CITY COMMISSION MEETING AGENDA

City Hall Commission Chambers
Monday, October 17, 2016
7:00 p.m.
MEETING #5048

CALL TO ORDER

ROLL CALL

INVOCATION BY Pastor Mahlon Stuckey of First Southern Baptist

PLEDGE OF ALLEGIANCE

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, October 3, 2016;
2. Appropriation Ordinance No. 20, October 17, 2016;
3. Cereal Malt Beverage License:
    a. Sombreros Mexican Food, 308 W. Wyatt Earp Blvd.;
4. Approval of Lease Agreement with PenAir, Inc.

ORDINANCES & RESOLUTIONS

Ordinance No. 3639: An Ordinance Authorizing the Execution of the Third Amendment to the Loan Agreement Between Dodge City, Kansas and the State of Kansas, Acting by and Through the Kansas Department of Health and Environment for the Purpose of Obtaining a Loan From the Kansas Water Pollution Control Revolving Fund for the Purpose of Financing a Wastewater Treatment Project; Establishing a Dedicated Source of Revenue for Certain Documents in Connection with the Third Amendment to the Loan Agreement. Report by Assistant to City Manager, Ernestor Delarosa.

Ordinance No. 3640: An Ordinance Establishing No Parking Zone on Frontview Road From Loretta Avenue West 1, 350 Feet and Providing Penalties for the Violation of the Provisions of This Ordinance. Report by Director of Engineering, Ray Slattery.

Resolution No 2016-24: A Resolution Delaying the Commencement of the Collection of a Community Improvement District Sales Tax from January 1, 2017 to January 1 , 2018.(Santa Fe Plaza Cid). Report by Finance Director/City Clerk, Nannette Pogue.

Resolution No 2016-25: A Resolution Delaying the Commencement of the Collection of a Community Improvement District Sales Tax from April 1, 2017 to July 1, 2017(Inn Vestments). Report by Finance Director/City Clerk, Nannette Pogue.

UNFINISHED BUSINESS

NEW BUSINESS

1. Approval of Amendment Agreement for Operations Maintenance and Management Services for CH2M Hill. Report by City Manager, Cherise Tieben.

2. Approval of the 2017 Southwest Kansas Coalition Legislative Policy. Report by Assistant to City Manager, Ernestor Delarosa.

3. Agreement for Removal of Sediment in River Bed – Accreditation Levee System Project. Report by Director of Engineering, Ray Slattery.

4. Approval for Radio Communication Devices for Fire/Police/Public Works Departments. Report by City Manager, Cherise Tieben.

OTHER BUSINESS

EXECUTIVE SESSION

Confidential Data Relating to Second Parties

ADJOURNMENT

CITY COMMISSION WORK SESSION MINUTES

City Hall Commission Chambers
Monday, October 3, 2016
6:30 p.m.

CALL TO ORDER

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

The City Commission discussed the Bicycle/Pedestrian path in the north part of Dodge City. Paul Lewis, Director of Park and Recreation talked about the history and current uses of the path. Some citizens had inquired about lighting, additional doggy stations and benches in a previous City Commission meeting.

ADJOURNMENT

The meeting was adjourned on a motion by Commissioner Brian Delzeit, seconded by Commissioner Joyce Warshaw.

____
Mayor, Rick Sowers

ATTEST:

____
Nannette Pogue, City Clerk

CITY COMMISSION MEETING MINUTES

City Hall Commission Chambers
Monday, October 3, 2016
7:00 p.m.
MEETING #5047

CALL TO ORDER

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

INVOCATION by Pastor Mahlon Stucky of first Southern Baptist

PLEDGE OF ALLEGIANCE

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

Cathy Reeves, Library Director, presented quarterly information to the City Commission and the public regarding the Dodge City Public Library.

