

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Tuesday, January 20, 2015

7:00 p.m.

MEETING #4990

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION** by Gerald Mendenhall of the Oasis Church

## **PLEDGE OF ALLEGIANCE**

## **PUBLIC HEARING**

Vacating of the Electrical Utility Easement on Roosevelt Avenue

## **PETITIONS & PROCLAMATIONS**

**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, January 5, 2015;
2. Appropriation Ordinance No. 2, January 20, 2015;
3. Cereal Malt Beverage License Applications;  
(a) Water Sports Campground, 500 Cherry St.
4. Hennessy Lease Agreement with Southwest Plains Regional Service Center, (Migrant OSY-K12Project).
5. Hennessy Lease Agreement with Southwest Plains Regional Service Center (Migrant State Level).

## **ORDINANCES & RESOLUTIONS**

**Ordinance No. 3597:** An Ordinance Vacating the Utility Easement on Roosevelt Avenue. Report by Nathan Littrell.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of 2015 State/Federal Legislative Policy. Report by Assistant to City Manager, Ernestor De La Rosa.
2. Appointments of City Commissioners to Various Boards. Report by City Manager, Cherise Tieben.
3. Approval of 2015 Street Program. Report by Civil Engineer, Tanner Rutschman.
4. Approval of Distribution of 2014 Drug & Alcohol Sur Tax Funds. Report by Finance Director/ City Clerk, Nannette Pogue.

## **EXECUTIVE SESSION**

Discussion of Non-Elected Personnel

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Monday, January 5, 2015

7:00 p.m.

MEETING #4989

## **CALL TO ORDER**

**ROLL CALL:** Mayor Brian Delzeit, Commissioners, Kent Smoll, Jan Scoggins, Rick Sowers, Joyce Warshaw

## **PLEDGE OF ALLEGIANCE**

## **PETITIONS & PROCLAMATIONS**

The Mayor proclaimed January 9th as Law Enforcement Appreciation Day. Michael Cain, President of the Local FOP Lodge, thanked the Commission for the proclamation and thanked all citizens for their appreciation of law enforcement.

**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).**

Dodge City Public Library Quarterly Update: Cathy Reeves.

## **CONSENT CALENDAR**

1. Approval of Joint City County Meeting Minutes, December 15, 2014;
2. Approval of City Commission Work Session Minutes, December 15, 2014;
3. Approval of City Commission Meeting Minutes, December 15, 2014;
4. Approval of Special City Commission Meeting, December 29, 2014;
5. Appropriation Ordinance No. 25, December 30, 2014;
6. Appropriation Ordinance No. 1, January 5, 2015;
7. Cereal Malt Beverage License Applications;
  - (a) Walgreen Co., 1801 N. 14<sup>th</sup> Avenue;
  - (b) Taylor's Road House, LLC., 2305 W. Wyatt Earp Blvd;
  - (c) Tacos Jalisco Restaurant, 412 W. Wyatt Earp Blvd.

Commissioner Kent Smoll moved to approve the Consent Calendar as presented; Commissioner Jan Scoggins seconded the motion. The motion carried unanimously.

## **NEW BUSINESS**

1. Commissioner Rick Sowers moved to approve the bid from Lopp Motors in the amount of \$94,703 for a Utility Truck with Crane to be used by Utilities Department. Commissioner Joyce Warshaw seconded the motion. The motion carried unanimously.

**OTHER BUSINESS**

Cherise Tieben, City Manager:

- March 9 is the tentative date for Dodge City night. Next meeting will be Tuesday, January 20 following Martin Luther King Day.

Jane Longmeyer:

- Advertising for applicants for Boards and Commissions to be appointed in January has been in the Dodge City Daily Globe and on the City's website.

Kent Smoll:

- Reported on the sales tax comparison report, up 3.01% over last year. Encourage everyone to hug a public works employee during this cold weather. Thanks to all employees, appreciate their efforts.

Jan Scoggins:

- Wanted to acknowledge workers, particularly the Water Department who was out during cold, wet, freezing weather.

Joyce Warshaw:

- Everyone is back to school. Thanked the Law Enforcement for everything that they do. Invited Police Officers to lunch at Miller School, she will buy. Watch your furry friends during the cold weather and always. Happy New Year.

Brian Delzeit:

- Lunches at school are really pretty good. Wanted to give a shout out to Dodge City Daily Globe. Thanks for the articles regarding Police and Fire, Sheriff and EMS. Happy New Year!

**ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Kent Smoll 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 Dodge City

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

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>35-0975</u>		
Name <u>Pat Morgison</u>	Phone No. <u>620-227-2935</u>	Date of Birth <u>5-19-27</u>
Residence Street Address <u>504 Miawcola Road</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name <u>Olive Morgison</u>	Phone No. <u>620-227-2935</u>	Date of Birth <u>8-17-25</u>
Residence Street Address <u>504 Miawcola Road</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>

<b>SECTION 3 - LICENSED PREMISE</b>		
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)
DBA Name <u>Water Sports Campground &amp; RV Park LLC</u>		Name
Business Location Address <u>500 Cherry St</u>		Address
City <u>Dodge City</u>	State <u>KS</u>	City
Zip <u>67801</u>		State
Business Phone No. <u>620-225-8044 &amp; 620-225-9003</u>		Zip
Business Location Owner Name(s) <u>Pat &amp; Olive Morgison</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.

<b>SECTION 4 - APPLICANT QUALIFICATION</b>	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>77</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Have 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



# Parks and Recreation

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

## Memorandum

To: Cherise Tieben, City Manager  
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: January 7, 2015

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

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**RECOMMENDATION:** Staff recommends approving the lease with Southwest Plains Regional Service Center (SWPRSC) for space at Hennessy Hall.

**BACKGROUND:** SWPRSC desires to lease space at Hennessy to house their operations and services. They are a Kansas not-for-profit corporation that provides services to regional school districts in a variety of areas including professional development.

The space being rented is on the first floor and is designated as room 130. They are taking over a previous lease and continuing a contract for services that was previously provided by the Southeast Service Center.

**JUSTIFICATION:** SWPRSC is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

**FINANCIAL CONSIDERATIONS:** The annual lease payment will be \$3,312 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

**PURPOSE/MISSION:** This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional opportunities in the community to provide training and resources that serve the education system for local and regional school districts.

**LEGAL CONSIDERATIONS:** The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year.

**ATTACHMENTS:**

Lease Agreement  
Exhibit A – Floor Plan

# Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and Southwest Plains Regional Service Center-Migrant OSY-K12 Project, a Kansas not-for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately five hundred and fifty-two square feet (552). The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing August 1, 2014, and terminating July 31, 2015, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of three thousand, three hundred twelve dollars (\$3,312.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of two hundred seventh-six dollars (\$276.00), commencing on the first day of August, 2014, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately five hundred fifty-two (552) square feet and the total usable

space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.4%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.4%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 552 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on September 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2014.

- 5. REPAIR AND MAINTENANCE:** Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

- 6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

- (a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date.

11. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
12. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

- 13. DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 14. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
- 15. ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 16. ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
- 17. RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
- 18. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center-Migrant OSY-K12 Project, Box 1010 Sublette, KS 67877.

**19. BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in the day and year written below.

\_\_\_\_\_  
DATE

CITY OF DODGE CITY,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
BRIAN DELZEIT, MAYOR

APPROVED:

\_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

SOUTHWEST PLAINS REGIONAL SERVICE CENTER

By: \_\_\_\_\_  
STUART SUTTON





# Parks and Recreation

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PO Box 880 • Dodge City KS 67801 • Phone: 620/225-8160 • Fax: 620/225-8144

## *Memorandum*

To: Cherise Tieben, City Manager  
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: January 7, 2015

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

---

**RECOMMENDATION:** Staff recommends approving the lease with Southwest Plains Regional Service Center (SWPRSC) for space at Hennessy Hall.

