental agencies as they become due all taxes, assessments and similar charges which, at any time during the term of this lease, may be taxed, assessed or imposed upon Lessee whether such taxes arise from this lease, the leased premises and any permanent improvements thereto or from any other levy or assessment. The City shall not be liable to pay any such taxes.

19. **UTILITIES and MAINTENANCE.** The Lessee shall pay the cost of all utilities and utility services used by Lessee in, on, or about the Leased Premises, including but not limited to electricity, natural gas, water, heat, telephone, solid waste removal, cable, internet access and the cost of installing utility meters. Such services shall be contracted in Lessee's name, and Lessee shall procure, at its sole expense, all permits, licenses and authorizations necessary for such service.

20. **RULES AND REGULATIONS.** Lessee, its officers, agents and employees shall comply with all rule and regulations issued from time to time by the City in connection with the management and operation of the Dodge City Regional Airport properties, including land use restrictions.

21. **NONDISCRIMINATION ASSURANCES.**

A. The Lessee for himself, his heirs, personal representatives, successor in interest, and assignees, as a part of the consideration hereof does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this lease for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lessee shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

B. The Lessee, for himself, his personal representatives, successors interest, and assignees, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of service thereon, no person on the ground of race, color, or national origin shall excluded from participation in, denied the benefits of, or otherwise subjected to discrimination, (3) that the Lessee shall use the premises compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

C. Lessee shall furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided, Lessee may make reasonable nondiscriminatory discounts, rebates and similar price reductions to volume purchasers. The City may take action directed by the United States Government to enforce this paragraph.

22. **SUBORDINATION CLAUSE.**

A. This lease shall be subordinate to provisions of any existing or future agreement between the City and the United States of America or any agency thereof relative to the operation or maintenance of

the airport, the execution of which has been or may be required as a condition precedent to the expenditure of Federal funds for the development of the airport.

B. During time of war or national emergency, the City shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of the landing area, the publicly owned air navigation facilities and/or other areas or facilities of the airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

23. NO EXCLUSIVE USE. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 40103, Chapter 401, Subpart I, Part A, Subtitle VII, Title 49 of the US Code, found at <http://www4.law.cornell.edu/uscode/49/40103.html>.

24. DEFAULT AND BREACH:

A. Lessee shall be in default of this lease whenever Lessee:

- 1) Fails to perform any duty, agreement or condition required by this lease;
- 2) Fails in the due and punctual payment of rent or any other monies due the City;
- 3) Files a voluntary petition under the bankruptcy act or an involuntary petition under such act is filed against Lessee, and Lessee, after full hearing, is adjudged to be bankrupt, insolvent or unable to pay its debts as they mature;
- 4) Makes an assignment for the benefit of its creditors;
- 5) A trustee or receiver, after full hearing, is appointed or retained to take charge of and manage any substantial part of the assets of Lessee;
- 6) Any execution or attachment shall issue against Lessee whereupon any part either of premises or of Lessee's interest therein shall be taken or an attempt is made to take the same in contemplation of a judicial sale hereunder (except that Lessee shall have the right to contest any such attachment or execution in the same manner and to the same extent as Lessee's right to contest liens as set forth in paragraph 13 hereof);
- 7) Abandons premises; abandonment shall occur whenever Lessee, its officers, employees and agents all shall be and remain absent from premises for thirty (30) consecutive days without notice to the City of such absence. At the expiration of such thirty (30) day period, the City shall have the option to issue termination notice as provided in paragraph 25 of this lease which shall take effect immediately on issuance thereof without providing a ten (10) day period within which to cure this default; or;
- 8) Allows the Master Lease between the Lessee and the City dated May 1, 2012, to expire without renewal or to otherwise allow or cause said Master Lease to terminate or be terminated.

B. Lessee's default in performance of required duties, agreements and conditions shall constitute a breach of this lease. The City may, at its option, terminate this lease in the manner provided in paragraph 25 on Lessee's default or at any time thereafter while Lessee continues in default.

C. Any waiver by the City of any default or breach of this lease shall neither be construed as a continuing waiver nor as a waiver of a subsequent default or breach and in no event shall imply further indulgence by the City.