CONSENT CALENDAR

1. Approval of City Commission Meeting Minutes, September 19, 2016;
2. Appropriation Ordinance No. 19, October 3, 2016;

ORDINANCES & RESOLUTIONS

Resolution No. 2016-22: A Resolution in Support of an Application for Funding Through the Moderate Income Housing Program Offered Through the Kansas Housing Resources Corporation to be utilized for the Abandoned Housing Program in Dodge City, Kansas was approved on a motion by Commissioner Brian Delzeit. The motion was seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

Resolution No. 2016-23: A Resolution Declaring it Necessary to Repair, Alter, Extend, Reconstruct, Enlarge or Improve the Drainage Utility System of the City of Dodge City, Kansas; to Issue Drainage Utility System Revenue Bonds for the Purpose of Paying the Costs Thereof and Related Bond Reserves and Financing Costs; and Providing for the Giving of Notice of Said Intention was approved on a motion by Commissioner Jan Scoggins. Commissioner Brian Delzeit seconded the motion. The motion carried by a vote of 4 to 1, with Commissioner Kent Smoll voting no.

NEW BUSINESS

1. The bid for the repair and/or replacement of 30 roofs on City buildings that were damaged in the May hail storm from Diamond Roofing in the amount of $246,750 was approved on a motion by Commissioner Kent Smoll. The motion was seconded by Commissioner Jan Scoggins. The motion carried unanimously.

2. The bid for Sun Shades at Legends Park from Regal Plastics in the amount of 22,312.74 and for the labor from Cimarron Welding in the amount of $12,000 for a total of $34,312.74 was approved on a motion by Commissioner Brian Delzeit. The motion was seconded by Commissioner Joyce Warshaw. The motion carried unanimously.

3. The bid for removal and replacement of Skylights at YMCA Main Building from Diamond Roofing in the amount of 46,800 was approved on a motion by Commissioner Joyce Warshaw. The motion was seconded by Commissioner Kent Smoll. The motion carried unanimously.

OTHER BUSINESS

Cherise Tieben, City Manager

- There will be an open house for the Central Avenue Improvements on Wednesday, October 5 from 4:30 to 6:30 p.m. in the VIP Room at the Civic Center.
- Asked about interest from the City Commission in attending the KTC meeting October 19 in Olathe, KS. There was no interest.
- Jan, Joyce and Cherise will be attending the League of Kansas Municipalities meeting this weekend. They will be back on Monday.
- October 10 will be the open house and ribbon cutting for the DCCC Activity Center from 4:30 to 6:30 p.m. The ribbon cutting will be at approximately 5:30.
- The League of Kansas Municipalities supper will be held in Scott City on October 20. Jan and Joyce along with other staff will be attending

Kent Smoll

- Shop local and often

Jan Scoggins

- Thanked the Library for their presentation tonight and all that they do in the community. Congratulated them on bringing the Western Writers of America to Dodge City.
- Dodge City has a wonderful water park that was opened in May of 2016. It was well attended throughout the summer. We also have a top of the line Ice Skating Rink that opened for the season in September. The skates are quality and people are having a lot of fun.

Brian Delzeit

- Reminded everyone of the upcoming events at the United Wireless Arena:
  Make America Rock Again on October 7
  MMA Boxing on November 5
  Martina McBride on November 18

Joyce Warshaw

- Complimented all of the organizers of Final Friday. It is a great event.

Rick Sowers

ADJOURNMENT

Commissioner Jan Scoggins moved to adjourn the meeting and Commissioner Kent Smoll seconded the motion. The motion carried unanimously.

____

Mayor, Rick Sowers

ATTEST:

____

Nannette Pogue, City Clerk

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

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

☑ City or ☐ County of Dodge City

SECTION 1 – LICENSE TYPE
Check One: ☒ New License ☐ Renew License ☐ Special Event Permit
Check One: ☑ License to sell cereal malt beverages for consumption on the premises. ☐ License to sell cereal malt beverages in original and unopened containers and not for consumption on the licenses premises.