**BACKGROUND:** SWPRSC desires to lease space at Hennessy to house their operations and services. They are a Kansas not-for-profit corporation that provides services to regional school districts in a variety of areas including professional development.

The space being leased is on the ground floor, room 45 and on the first floor, room 125. The total space being leased is 3,640 square feet and is a continuation of their existing lease.

**JUSTIFICATION:** SWPRSC is a not-for-profit public service enterprise that is consistent and compatible with other entities currently housed in the facility.

**FINANCIAL CONSIDERATIONS:** The annual lease payment will be \$21,840 based on the standard \$6 per sq. ft. price charged to tenants at that facility. Lease payments are prorated monthly and billed through City Hall.

Any renovations or redecorating is the responsibility of the tenant with the approval of the City.

**PURPOSE/MISSION:** This lease agreement is consistent with the City's core purpose of Ongoing Improvement as it facilitates additional opportunities in the community to provide training and resources that serve the education system for local and regional school districts.

**LEGAL CONSIDERATIONS:** The agreement is the standard form used with all Hennessy tenants. The term of this agreement is for one year.

**ATTACHMENTS:**

Lease Agreement  
Exhibit A – Floor Plan

## Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and Southwest Plains Regional Service Center-Migrant State Level, a Kansas not-for-profit corporation. (TENANT).

In consideration of the mutual promises and covenants of the parties as set forth herein, the LANDLORD and TENANT agree as follows:

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately three thousand six hundred and forty square feet (3,640) Rooms 45A and 125A, 125B, 125C. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of one (1) year commencing August 1, 2014, and terminating July 31, 2015, subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of twenty-one thousand, eight hundred forty dollars (\$21,840.00), representing a square footage rental rate of approximately \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of one thousand eight hundred twenty dollars (\$1,820.00), commencing on the first day of August, 2014, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

The TENANT'S proportionate share of any increases costs for taxes and utilities will be calculated on the following basis:

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately three thousand six hundred forty (3,640) square feet and the total

usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 10.43%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 10.43%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by 3,640 square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on September 1, of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2014.

- 5. REPAIR AND MAINTENANCE:** Throughout the term of this lease, the LANDLORD shall be responsible for the maintenance and repair of the roof, the exterior portions of all outside walls of the leased building facility and shall be responsible for repairs necessitated by structural defects of the building. In addition, the LANDLORD shall be responsible for repair and maintenance of all plumbing, sewer, lighting, electrical, and heating and air conditioning units. LANDLORD shall maintain all portions of the area adjoining the leased property including sidewalks and parking lots in a clean and orderly condition free and clear of rubbish, snow, ice, and unlawful obstructions.

The TENANT shall be responsible for all interior maintenance of the leased premises, including but not limited to, cleaning, painting, and general upkeep and shall be responsible for the prompt repair of any damage to the leased premises caused by reason of its use of the same, including but not limited to, any damage or needed repairs to any plumbing and electrical facilities located with the leased premises.

The TENANT shall be responsible for repairs, maintenance, and replacement of any improvements or renovation made to the leased premises by the TENANT, including but not limited to telephone lines and equipment, computer wiring, and any special accommodations provided or installed by the TENANT.

- 6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.

9. **USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased premises to be used for any other purpose, without the prior written consent of the LANDLORD.
10. **TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement, and hereby accepts said lease premises in its present condition. The TENANT further acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

All renovations and remodeling desired by the TENANT will be at the sole expense of the TENANT and shall be performed in accordance with plans and specifications as prepared by the TENANT, subject, however, to the prior written approval of the LANDLORD, which approval shall not be unreasonably withheld.

TENANT further covenants and agrees to pay the entire cost of any work on the lease premises undertaken by the TENANT; to procure all necessary permits before undertaking such work; to do all such work in a good and workmanlike manner employing materials of good quality and complying with all governmental requirements. The TENANT further agrees to hold the LANDLORD harmless and indemnified from any injury, loss, claim, or damages to any person or property occasioned by or growing out of such work. The TENANT shall have the right to contest any claimed amounts or claims, arising out of any such work, and the TENANT shall discharge any lien, by bond, or otherwise, at its sole expense.

- (a) **TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT At least twelve months prior to the termination date.

11. **CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
12. **TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

It is further agreed that the TENANT shall save and hold harmless the LANDLORD from any and all claims, causes of action or losses which may be asserted against the LANDLORD by reason of the TENANT'S use of the leased premises under the terms and conditions of this lease and will further indemnify the LANDLORD for its attorney's fees and other costs, losses or expenses incurred by the LANDLORD in defending against any such claims or causes of action.

- 13. DESTRUCTION:** In the event the leased premises, or any part thereof, be partially destroyed by an act of god, the elements, fire, or other cause covered by insurance carried by the landlord, the LANDLORD, using such insurance proceeds, shall proceed immediately with due diligence to repair, restore, and to replace said lease premises to as good a condition as it was in prior to such damage or destruction. The LANDLORD'S responsibility in this respect should be limited to the amount of insurance proceeds received by the LANDLORD because of the damage or destruction. A just and proportionate part of the monthly rental payments shall be suspended or proportionately abated in accordance with use until the lease premises is put in complete repair. If the lease premises shall, at any time during the life of this lease or an extension thereof, be substantially damaged or destroyed by causes not covered by insurance, this lease agreement shall be subject of cancellation at the option of the LANDLORD by giving TENANT written notice of cancellation within twenty (20) days after the date of such damage or destruction. All rent paid in advance, if any, by the TENANT, that is actually unearned at the date of the damage or destruction, shall be refunded forthwith to the TENANT. If no notice of cancellation is given as aforesaid, or if the leased premises are not substantially damaged or destroyed, this lease shall remain in full force and effect, and the LANDLORD shall proceed immediately with due diligence to repair, restore, and replace the lease premises to as good a condition as they were in immediately prior to the damage or destruction. It is expressly agreed that TENANT'S obligation to pay rent hereunder shall abate during the period of LANDLORD'S repair or reconstruction of the premises pursuant to the term of this paragraph; to the extent the premises are untenable.
- 14. UTILITIES:** LANDLORD shall be responsible for the payment of utilities, including water, sewer, trash removal, gas, and electricity for the lease premises.
- 15. ASSIGNMENT BY TENANT:** The TENANT shall not assign this lease nor sublet or permit the leased premises or any part thereof to be used by any others, without the prior written consent of the LANDLORD in each such incident. The written consent of the LANDLORD to an assignment or subletting shall not be construed to relieve the TENANT from obtaining the consent in writing of the LANDLORD to any further assignment or subletting.
- 16. ASSIGNMENT BY LANDLORD:** The LANDLORD shall have the right to assign this lease to another person or entity at any time without approval of the TENANT; provided, however, any such assignment shall not relieve the LANDLORD and its assignee of any obligations incumbent upon it under the provisions of this lease, and the same shall be binding on the LANDLORD'S assignee.
- 17. RULES AND REGULATIONS:** The LANDLORD reserves the right to promulgate rules and regulations concerning occupancy of the building of which the leased premises are a part. These rules and regulations shall be in writing and will take effect immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.
- 18. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as Southwest Plains Regional Service Center-Migrant State Level, Box 1010 Sublette, KS 67877.