25. TERMINATION:

A. This lease shall terminate:

- 1) Automatically at the expiration of its original or any renewal term;
- 2) Immediately after either party exercises the option to terminate provided in paragraph 11 of this lease;
- 3) Immediately upon the City exercising its option to terminate provided in this paragraph 25 of this lease;
- 4) Upon the occurrence of any default by Lessee as more particularly set forth in paragraph 24. This lease shall terminate, at the City's option, upon the City serving upon Lessee, a written notification entitled "Notice to Terminate Lease in Ten (10) Days and Right to Cure." Such right to cure notice shall specify the amount of past due rent and/or the nature of Lessee's other default and

breach and shall state that the lease shall not terminate should the Lessee pay such past due rent and/or cure such other default and breach to the City's satisfaction prior to the expiration of the ten (10) days; but that the lease shall terminate automatically on the date specified in the notice unless such rent has been paid or other breach has been cured by such date.

B. In the event of termination by the City pursuant to the terms hereof, Lessee shall remain liable for payment of the full unpaid balance of all rent due for the remaining term of the lease, but shall upon such termination be obligated to forthwith return the premises to the City. Upon such termination, the City shall have the immediate and unconditional right to reenter the premises free of any right, title and interest of Lessee to the use and possession thereof, but such reentry shall not relieve Lessee's duty to comply with all requirements of this lease as specified herein. The remedies conferred upon the City herein shall not be considered exclusive of any other remedy, but shall be in addition to every other remedy available to the City as landlord under this lease and as matter of law. The failure of the City to insist upon a strict performance of any term or condition of this lease shall not be deemed a waiver of any right or remedy that the City may have and shall not be deemed a waiver or any subsequent breach of such term or condition.

26. SURRENDER OF POSSESSION.

A. Upon termination, Lessee shall forthwith peacefully surrender premises to the City in good condition and repair, ordinary wear and tear excepted. Lessee shall be obligated to broom clean the premises and immediately clear the premises of all personal property except that owned by the City whether such property is owned by Lessee or by patrons of Lessee. Lessee shall remain liable to the City for all rent due and owing through the entire term of the lease.

B. In the event that Lessee's lease term has expired and Lessee remains on the premises, even with the concurrence of the City, such acts shall not constitute a renewal of this lease nor require the City to forfeit any of its rights under this lease. In such event, Lessee shall be considered a tenant at will. No payment of money by Lessee to the City subsequent to the termination of this lease shall reinstate, continue or extend the terms of this lease, but Lessee shall remain in full compliance with all such terms and conditions of this Lease during such extended possession.

27. MITIGATION OF LESSEE'S RENTAL OBLIGATION. In the event of a termination of this Lease by the City pursuant to paragraph 25 the City may, at its option, reenter and take possession and use of the premises for the purpose of re-leasing the premises to another lessee and in so doing shall exercise reasonable efforts to mitigate the Lessee's financial obligation to the City pursuant to paragraph 25 B above.

28. ATTORNEY FEES. If in the sole determination of the City, the services of an attorney are required to enforce any provision of this Lease, the Lessee shall fully indemnify the City for any and all attorney fees and expenses so incurred.

29. USE OF PREMISES. Lessee shall provide a high standard of customer services consistent with good customer relations for the benefit of the public and adequate to meet the demands for such services at the Dodge City Regional Airport.

30. SERVICE OF NOTICE:

A. All notices and other written documents required or described to issue under this lease shall be served and delivered for all purposes:

B. Upon the City by delivery to the office of the Airport Manager or by mailing certified or registered mail, postage prepaid, addressed to
Dodge City Regional Airport
P.O. Box 880
Dodge City, KS 67801

or at such other place as the City may designate in writing;

C. Upon Lessee by delivery in person to Lessee or any of its executive officers or by mailing by certified or registered mail, postage prepaid, addressed to Lessee at

Crotts Aircraft Service
102 Airport Road
Dodge City, KS 67801

or such other place as Lessee may designate in writing to the City.

D. All notices sent by certified or registered mail shall be presumed delivered as of the day following the date they are mailed.