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-30080 7492F01		
Name Martin Rosas	Phone No. 316-573-7020	Date of Birth 11-10-71
Residence Street Address ~~1008~~ 2000 Fairway dr	City Dodge City	Zip Code 67801
Applicant Spousal Information		
Spouse Name Karime Rosas	Phone No 620-391-1654	Date of Birth 01-21-81
Residence Street Address 2000 fairway dr	City Dodge City KS	Zip Code 67801

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	**Mailing Address (If different from business address)**
DBA Name LOS SOMBREROS MEXICAN FOOD	Name
Business Location Address 308-W Wyatt Earp Blvd	Address
City Dodge City State KS Zip 67801	City State Zip
Business Phone No. 316-347 4374	☑ I own the proposed business or special event location. ☐ I do not own the proposed business or event location.
Business Location Owner Name(s) Martin Rosas	

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	☑ Yes ☐ No
I have been a resident of Kansas for at least one year prior to application.	☑ Yes ☐ No
I have resided within the state of Kansas for 27 years.	
I am at least 21 years old.	☑ Yes ☐ No
I have been a resident of this county for at least 6 months.	☑ Yes ☐ 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.	☐ Yes Have ☑ No Have Not
My spouse has previously held a CMB license.	☐ Yes ☑ No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	☐ Yes ☑ No

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: *City Manager*
City Commissioners
From: *Corey Keller*
Date: *October 12, 2016*
Subject: *PenAir Lease Agreement*
Agenda Item: *Consent Calendar*

Recommendation: To enter into agreement to lease PenAir office and ramp space at the Airport.

Justification: Attached is a lease agreement that PenAir has agreed to the lease terms of office and ramp space at the airport terminal for a period of two years. The amount of lease is $1,200.00 for the office and ramp space and will also include a $600.00 a month landing fee for a total of $1,800.00 per month. The lease agreement is very similar to the lease agreement the City and Great Lakes had. The only change is that this lease will be renewed every two years instead of five years.

The lease will become effective as of October 1, 2016 and end on October 1, 2018. Signatures of both parties will activate the lease. PenAir has already agreed to the terms and has sign their portion of the document. The signature of the Mayor and Nannette will complete the process.

Financial Considerations: PenAir will pay the City $1800.00 a month for the two year term.

CITY OF DODGE CITY AIRPORT LEASE WITH, Peninsula Airways, Inc. (PenAir)

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

1. PREMISES. 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."

    PenAir office rent, ramp space and landing fees
    ($1,200.00 office space, ramp rent and $ 600.00 landing fee)
    $ 1,800.00 monthly basic rent includes utilities, janitorial service, snow removal, maintenance, lawn care, counter space, storage area and lobby space.

2. RENTAL FEE:

A. The sum of $ 1,800.00, as shown in Exhibit A, is the monthly basic rent and shall commence on October 1, 2016. The first monthly installment of basic rent for the first lease year shall be payable on the 5th day of October, 2016; each succeeding monthly installment shall be due on the 5th day of each month thereafter. Each October 1, the rental fee will change in proportion to the CPI-U Midwest Urban Cities (Consumer Price Index) of the most recent calendar 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=CUURA214SA0,CUUSA214SA0. 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 1st quarter of each calendar year; however this is not a requirement for the implementation of these annual fee changes.

B. 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 fifth (5th) 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 October 1, 2016 and expires on October 1, 2018 inclusive, a period of 2 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 an additional two (2) year term unless the 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. Except for rental fee, 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. 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.

B. 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.

C. Lessee will have roof access of any leased facilities to install microwave antennas, at its own cost, with prior approval from FAA, NOAA and the Airport Manager, which approval is subject to revocation in the event of interference with equipment or services provided by FAA or NOAA.

8. REPAIRS AND MAINTENANCE:

A. Lessee shall make all repairs, whether structural or otherwise, necessary to preserve the 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.

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 23 or, after giving notice and opportunity to cure such failure as provided in paragraph 24, 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 the 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.