**19. BINDER:** This agreement shall be binding on the parties hereto and their respective successors and assigns.

**IN WITNESS WHEREOF**, the parties have hereunto set their hands in the day and year written below.

\_\_\_\_\_  
DATE

CITY OF DODGE CITY,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
BRIAN DELZEIT, MAYOR

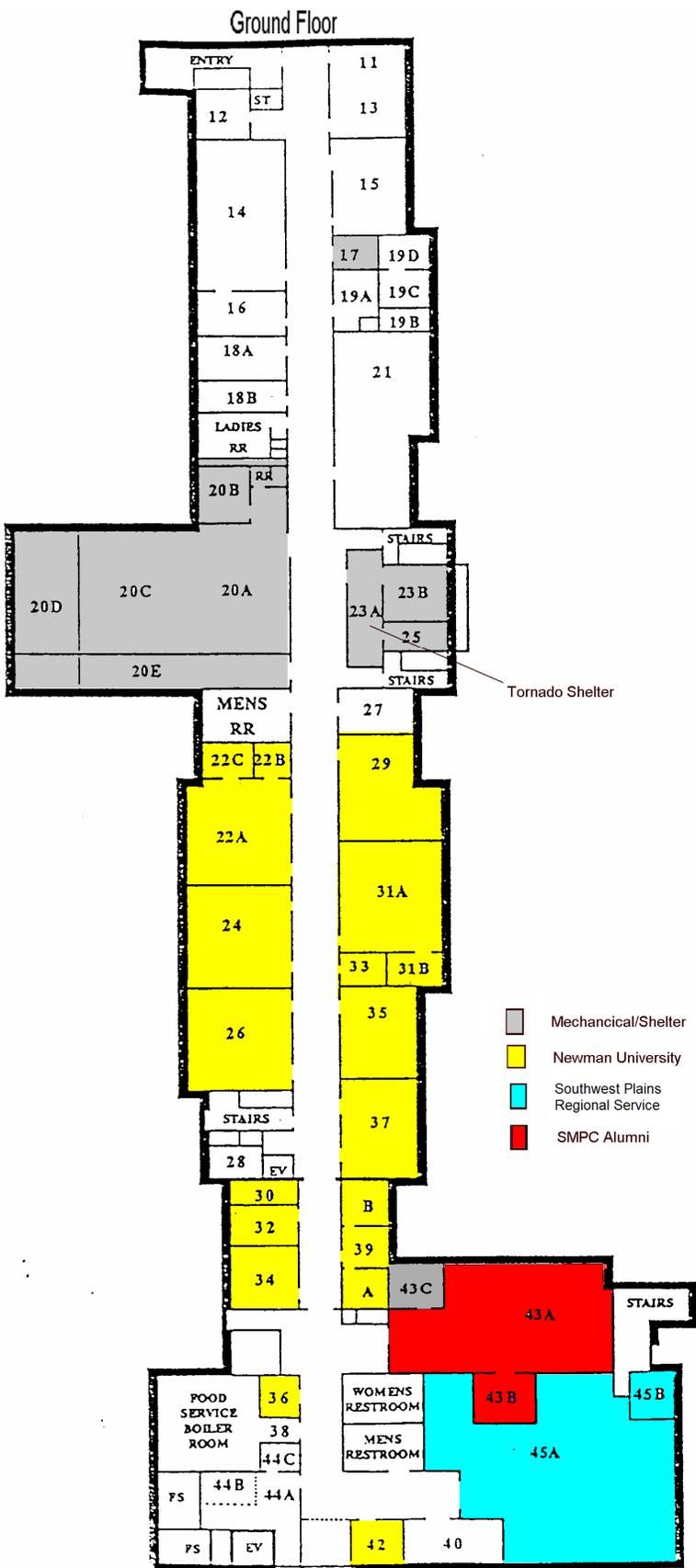
APPROVED:

\_\_\_\_\_  
NANNETTE POGUE, CITY CLERK

SOUTHWEST PLAINS REGIONAL SERVICE CENTER

By: \_\_\_\_\_  
STUART SUTTON

# Exhibit A



# *Memorandum*

*To: City Manager  
City Commissioners  
From: Nathan Littrell  
Date: January 15, 2015  
Subject: Vacate Utility Easement*

*Agenda Item:  
Ordinances and Resolutions*

---

**Recommendation:** City staff recommends approval of this vacation ordinance.

**Background:** Ed Elam, Ford County Administrator, has requested the vacation of a utility easement located in the vacated street right-a-way of Roosevelt Avenue, between Avenue L and Avenue M. The vacation of such portion of dedicated easement is necessary for the petitioner to construct a building on the Ford County Health Campus.

**Justification:** There are no utilities located within this easement. All of the utility companies have been notified and they have no objection to this easement being vacated.

**Financial Considerations:** None

**Purpose/Mission:**

**Legal Considerations:** None

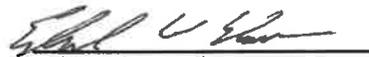
**Attachments:** Petition, Vacation Ordinance and Map

**Before the Commission of The City of Dodge City, Kansas**

**In the Matter of the  
Application for the  
Vacation of a Platted Electric Easement**

Requested for Vacation of a Platted Electric Easement Come now Edward W. Elam, County Administrator, owner of a tract more fully all of Block Seven (7) and Lots One (1) thru Eight (8) in Block One (1) of Riverview Addition to the City of Dodge City, Kansas, and pursuant to the provisions of K.S.A. 12-504 requests that the City proceed, pursuant to the provisions of said statute, to cause a vacation of the electric easement that was established during the vacation of Roosevelt Street (Ordinance No. 3070 which states: The street right-of-way of Roosevelt Avenue from the east edge of Avenue L to the west edge of Avenue M is hereby vacated, subject to the retention of an electric utility easement as necessary to serve the existing power line through this area.) between Blocks One (1) and Seven (7) of Riverview Addition to the City of Dodge City, Kansas The vacation of such portion of the dedicated easement is necessary for the petitioner to construct building on the Ford County Health Campus.

Respectfully Submitted,

  
Edward W. Elam  
Ford County Administrator:

November 3, 2014  
Date

  
Shane Laws, CEO  
Victory Electric

12/5/14  
Date

ORDINANCE NO. 3597

AN ORDINANCE VACATING A UTILITY EASEMENT ON VACATED STREET RIGHT-A-WAY OF ROOSEVELT AVENUE, LOCATED BETWEEN AVENUE L AND AVENUE M.

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

SECTION 1: The following described property in Dodge City, Ford County, Kansas is hereby vacated: A utility easement established in vacated Roosevelt Ave. street right-a-way between Avenue L and Avenue M, as established by Ordinance No. 3070.

SECTION 2: This vacation is granted pursuant to Section 12-504 K.S.A. and is made subject to the existing rights of all present public or private utilities or uses located under, on, upon or over said property.

SECTION 3: No protest to the vacation has been filed, as provided by law.

SECTION 4: This ordinance shall take effect, from and following its publication in the official paper, as provided by law.

SECTION 5: The City Clerk shall file a certified copy of this ordinance in the offices of the County Register of Deeds and County Clerk for Ford County, Kansas.

PASSED BY THE CITY OF DODGE CITY GOVERNING BODY, IN REGULAR SESSION,  
AND APPROVED BY THE MAYOR, THIS SECOND DAY OF SEPTEMBER, 2014.

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BRIAN DELZEIT, MAYOR

ATTEST:

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NANNETTE POGUE, CITY CLERK



Military

512

1 2 3 4 5 6 7 8 9 10

Requested Utility Easement Vacation

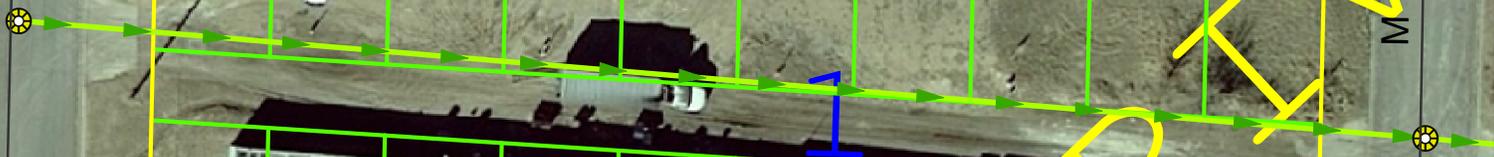
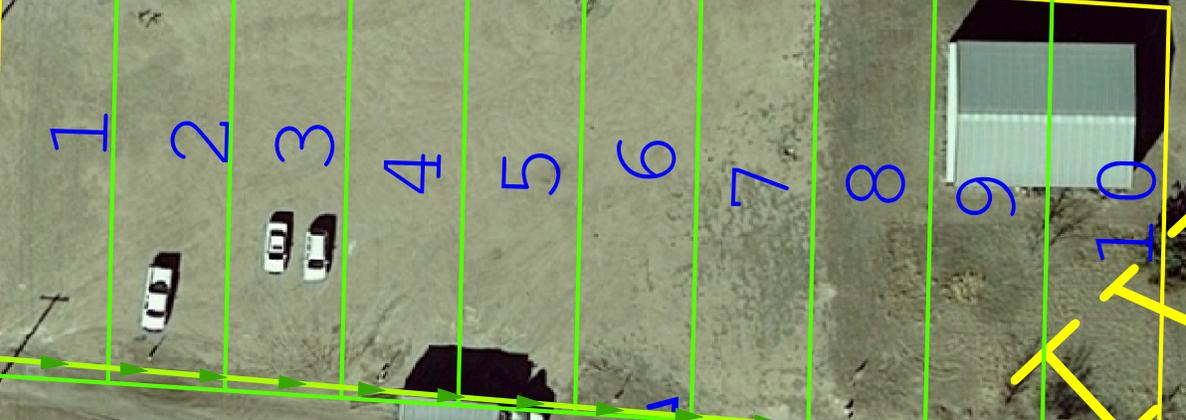
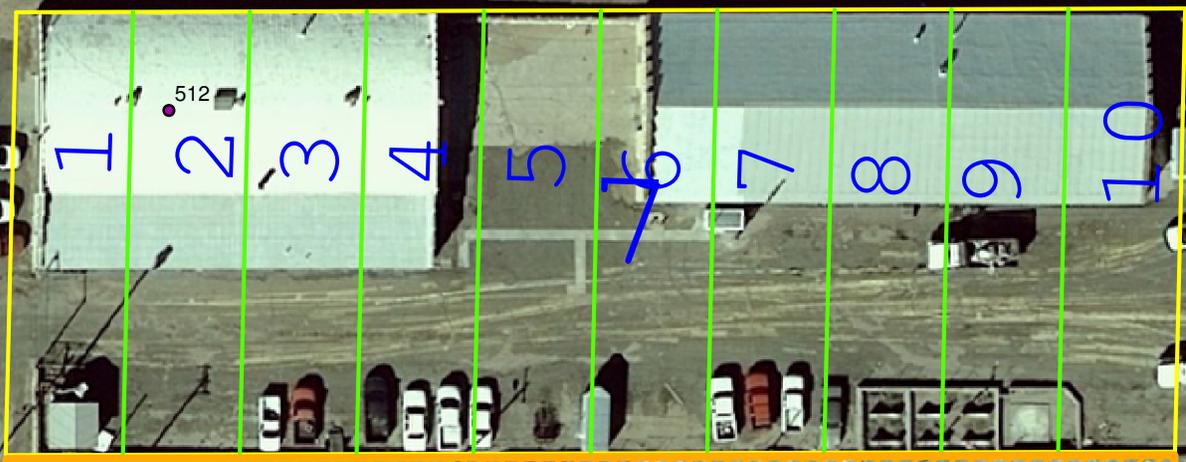
BOONVILLE AVE

1 2 3 4 5 6 7 8 9 10

20 19 18 17 16 15 14 13 12 11

1200

AVE.



## *Memorandum*

*To: City Commissioners*  
*From: Cherise Tieben*  
*Date: January 15, 2015*  
*Subject: 2015 Legislative Policy*  
*Agenda Item: New Business*

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**Recommendation:** Approve the 2015 State/Federal Legislative Policy.

**Background:** City staff has been actively working on defining the City of Dodge City 2015 legislative policy that will be submitted to our state legislators and congressional representatives. The legislative policy will be utilized to offer our stance on various issues that could impact how we deal with issues on a local level. The policy defers from but does not conflict with the Southwest Kansas Coalition legislative policy.

**Justification:** The legislative policy is a communication tool that enables our legislators to understand our position on issues that might come up during the legislative session. The City also generally supports the provisions of the Statement of Municipal Policy of the League of Kansas Municipalities.

**Financial Considerations:** Not applicable.

**Purpose/Mission:** The legislative policy addresses areas that will improve the quality of life in our community and foster a better future for Dodge City.

**Legal Considerations:** None.

**Attachments:** 2015 State/Federal Legislative Policy.

# City of Dodge City 2015 Legislative Policy State Edition

## SUMMARY POSITION

This policy statement presents general state and federal legislative goals and objectives formally adopted by the Governing Body of the City of Dodge City. This statement will be provided to the Dodge City legislative delegation for its consideration at the 2015 legislative session. The focus of this policy statement is on general policies and principles; however, some positions on specific legislative proposals are included under appropriate general policy statements. Future revisions to this statement will include additional positions of the City on specific proposals and bills introduced during the 2015 session.

## HOME RULE

**HOME RULE:** Dodge City supports the constitutional home rule authority of Kansas cities. Self-governance by locally elected officials must be preserved in order to ensure that local issues and problems are handled at the level of government closest to the citizens that they represent.

**ANNEXATION:** The ability of Dodge City to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. Dodge City recognizes the statutory framework which was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance in a way that would impede orderly growth. Therefore, Dodge City would oppose any further change which would limit the authority of Dodge City to grow through annexation.

**EMINENT DOMAIN:** Eminent domain is a fundamental municipal right. The authority to acquire property through condemnation proceedings is critical for public improvement projects and has been long recognized as an economic development tool. Dodge City supports increased flexibility for local government to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

**PUBLIC PROPERTY & RIGHTS-OF-WAY:** Dodge City opposes any legislation which would restrict the ability of cities to control and manage public property and rights-of-way or the ability of cities to franchise those entities that utilize the rights-of-way.

## MUNICIPAL FINANCE

**KANSAS TAX SYSTEM:** Cities are important partners in creating jobs, reviving the economy, delivering vital services, and providing quality of life. The Governor and Kansas Legislature should include city leaders in discussions about restructuring the Kansas tax system and any changes must avoid shifting additional financial burdens to local governments.

**PROPERTY TAX EXEMPTIONS:** Dodge City believes that the existing property tax base should be protected and therefore encourages the Kansas Legislature to resist any proposal to further exempt

any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Kansas Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

**REVENUE SHARING:** The Kansas Legislature should reinstate existing revenue sharing programs. In the event that the State is unable to fully fund these, the Kansas Legislature should authorize cities to impose alternative revenue sources in order to maintain appropriate levels of funding for the health, safety, and welfare of our citizens.

**TAX SPENDING LID:** Dodge City opposes any state-imposed limits on the taxing and spending authority of cities. We believe that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

**UNFUNDED MANDATES:** Dodge City opposes unfunded mandates. If the state or federal governments seek to promote particular policy objectives, such mandates should be accompanied by an appropriate level of funding.

## COMMUNITY DEVELOPMENT

**ECONOMIC DEVELOPMENT:** Dodge City relies on state and federal programs to remain competitive in efforts to attract and retain businesses and qualified labor. Unfortunately, many government programs are designed for either urban or rural communities, of which Dodge City is neither, due to the region's micropolitan statistical area ( $\mu$ SA) geographical designation. In other words, Dodge City is too big for rural-oriented programs and too small for urban-oriented programs. Therefore, Dodge City is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities that are ineligible for many programs.

**HISTORIC PRESERVATION:** The Historic Tax Credit program and Historic Preservation Grants should be maintained and enhanced. Such programs assist communities in maintaining and/or restoring their historic buildings and serve as a critical resource for economic development and job creation. Without such gap assistance, many if not all redevelopment plans would be impossible to fulfill. These credits and grants provide valuable private investment that preserves our history and heritage not only for today but for future generations.

**ZONING:** Zoning is a fundamental municipal responsibility and is best controlled by local governments to ensure that acceptable and compatible uses of property are in place to retain and preserve the character of a community. This regulatory process is an activity best suited to the locally elected municipal bodies when considerations of health, safety and welfare of the community are to be determined. Dodge City opposes any change which would limit authority of cities.