THIS LEASE shall be binding among heirs, executors, administrators, successors and assignees of the respective parties hereto. This lease shall be modified only upon execution by all parties of a written document setting forth any change or additions and bearing the effective date thereof. Two copies of this lease are executed; each shall be deemed an original.

IN WITNESS WHEREOF the respective parties hereto have caused this instrument to be executed on their behalf by their duly authorized officers of the dates indicated below. The lease shall become binding when properly executed by both parties hereto, and the effective date of this lease shall be the date specified in the first paragraph of this lease.

“City”

“Lessee”

City of Dodge City, KS

Crotts Aircraft Service, Inc.

By _____
E. Kent Smoll, Mayor

By _____
Zach Crotts, President

Attest: _____
Nannette Pogue, City Clerk

Attest: _____
Secretary

Dated: June __, 2013

Dated: June __, 2013

STATE OF KANSAS, CITY OF DODGE CITY, ss:

BE IT REMEMBERED, that on this ____ day of _____, 20 __, before me, the undersigned Notary Public in and for the County and State aforesaid came, Kent Smoll, Mayor and Nannette Pogue, Clerk of the City of Dodge City, KS who is personally known to me to be the same person(s) who executed the above lease, and duly acknowledged the execution of the same.

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

Notary Public

(SEAL)

My appointment expires: _____

STATE OF KANSAS, CITY OF DODGE CITY, ss:

BE IT REMEMBERED, that on this _____ day of _____, 20____, before me, the undersigned Notary Public in and for the County and state aforesaid came, (Print Name) _____ of _____, who is personally known to me to be the same person who executed the above lease, and duly acknowledged the execution of the same.

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

Notary Public

(SEAL)

My appointment expires: _____

Memorandum

*To: City Manager
Assistant City Manager
City Commissioners*

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

Date: June 25, 2013

*Subject: Bids for Concrete Street Reconstruction
- Spruce St.
Agenda Item: New Business*

Recommendation: Approve proposal from JAG Construction Co., for the construction of the Concrete Street Reconstruction Project of Spruce Street from Westlawn Dr. to Gardner Ave. in the amount of \$72,757.00.

Background: This project was the next street on our list to receive some improvements. Since the bids for the Asphalt Street Program came in under budget, this street was added.

Justification: This project will restore the integrity of this one block of Spruce St. and reduce the maintenance expenses.

Financial Considerations: The construction of the Concrete Street Reconstruction Project of Spruce St. will cost \$72,757.00. Funding of this project will be through the Special Street Funds.

Purpose/Mission: The completion of this project will maintain our street infrastructure in an acceptable condition and extend the life of street repaired under this project.

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

Attachments: The bid tabulation for JAG Construction Co., Building Solutions L.L.C., and Conant Construction L.L.C which includes the Engineers' estimate.

Memorandum

To: City Commission
From: Ken W. Strobel, City Manager
Date: June 28, 2013
Subject: VenuWorks Management Agreement
Agenda Item: New Business

Recommendation: Staff recommends approval of the extension of the notice provisions of the VenuWorks Management Agreement for the Special Events Center.

Background: The current Agreement for Management of the Special Events Center will expire December 31, 2013. The Agreement contains a Provision which states “the Agreement may be extended for an additional thirty-six (36) months (“Renewal Term”) by mutual approval of the Parties no later than June 30, 2013.”

Representatives of VenuWorks and City Staff have verbally agreed to extend the June 30 deadline to August 31, 2013, in order to allow sufficient time to negotiate certain terms of an extended contract.

Justification: VenuWorks has expressed a desire to continue management of the facility for another 36 months under the provision of the existing contract. Although staff is favorably inclined to continue with VenuWorks’ management of the facility, staff would like the opportunity to discuss certain changes in the agreement, which changes would be brought back to the Commission for approval at a later date.

The only action needed at the present time is approval of a motion extending the Notice provisions of Article 2 of the existing agreement from June 30, 2013, to August 31, 2013.

Financial Considerations: None at this time.

Purpose: To provide time to develop proposed contract language for a new VenuWorks Management Agreement to be submitted for City/County approval at a later date.