9. PERMANENT IMPROVEMENTS TO PREMISES:

A. To the extent allowed by the existing budget environment, the City is obligated to rebuild, replace, maintain, repair, improve, enlarge or remodel premises. 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 and shall conform to the following minimum requirements unless specifically waived by the City in writing.

1) Any new buildings or additions to buildings now on premises shall be restricted to commercial, industrial or warehouse use as approved by the City.

2) Outside walls of all new buildings or additions must be of masonry construction, decorative metal or their equivalent.

3) All roofs shall be constructed from fire resistant material.

4) All signage shall comply with the 1997 Dodge City Zoning Ordinance.

5) Lessee shall obtain and pay for all requisite government permit and authorizations related to new construction on premises prior to commencement thereof; Lessee shall comply with applicable building a zoning laws and ordinances and other government regulations and requirements.

6) All construction shall be prosecuted to completion with diligence in a workmanlike manner.

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. Other examples, again without limitation, shall include attach carpet and other floor covering, draperies, light fixtures, wall panel and permanently installed equipment. 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, it 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 within one hundred twenty (120) days after the happening 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 reasonably practicable 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 occupancy, and the same cannot be repaired with reasonable diligence within one hundred twenty (120) days after the happening 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 fifteen (15) 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:

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

1) This policy shall be on a Comprehensive General Liability form.
2) The City shall be an additional insured as Lessor of the premises.
3) Policy limits shall be at least: $1,000,000 per occurrence, $2,000,000 aggregate.
4) Lessee shall also maintain workers compensation insurance for its employees and agents as required by Kansas Law.

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. All insurance policies described in subparagraph A. and B. of this paragraph and renewals thereof shall name the City and Lessee as insured parties and shall contain a provision prohibiting cancellation by the insurer without at least ten (10) days prior written notice to the City and Lessee. Lessee shall deliver to the City a certificate of such insurance within ten (10) days after this agreement is executed between the City and Lessee.

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 it 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. 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.

20. 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.

21. 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.

22. 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.

23. 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 there under (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); or;

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 28 of this lease which shall take effect immediately on issuance thereof without providing a ten (10) day period within which to cure this default.

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 24 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.

24. 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 paragraph 23 of this lease;

4) Upon the occurrence of any default by Lessee as more particularly set forth in paragraph 23. 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.

25. 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 it 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 tall such terms and conditions of this Lease during such extended possession.

26. 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.

27. 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.

28. 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

Peninsula Airways, Inc.
6100 Boeing Ave.
Anchorage, AK 99502
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 constitutes the entire agreement between the parties and 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.

______________________________	By: ______________________________
Date	Lessee or its authorized representative
	Peninsula Airways, Inc. 6100 Boeing Ave. Anchorage, AK 99502
______________________________	By: ______________________________
Date	Corey Keller, Airport Manager
______________________________	By:______________________________
Date	Rick Sowers , Mayor
	Attest:____________________________
	Nannette Pogue, City Clerk

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, Rick Sowers, 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 ALASKA, CITY OF ANCHORAGE, 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, Cherise Tieben City Commissioners
From:	Nannette Pogue Ernestor De La Rosa
Date:	October 13, 2016
Subject:	Biogas upgrading facility financing
Agenda Item:	Ordinance 3639

Recommendation: Staff recommends the City Commission approve Ordinance 3639,which calls for a 3rd amendment to the loan agreement with the Kansas Department of Health and Environment and the City of Dodge City for financing of the City's Warrior project (biogas upgrading facility).

Background: The Warrior project will capture the methane from under the covers at the existing south wastewater treatment plant. The methane will be processed to a standard acceptable to be placed into a nearby transportation line for natural gas. We will then sell that natural gas through our contract with US Energy. The proceeds will readily provide funding for the project included in this amendment.

Justification: The amendment to the agreement will provide funding for the City's Warrior project.