**STAR BONDS:** Dodge City supports the ability of cities to utilize STAR bonds in order to promote economic development.

## HOUSING

The State of Kansas has provided many useful tools for communities to utilize where gaps between

construction rates and market rates prohibit development without incentives. Dodge City wants to encourage the retention of these programs; however, we would also encourage the simplification of the processes required to make utilization timely and less complicated.

Dodge City strongly supports the Moderate-Income Housing (MIH) Program, an initiative funded by the State of Kansas and administered by Kansas Housing Resources Corporation (KHRC), which works to help cities and counties develop multi-family rental units, single-family for-purchase homes, and water, sewer and street extensions in communities with populations of fewer than 60,000 people. MIH funding can also be used to finance construction costs, rehabilitate unsafe or dilapidated housing, and offer down-payment and closing-cost assistance to homebuyers. We encourage the State of Kansas to continue providing MIH funding and also expand its financial commitment to this very important housing program.

Dodge City also encourages the retention and simplification of programs such as Rural Housing Incentive Districts and Neighborhood Revitalization Program that are currently permitted by statute in qualifying communities. The Kansas Legislature should continue to grant affordable housing tax credits. The tax credit program continues to be a gap financing necessity which is imperative for developers to create affordable housing facilities.

## **TRANSPORTATION**

Passenger rail, freight rail, commercial aviation, general aviation and adequate highways are critical to the safety of our citizens as well as a vital means of maintaining and growing our local economy. Dodge City believes in the continued advocacy and funding for transportation infrastructure and maintenance in Southwest Kansas.

**HIGHWAY:** Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

**RAIL:** Preserving cross-country rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Southwest Kansas Amtrak service. Dodge City believes Amtrak should continue to be adequately funded and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

## **GOVERNMENTAL ETHICS**

**KANSAS OPEN MEETINGS ACT (KOMA) and KANSAS OPEN RECORDS ACT (KORA):** Dodge City supports all levels of government being subject to the same open meeting requirements which promote citizen involvement without being unduly burdensome. Open records laws should balance the public's right to access with the necessity of protecting the privacy of individual citizens and the ability of public agencies to conduct essential business functions. The statutorily required sunset for all exemptions to the Kansas Open Records Act is impractical and should be removed.

## **PUBLIC EMPLOYEES**

City employees are the foundation of effective city government. City governing bodies must have the authority to develop personnel policies in order to attract and maintain a high quality public workforce.

**KPERS/KP&F:** Dodge City accepts the State's efforts to maintain the solvency of the Kansas Public Employees Retirement System by providing employees with a diverse professional investment portfolio that will offer long-term security. Dodge City supports the current statutory framework regarding KPERS and KP&F as passed by the 2012 Kansas Legislature. The local KPERS system should remain separate from the state and school retirement system. Changes to the KPERS/KP&F system should consider the impact on cities' ability to hire and retain qualified public employees.

## **EDUCATION**

An adequate and stable workforce is essential to maintaining and growing the economy of Dodge City and Southwest Kansas. Therefore, Dodge City believes in establishing educational opportunities for local and regional residents. Such opportunities include, but are not limited to, specialized training programs and educational degree programs. To meet these educational goals, Dodge City wishes to maintain adequate funding to allow for growth and advancement of educational programs in K-12, community colleges and vocational training programs. Additionally, Dodge City supports adequate funding for all Kansas Board of Regents institutions.

## **IMMIGRATION**

Immigrant and refugee labor is vital to the Dodge City economy and continued growth and development; therefore, the Kansas Legislature should engage the immigration issue in a sensible way. In correlation to this issue and due to the increased number of safety and transportation risks with uninsured drivers, Dodge City supports the initiative of limited and restricted driver's license bill to be introduced in the legislative session.

## **GAMBLING**

By law, two percent of gambling revenue in Kansas must go to the Problem Gambling and Addictions Grant Fund which is designed to treat problem gamblers and people with other addictions. Grants are to be awarded for the direct treatment of pathological gambling and for research regarding the impact of gambling on residents of Kansas, including determining the effectiveness of education and prevention efforts.

The two percent Problem Gambling Fund needs to be protected for the purpose it is intended and needs to be allocated throughout the State with an emphasis on the gaming zones where people are at a greater risk to develop issues with problem gambling. The State of Kansas should not pursue legislation which negatively affects existing gaming facilities, due to the impact on communities which have dedicated public funds for infrastructure and growth related to such facilities.

## **WATER**

In 2015, Dodge City is dedicated to thoughtful water policy that enables Dodge City to safely and effectively meet water needs while also protecting resources. Dodge City believes increased local involvement is critical to the successful implementation of the current Kansas Water Plan and the Vision for the Future of Water in Kansas plan which is intended to coordinate the management, conservation and development of the water resources across the state for the next fifty years. Dodge City also strongly encourages the development of new and sustainable water supplies.

In order to provide for the future growth of a community, cities must be diligent in purchasing water rights; however, in the past, water rights were ‘tied together’ and municipalities lost additional allocation with this procedure. When water rights are converted to municipal use from agriculture use, there is a reduction in the amount allowed for consumption. Agriculture consumption is in the form of irrigation. Most of the water consumption incurred by municipalities occurs during the summer months by irrigation. Consequently, one would think that municipalities would not have a reduction when converting water rights.

Dodge City supports legislation to allow municipalities the ability to “untie” currently owned water rights and reducing or eliminating the conversion of water rights from agriculture to municipal.

**CITY OF DODGE CITY  
2015 LEGISLATIVE POLICY  
FEDERAL EDITION**

**TRANSPORTATION**

**AIR:** The Essential Air Service (EAS) program is critical to providing the region with access to multiple major international airports. Dodge City encourages continued federal funding for passenger air service to Dodge City.

Dodge City supports incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in the Dodge City and Southwest Kansas communities.

Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports. AIP funding is available and should continue to be available to all airports. The uninterrupted funding of the AIP program is critical to the timely delivery of airport improvements. Dodge City supports continued and uninterrupted funding of Federal Aviation Administration and Airport Improvement Projects for airports.

**HIGHWAY:** Transportation infrastructure is critical not only to the safety of regional residents and travelers but also to the maintenance and growth of the regional economy. Dodge City supports increased transportation safety including continued funding for highway maintenance and infrastructure investment and efforts to promote traveler safety.

**RAIL:** Preserving cross-country rail service through Dodge City and Southwest Kansas is important as rural regions must offer many alternative modes of transportation. Dodge City believes freight and passenger rail service is one way to maintain and grow the economy of Dodge City. Such service includes, but is not limited to, Southwest Kansas Amtrak service. Dodge City believes Amtrak should continue to be adequately funded at the federal level and that necessary upgrades to rail infrastructure be provided through a joint effort involving federal, states, Amtrak and BNSF.

**IMMIGRATION**

Immigrant and refugee labor is vital to the Dodge City economy. Concurrently, Dodge City believes in legal immigration. Therefore, Dodge City believes the United States Congress should approach the immigration issue in a sensible way. For Dodge City, a sensible approach is an approach built on three essential foundations:

- 1) all immigration legislation is tempered with an understanding of such legislation's economic impact for companies employing immigrants;
- 2) a recognition that immigrants living in Dodge City require a reduction in time and distance barriers between the individual and his or her pursuance of legal residency; and
- 3) a recognition that Dodge City requires additional resources to integrate immigrants into the community.

## **HOUSING**

Advocate to maintain for the current Rural Definition issue and its impact on communities and commit ample time for public comment and collaboration with stakeholders before making any determination on eligibility.

Prevent disproportionate cuts to rural development programs. Such cuts affect rural housing, water/sewer and business programs, all of which are vital to the continued prosperity of the economy in rural communities.

Provide the assistance of the USDA Rural Development to offer training in local housing associations, in programs such as the Direct Home Loans, Home Repair Loans and Grants, Mutual Self-Help Housing and Guaranteed Rural Housing Loans.

Provide funding of adequate staff levels or training for local entities to accommodate reasonable turn-around times for home loan processing.

## **FEMA**

Dodge City supports new legislation prohibiting FEMA from adding previously unmapped or any new special flood hazard areas to flood insurance rate maps without local government agency approval. In addition, Dodge City supports new legislation prohibiting FEMA from using the “approximation method” for establishing new special flood hazard areas, particularly in developed areas of the country. The “approximation method” was designed by FEMA to streamline map modernizations and employs no reasonable opportunity for due process by affected property owners and local officials. New special flood hazard areas should only be added to the flood insurance rate maps after a detailed study and concurrence of local government. Dodge City supports legislation that would extend the accreditation time period to current certification allowing cities to responsibly budget the financing necessary to meet the required improvements to the levy system and giving FEMA funding for levy maintenance operations.

New special flood hazard areas, as part of any map modernization or remapping of flood insurance rate maps, should be in consultation with FEMA and local government.

# *Memorandum*

*To: City Commission*  
*From: Cherise Tieben, City Manager*  
*Date: January 20, 2015*  
*Subject: Board Appointments*  
*Agenda Item: New Business*

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**Recommendation:** Staff recommends the City Commission to appoint City Commissioners to the following boards:

- Dodge City Family YMCA
- Dodge City Ford County Development Corporation
- Community Facilities Advisory Board

**Justification:** By agreement of the Dodge City Family YMCA and bylaws of the Dodge City Ford County Development Corporation and the Community Facilities Advisory Board, representatives from the City Commission are requested to be appointed to serve on these organizations.

**Financial Considerations:** None

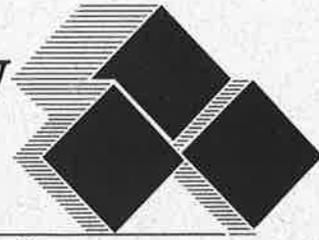
**Purpose/Mission:** These appointments are consistent with the City's Core Purpose of "Together We Serve to Make Dodge City the Best Place to be."

**Legal Considerations:** None

**Attachments:** Dodge City Ford County Development Corporation, request letter.

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# Dodge City Ford County



D E V E L O P M E N T   C O R P O R A T I O N

311 W. Spruce • P.O. Box 818 • Dodge City, KS 67801-0818 • (620) 227-9501 • FAX (620) 338-8734 • 1-800-381-3690  
www.dodgedev.org • email: jknight@dodgedev.org

January 5, 2015

Cherise Tieben, City Manager  
City of Dodge City  
P.O. Box 880  
Dodge City, KS 67801

Dear Cherise;

As we begin the 2015-year, it is time to elect representatives from the City Commission to serve on our Board of Directors.

As stated in our by-laws, we are requesting that you remain on our Management Committee, which meets each month on the third Thursday at 11:30 a.m. You will automatically continue to serve on the Board of Directors also.

Additionally, two City Commissioners are requested to serve on the Board of Directors. Our Board of Directors meets on the third Thursday in the months of March, June, September and November at 12:00 noon. During those months, the Management Committee meeting will precede the Board at 11:00 a.m. instead of 11:30 a.m.

We greatly appreciate the support and interest the City has shown to our organization. We look forward to continuing the cooperation for the betterment of Dodge City and Ford County.

Please notify us as soon as possible as to whom you have elected to serve on our Board of Directors.

Sincerely,

A handwritten signature in cursive script that reads "Joann Knight". The signature is written in black ink and is positioned above the printed name and title.

Joann Knight  
Executive Director

# Memorandum

*To: City Manager  
City Commissioners*  
*From: Tanner Rutschman, E.I.  
Civil Engineer*  
*Date: January 20, 2015*  
*Subject: 2015 Street Program*  
*Agenda Item: New Business*

---

**Recommendation:** Approve the 2015 Street Program as outlined below.

**Background:** On an annual basis, staff outlines street construction projects for Commission approval. These projects are based on information gathered from staff maintenance records and inspection of the City Streets. Each year as many street projects are included as possible with the funds available for the Street Program. As a result, several projects have been selected for this years Street Program.

**Justification:** Due to the condition of some of the streets in this year's program, major maintenance/reconstruction will be required to maintain the City's street network. Also, this year we will be experimenting with an alternative asphalt preventative maintenance technique that will help extend the life of the pavement and improve its smoothness. All the projects included in this years Street Program were selected from a list of streets as being of the highest priority. Once identified, the appropriate repair technique was chosen for each. These selected streets only account for a portion of the streets that require capital maintenance and next year we will continue the street program and prioritize which streets are in the most severe condition.

**Financial Considerations:** Partial funding of these projects will come form the City's Special Streets Fund for construction and maintenance of the city's streets. A total of \$300,000 would be allocated from the Special Streets Fund for this program. The remaining funds would need to come from General Obligation Bonds. A total of \$2,550,000 of the funds would need to come from GOB funds to complete the program as presented. In this particular case, only a new bond in the amount of \$1,350,000 will need to be taken out. This is due to the low bid on ST 1203 (Trail Street Reconstruction) which resulted in an excess bond amount totalling \$1,200,000. These remaining bonded funds from the Trail St. project can be utilized to fund a portion of these projects.

**Purpose/Mission:** This Project aligns with the City's Core Value of administering Ongoing Improvements to provide for the citizens and prepare for the community's future.

**Legal Considerations:** N/A

**Attachments:** List & Map of 2015 Street Projects.

## **2015 STREET PROGRAM LIST & FUNDING SOURCE**

### **CONCRETE STREET RECONSTRUCTION:**

#### **North 14<sup>th</sup> Ave. – \$ 1,200,000 GOB**

This project consists of reconstructing 14<sup>th</sup> Ave. from Country Acres St. to Ross Boulevard. This part of 14<sup>th</sup> Ave. is the only remaining section without a 9” concrete pavement cross-section. A 3” concrete white topping was placed on this section of roadway in 2002 that has reached the end of its service life and is due for complete reconstruction. In order to match the cross-section of the rest of 14<sup>th</sup> Ave., the current pavement will be excavated and completely reconstructed with 9” NRDJ (Non-Reinforced Dowel Jointed) concrete.

#### **Central Ave. TDD – \$ 1,200,000 GOB**

McDonald’s is in the process of opening a new location in the Village Square Mall parking lot. This development will increase vehicle traffic along Central Avenue and have an adverse effect on the LOS (Level of Service) of the roadway. To thwart this decrease in LOS, a Transportation Development District (TDD) has been proposed to widen the existing roadway to allow a center two-way left-turn lane from San Jose Street to U.S. Highway 50. The proposed TDD will either pay for a portion or all of the construction cost.

#### **4<sup>th</sup> Ave. Reconstruction – \$ 120,000 SS**

This project consists of reconstructing 4<sup>th</sup> Ave. from the bridge in Wright Park to where construction ended on the Trail St. reconstruction project. This section of 4<sup>th</sup> St. is currently asphalt and will be reconstructed with 7” NRDJ concrete pavement. This project will coincide with and tie into the new water park construction and help produce and more complete project overall.

### **ENGINEERING DESIGN:**

#### **U.S. 50 and Fairway Dr. Intersection – \$ 150,000 GOB**

City staff submitted a Geometric Improvement (GI) application to KDOT for fiscal year 2017 that was selected for funding assistance. Following the schedule provided by KDOT, a design consultant must be hired by March and funds will be needed to pay for the design of the intersection. Based on preliminary estimates, final build out of this project will cost \$1,200,000 less a maximum contribution of \$600,000 from KDOT. This bond amount will pay for the design of the intersection.

### **ASPHALT STREET REPAIR:**

#### **Full Depth Reconstruction – \$ 50,000 SS**

This project consists of full-depth reconstruction of Gary Ave. from Ross Blvd. – Cannery Row. The full depth reconstruction process consists of removing the existing asphalt pavement and replacing it with 6 inches of new asphalt pavement over paving

fabric and a treated sub-grade. Some curb and gutter may be replaced, if needed, but a majority of the curb and gutter in this location will remain.