Financial Considerations: The loan document will increase the principal to an amount not to exceed the existing loan by $9,834150.09 at a rate of 2.58% and the term will remain unchanged.

Purpose/Mission: This project follow's the City's Core Value of "Ongoing Improvement", together we value progress, growth & new possibilities by providing and preparing for the community's future.

Legal Considerations: The City Attorney has reviewed the amendment agreement and recommends approval.

Attachments: Third amendment to the loan agreement and Ordinance 3639.

THIRD AMENDMENT TO THE
LOAN AGREEMENT

By and Between

THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
ACTING ON BEHALF OF
THE STATE OF KANSAS

AND

DODGE CITY, KANSAS
KWPCRF PROJECT NO.: C20 1792 01

ORIGINAL LOAN AGREEMENT
EFFECTIVE AS OF SEPTEMBER 22, 2009

AMENDMENT NO.: 3
EFFECTIVE AS OF SEPTEMBER 20, 2016

Third Amendment to
the Loan Agreement by and between the
Kansas Department of Health and Environment
Acting on Behalf of the State of Kansas
and Dodge City, Kansas
Effective as of September 20, 2016

WHEREAS, the City of Dodge City, Kansas (the Municipality) has entered into a Loan Agreement with the Kansas Department of Health and Environment, acting on behalf of the State of Kansas, effective as of September 22, 2009 (the "Loan Agreement"); and

WHEREAS, said Loan Agreement was entered into for the benefit of the Municipality, KWPCRF Project No. C20 1792 01; and

WHEREAS, the Municipality and KDHE hereby determines that it is necessary to amend certain exhibits to the Loan Agreement, and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, this Third Amendment to the Loan Agreement has been duly authorized and approved by the Kansas Development Finance Authority (attached hereto as Exhibit 1).

WHEREAS, this Third Amendment to the Loan Agreement is entered into and effective as of September 20, 2016;

THEREFORE, the Loan Agreement is amended as follows:

SECTION 1. Article II, Loan Terms, Section 2.01, Amount of Loan and Exhibit(s) A, B, C, D, F and G of the LOAN AGREEMENT BY AND BETWEEN THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT AND DODGE CITY, KANSAS are hereby amended to read as set forth on the pages attached hereto.

SECTION 2. Except as herein specifically set out, the Loan Agreement is confirmed and ratified.

IN WITNESS WHEREOF, KDHE and the Municipality have caused this Third Amendment to the Loan Agreement for the Municipality to be executed, sealed and delivered, effective as of September 20, 2016.

AD ASTRA PER ASPERA
Kansas
Department of Health and Environment

The KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT, acting on behalf of THE STATE OF KANSAS

By [illegible], Deputy Secretary, for Dr. Mosier
Secretary

"KDHE"

Date: 9/26/16

DODGE CITY, KANSAS

By____________________________

Title: ____________________________

(Seal)

ATTEST:

By____________________________
Title:

The "Municipality"

Date: ____________________________

CONSENT OF THE KANSAS DEVELOPMENT FINANCE AUTHORITY
FOR EXECUTION OF THE THIRD AMENDMENT TO THE LOAN AGREEMENT
BY AND BETWEEN
THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AND DODGE CITY, KANSAS

WHEREAS, pursuant to the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 et seq. (the "Act"), the State of Kansas has established the Kansas Water Pollution Control Revolving Fund for the purposes of the Federal Water Quality Act of 1987 to be administered and managed by the Secretary of the Kansas Department of Health and Environment ("KDHE"); and

WHEREAS, the Kansas Development Finance Authority (the "Authority"), the Kansas Department of Administration, and the Secretary of KDHE have entered into an Inter-Agency Agreement dated as of March 1, 1999, and a Pledge Agreement as amended, pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for Wastewater Treatment Projects and to pledge the interest portion of the Loan Repayments received pursuant to such Loan Agreements and certain other revenues to the Authority and the Authority, in turn, pledges its rights to the Revenues under the Agreement to the payment of the principal of, premium, if any, and interest on the Bonds issued for the purpose of loaning the proceeds thereof to the participating municipalities; and