**Mastic One Patching – \$ 30,000 SS**

This project will consist of patching large thermal cracks on four street sections:

- Kerri Dr. (Marsha Ln. – Ragan Rd.)
- McCoy St. (University Dr. – Campus Dr.)
- Andrew St. (University Dr. – Campus Dr.)
- 6<sup>th</sup> Ave. (Comanche St. – Wakonda Way)

This is a preventative maintenance measure that will improve the smoothness of the road surface and deter water from percolating through the pavement and deteriorating the sub-grade. The City is looking to utilize this cost efficient technique more thoroughly in the future as part of a preventative maintenance program.

**2” Asphalt Overlay -- \$ 20,000 SS**

This project consists of overlaying the Frontview St. and Central Ave. intersection with a 2” HMA Surface Course. This maintenance will extend the life of the current pavement and enhance the quality of the driving surface.

**TRAFFIC SIGNAL IMPROVEMENTS – \$ 20,000 SS**

This money will be reserved for repair and/or replacement of traffic signals throughout the City that are in the most need.

**SIDEWALK CONSTRUCTION/REPAIRS – \$ 50,000 SS**

This money would be divided between the Cost Share Program and sidewalk construction projects. Possible locations of sidewalk construction projects include:

- Old City Hall Sidewalk and Retaining Wall
- Soule St. (Hart St. to 14<sup>th</sup> Ave.)
- Comanche St. (2<sup>nd</sup> Ave. to 6<sup>th</sup> Ave.)
- Comanche St. (Central Ave. to Ave. B)
- 14<sup>th</sup> Ave. (Linn St. to Spruce St.)

These are the locations being discussed but the door is still open for other locations to be considered.

**PAVEMENT MARKINGS – \$ 10,000 SS**

This money will go towards materials needed to restripe pavement markings that have been worn away and any other maintenance required for pavement markings.

**Funding Sources:**

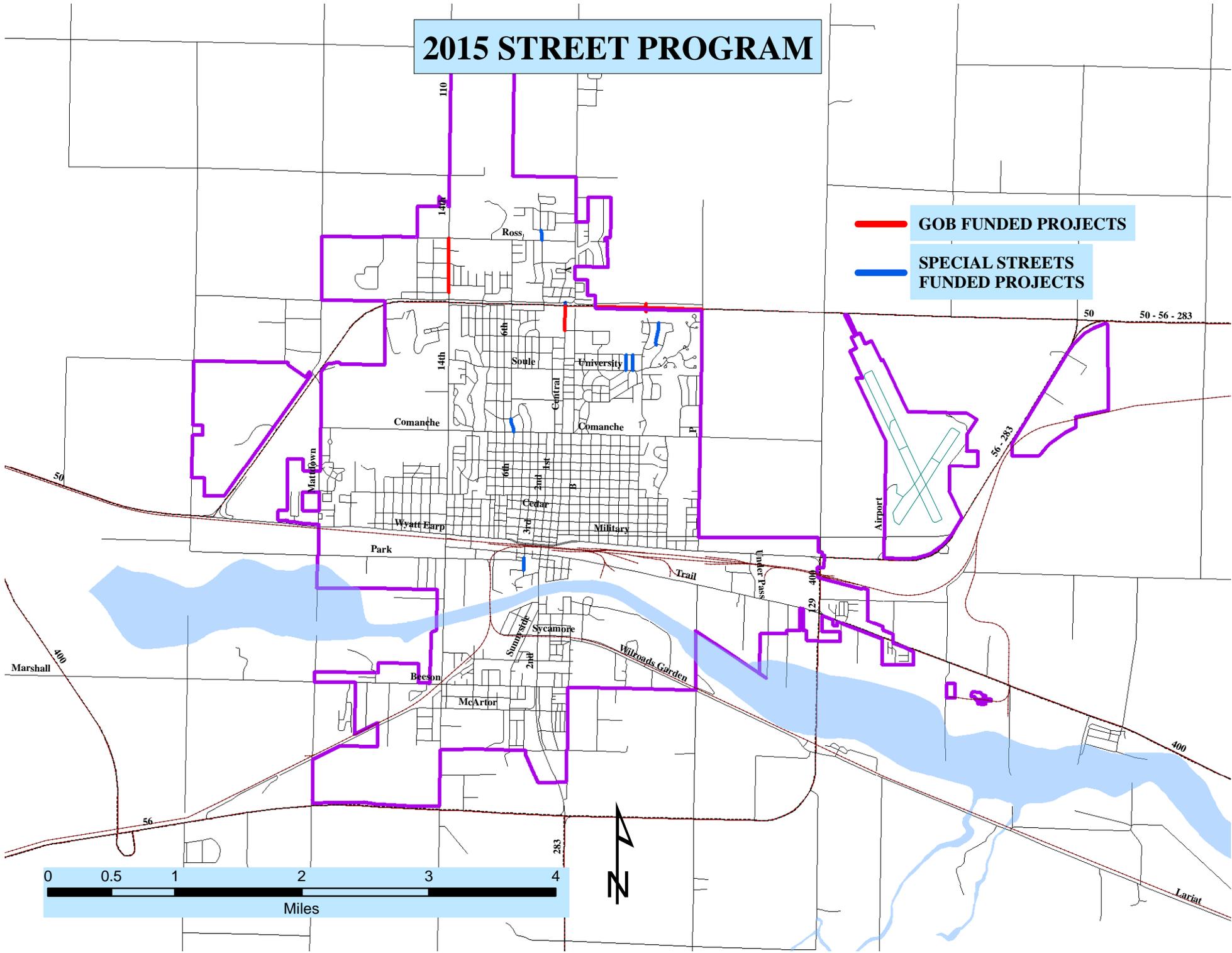
**2015 GOB (General Obligation Bonds) = \$ 1,350,000**

**2013 GOB (General Obligation Bonds) = \$ 1,200,000**

**SS (Special Streets) = \$ 300,000**

# 2015 STREET PROGRAM

-  GOB FUNDED PROJECTS
-  SPECIAL STREETS FUNDED PROJECTS



*Memorandum*

*To: Cherise Tieben, City Manager*  
*From: Nannette Pogue*  
*Date: January 14, 2015*  
*Subject: Allocation of 2014 Special Alcohol and Drug Funds*  
*Agenda Item: New Business*

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

**Background:** The City of Dodge City receives a portion of the alcohol and drug tax that is collected in the community. That tax is allocated 1/3 to the General Fund, 1/3 to a Special Park and Recreation Fund and 1/3 to a Special Alcohol and Drug Fund. This allocation is spelled out in the Kansas State Statutes. The amount deposited into the Special Alcohol and Drug fund are to be used for “the purchase, establishment, maintenance or expansion of services or programs whose principal purpose is alcoholism and drug abuse prevention and education, alcohol and drug detoxification, intervention in alcohol and drug abuse or treatment of persons who are alcoholics or drug abusers or are in danger of becoming alcoholics or drug abusers”. In order to accomplish this, we take applications from agencies/programs that provide those services. A committee of 3 individuals reviewed the applications and made a recommendation on the allocation of these funds. The 3 people serving on the committee were Jane Longmeyer, Luanne Menard and Vickie Williamson. There is approximately \$106,000 to be allocated for these programs. The applications received, the amount applied for and the recommended allocation is:

Organization	Project	Amount of Request	Recommendation
Compass Behavioral Health	Co-occurring Community Support	17,776	15,000
Dodge City Public Library	DVD's and books with related topics. Provide comprehensive list to all service agencies	1,090	1,000
Dodge City Police Dept.	Juvenile Underage Drinking Enforcement (JUDGE) & Gang Resistance Education Training (GREAT) – Red ribbon week supplies, GREAT supplies, Underage Drinking Enforcement	6,700	5,000
New Chance	Addictions Treatment & Counseling	71,368	67,000
Friends of Recovery	Oxford Houses of Dodge City	20,000	18,000

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

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

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

**Legal Considerations:** None



## City of Dodge City

806 N. Second Ave.  
PO Box 880  
Dodge City, KS 67801

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

# Memorandum

To: City Commissioners and City Manager  
From: Project Development Coordinator, Melissa McCoy  
Date: January 20, 2015  
Subject: Replacement of Heating and Cooling System at Homestead Theater  
Agenda Item: New Business

**Recommendation:** Staff recommends approval of the bid from Weber Refrigeration & Heating for a total of \$41,391 for the demolition and replacement of the boiler and air handlers at the Homestead Theater. The existing system will be replaced with four 96% efficient gas furnaces with split condensers.