WHEREAS, based on said Pledge Agreement, KDHE has entered into a Loan Agreement effective September 22, 2009, with Dodge City, Kansas (the Municipality) for the benefit of KWPCRF Project No. C20 1792 01; and

WHEREAS, KDHE has expressed the need and intent to amend certain provisions and exhibits of said Loan Agreement with the Municipality in the form as set forth in a Third Amendment to the Loan Agreement as attached hereto; and

WHEREAS, pursuant to Section 6.04 of the Loan Agreement, the Authority must consent, in writing, to any amendment, supplement or modifications to the Loan Agreement.

WITNESSETH, the Kansas Development Finance Authority hereby agrees as follows:

(1) The Authority acknowledges receipt of the Third Amendment to the Loan Agreement between the Kansas Department of Health and Environment and Dodge City, Kansas effective as of September 20, 2016;

(2) The Authority consents to the execution of the Third Amendment to the Loan Agreement by KDHE and the Municipality.

KANSAS DEVELOPMENT FINANCE AUTHORITY

By ____________________
Executive Vice-President

ARTICLE II

LOAN TERMS

Section 2.01. Amount of the Loan. Subject to all of the terms, provisions and conditions of this Loan Agreement, and subject to the availability of State and Federal funds, KDHE will loan an amount not to exceed ~~Twenty Five Million Eight Hundred Eighty One Thousand Two Hundred Ninety Five Dollars and Ninety One Cents [$25,881,295.91]~~ Thirty Five Million Seven Hundred Fifteen Thousand Four Hundred Forty Six Dollars [$35,715,446.00] to the Municipality to pay the costs of the Project described in Exhibit A hereto. The final actual amount of the Loan and the amount of principal forgiveness may be reduced without revision of any other terms, provisions or conditions of this Loan Agreement, other than the Loan Repayment Schedule (Exhibit B hereto), to reflect reductions in the estimated or actual total Project Costs as impacted by opening of bids for construction, change orders, final actual costs, and prepayments. The Municipality shall be responsible for any costs incurred by the Municipality in connection with the Project in addition to the amount of the Loan. An amendment to Exhibit B must be accomplished by an Amendment to the Loan Agreement executed by all parties.

EXHIBIT A

DESCRIPTION OF THE PROJECT

~~Four~~ Five separate construction projects will be completed.

The first consists of a 1.25 MGD hollow fiber membrane bioreactor wastewater treatment plant. The treatment plant will include a lift station; fine drum screen; biological treatment activated sludge basins including anaerobic basins, anoxic basins and aerobic basins; membrane basin which will contain the hollow fiber membrane cassettes for mixed liquor filtration; effluent pumps and a closed chamber medium pressure ultraviolet effluent disinfection facility. Additionally, the treatment plant will include aerobic sludge digestion tanks, a centrifuge to produce dewatered biosolids and a covered biosolids storage bay.

The second project consists of the beneficial re-use wastewater effluent distribution line (12 inch diameter approximately 4 miles long) which will convey the effluent to a golf course and other potential irrigation sites.

The third project consists of sanitary sewer interceptor lines to convey raw sewage to a pump station. These interceptor lines are located south and east of the new treatment plant and will discharge sewage to a pump station to be constructed in the fourth project which will be located approximately 4,600 feet east of the new treatment plant.

The fourth project consists of construction of a submersible pump station and 8 inch diameter force main to convey the raw sewage from the gravity interceptor sewer lie to the new wastewater treatment plant.

A project will be constructed to treat bio-gas produced at the South wastewater treatment plant(s) to produce pipeline quality natural gas for sale to a natural gas pipeline company.