**Background:** The current heating system for the Homestead Theater is ran off a boiler tied into four air handlers, two of which have older split condensers tied into the cooling portion, the other two do not provide cooling.

On Thursday, January 8 the boiler in the Homestead Building in the Santa Fe Depot Complex collapsed when the heat exchanger failed on the system leaving it inoperable. In order to stop water pipes from freezing, air handlers were brought in to provide minimal heat to the building where the Depot Theater Company offices are located.

**Justification:** Weber Refrigeration and Heating had the lowest bid.

**Financial Considerations:** The price to install the four 96% efficient furnaces was \$41,391 which is \$19,251 less than installing the two boilers and 4 air handlers needed to replace the existing system.

**Attachments:**

Bid Tabulation  
Bid Proposals

# Dodge City Parks & Recreation Bid Tabulation

## Santa Fe Depot Complex Heating and Cooling System (Homestead Theater)

January 20, 2015

<b>Bidder</b>	<b>Total for Demolition and Parts and Installation</b>
Weber Refrigeration & Heating	\$ 41,391.00
Ray OMO Inc.	\$47,250.00
Stewart Plumbing- Heating	\$63,876.00

# Proposal

WEBER REFRIGERATION & HEATING

11154 KLIENSEN STREET

DODGE CITY, KS 67801

(TEL) 620-225-7700 OR 800-886-2188 (FAX) 620-227-6134

DODGE CITY SALES: JUSTIN NAU

DATE: 01/09/15  
SUBMITTED TO: City of Dodge  
Homestead Theatre  
Dodge City, KS, 67801  
Kurt- 620-339-0328



**FOR MONEY SAVING TIPS AND ENERGY SAVING IDEAS, VISIT [www.weberorange.com](http://www.weberorange.com)**

We hereby submit specifications and estimates for:

The current heating system for the Homestead Theatre is ran off a boiler tied in to 4 air handlers, two of which have older split condensers tied in for the cooling portion, the other two do not have cooling. The heat exchanger has failed on the boiler, so it is not operable. I have included two prices to replace this system. One is to replace the boiler with two 95% efficient boilers twinned together and 4 air handlers with split condensers. The other price is to not use a boiler and instead install 4 96% efficient gas furnaces with split condensers.

Price to install the two boilers, 4 air handlers, and 4 13 SEER A/C's	Demolition	\$6,018 tax exempt
	Install	\$54,624 tax exempt

Price to install 4 96% efficient furnaces with 4 13 SEER A/C's	Demolition	\$6,018 tax exempt
	Install	\$35,373 tax exempt

These prices include all parts, labor, and taxes, including running the required refrigerant line sets and electrical service to the outdoor units. The flues on the new boilers and furnaces would be 3" pvc and run through the current metal flue of the old boiler.

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications and prices.

Payment to be made as follows: In full upon completion. We do accept Visa, MasterCard & Discover. We also have finance options (with approved credit).

Customer (debtor) agrees to pay all reasonable costs and expenses incurred by Weber Refrigeration (seller) incurred in the collection, enforcement or protection of seller's rights and remedies for any goods and/or services provided by Weber Refrigeration. This amount and these expenses may include, but is not limited to, attorney's fees and other legal cost and expenses incurred by seller in exercising and remedy available to seller under this agreement or other law.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Lennox, Amana, and other manufactures offer an extended warranty (beyond the standard warranty) on some units to homeowners who complete an online registration or product registration, usually within 60 days but it does vary. It is the homeowner's responsibility to register their equipment online or with the manufacturer for the extended warranty if available. Please ask Weber Refrigeration if you have any questions.

Authorized Signature: \_\_\_\_\_ Note: This proposal may be withdrawn by us if not accepted within **30** days.

## Acceptance of Proposal

---The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

# Proposal

- Plumbing
- Heating
- Air Conditioning



Deduct \$900 for Hot Water Heater.

- Refrigeration
- Sheet Metal
- Water Conditioners

309 E. Trail, Dodge City, Kansas 67801 • Phone 620-227-3101 • Fax: 620-227-7227

Proposal Submitted To <b>City of Dodge City</b>		Phone	Date <b>1/19/2015</b>
Street		Job Name <b>HVAC replacement</b>	
City, State and Zip Code <b>Dodge City, KS 67801</b>		Job Location <b>Depot Theater</b>	
Date of Plans		Job Phone	

We hereby submit specifications and estimates for:

We will provide all necessary labor and material for the installation of a new HVAC system for the above referenced location as follows:

1. Caravan GGHT-800E Boiler
2. 3-Ton Fan Coil Units W/ DX coils and condensing units
2. 5-Ton Fan Coil units W/ DX coils and condensing units

We will remove the existing equipment and set new in its place. We will connect to all the existing utilities. Any items not needed will be removed to try and "clean-up" the space. All electrical is included in our bid. Condensing units will set on pre-formed pads near the Southeast corner of the building.

Total Price: \$61,000.00

**Option:**

Completely remove the boiler and install four (4) new Split systems in its stead.

2. 3-Ton Carrier Condensing units 13 S.E.E.R.
2. 5-Ton Carrier Condensing units 13 S.E.E.R.
2. 120,000 BTU Condensing gas Furnaces 92% AFUE
2. 80,000 BTU Condensing gas Furnaces 92% AFUE

We will remove all the existing equipment and set new in its place. We will connect to existing ductwork and make any repairs needed. The new condensing units will set on pre-formed pads as before. Flues will route outside under the steps to the kitchen. All gas, hydronic and electrical piping will be cleaned up and installed per current code standards.

Total Price: \$48,150.00

\*both prices include the replacement of one 40 Gallon gas water heater.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*61,000.00* dollars (\$ *61,000.00*).

Payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance. Seller retains title to all goods until paid for in full.

SERVICE CHARGE OF 1 1/2% per month charged on accounts not paid within 10 days.

Authorized Signature \_\_\_\_\_

NOTE: This proposal automatically expires after 30 days or as otherwise specified by Ray Omo, Inc.

**Acceptance of Proposal** - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# Proposal

# Stewart

## PLUMBING-HEATING

101 WOODLAND AVE. DODGE CITY, KS. 67801  
(620) 227-7127 FAX (620) 225-0730

PROPOSAL SUBMITTED TO:	Dodge City, City of	PHONE	DATE	January 15, 2015
STREET	806 N 2nd st	JOB NAME	Boiler	
CITY STATE AND ZIP CODE	dc ks 67801	JOB LOCATION	homestead theater	
CONTACT	Kurt N.	FAX #		

We hereby submit specifications and estimates for:

**HVAC options**

For upgrading the existing collapsed section boiler with a 98% modulating boiler

Total, installation included..... \$31,425.00

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Additional to replace 4 air handlers..... \$37,280.00

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For replacing the four air handlers and boiler with 90+% efficient gas furnaces and 13 seer air conditioners.

Total, installation included..... \$63,876.00

note: Mitsubishi was a much higher option

WE PROPOSE hereby to furnish materials and labor--complete in accordance with above specifications, for the sum of:

Payment to be as follows:  
upon completion of work

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized Signature *Michael Heiland*

Note: This proposal may be withdrawn if not accepted within 15 days.

Acceptance of Proposal- The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance \_\_\_\_\_ Signature: \_\_\_\_\_