EXHIBIT B

LOAN REPAYMENT SCHEDULE
(See Page 8)

DEDICATED SOURCE OF REVENUES AND LOAN REPAYMENT SCHEDULE

Dedicated Source of Revenue.

The Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

Loan Repayment Schedule

The Municipality and KDHE have agreed that interest becoming due semiannually on the Loan during the construction period for the Project may be capitalized and repaid as a part of the Loan. In this regard, KDHE shall give the Municipality written notice of each semiannual installment of interest becoming due during the construction period. At its option, the Municipality may elect to pay such amounts, and if so elected, must pay such amounts within 30 days of receipt of the notice of their becoming due. If the Municipality does not elect to pay such amounts within 30 days of receipt of such notice, the amount then due and owing as semiannual interest on the Loan shall be capitalized and added to the principal amount of the Loan and shall bear interest at the rate of interest set forth in Section 2.02 hereof.

KANSAS WATER POLLUTION CONTROL REVOLVING LOAN FUND

Estimated Draws - Actual Interest Rate
Amortization of Loan Costs - AMENDED

Project Principal:	35,715,446.00
Interest During Const.:	0.00
Service Fee During Const.:	0.00
Gross Loan Costs:	35,715,446.00

Prepared for:
City of Dodge City, Project No. C20 1792-01

9/20/2016

Gross Rate:	2.83%		
Service Fee Rate:	0.25%	1st Payment Date:	3/1/2012
Loan Interest Rate:	2.58%	Number of Payments:	40

Payment Number	Payment Date	Beginning Balance	Interest Payment	Principal Payment	Service Fee	Total Payment	Ending Balance
1	3/1/2012	35,715,446.00	266,021.16	680,121.22	25,777.25	971,919.63	35,035,324.78
2	9/1/2012	35,035,324.78	286,127.64	658,066.45	27,725.54	971,919.63	34,377,258.33
3	3/1/2013	34,377,258.33	294,003.78	649,427.12	28,488.73	971,919.63	33,727,831.21
4	9/1/2013	33,727,831.21	297,343.54	645,763.73	28,812.36	971,919.63	33,082,067.48
5	3/1/2014	33,082,067.48	288,788.82	655,147.40	27,983.41	971,919.63	32,426,920.08
6	9/1/2014	32,426,920.08	280,337.42	664,417.73	27,164.48	971,919.63	31,762,502.35
7	3/1/2015	31,762,502.35	274,352.40	670,982.69	26,584.54	971,919.63	31,091,519.66
8	9/1/2015	31,091,519.66	271,004.74	674,654.74	26,260.15	971,919.63	30,416,864.92
9	3/1/2016	30,416,864.92	264,762.65	513,798.81	25,655.30	804,216.76	29,903,066.11
10	9/1/2016	29,903,066.11	258,899.02	520,241.59	25,086.15	804,226.76	29,382,824.52
11	3/1/2017	29,382,824.52	379,038.44	388,449.79	36,728.53	804,216.76	28,994,374.73
12	9/1/2017	28,994,374.73	374,027.43	393,946.36	36,242.97	804,216.76	28,600,428.37
13	3/1/2018	28,600,428.37	368,945.53	839,539.58	35,750.54	1,244,235.65	27,760,888.79
14	9/1/2018	27,760,888.79	358,115.47	851,419.07	34,701.11	1,244,235.65	26,909,469.72
15	3/1/2019	26,909,469.72	347,132.16	863,466.65	33,636.84	1,244,235.65	26,046,003.07
16	9/1/2019	26,046,003.07	335,993.44	875,684.71	32,557.50	1,244,235.65	25,170,318.36
17	3/1/2020	25,170,318.36	324,697.11	888,075.64	31,462.90	1,244,235.65	24,282,242.72
18	9/1/2020	24,282,242.72	313,240.93	900,641.92	30,352.80	1,244,235.65	23,381,600.80
19	3/1/2021	23,381,600.80	301,622.65	913,386.00	29,227.00	1,244,235.65	22,468,214.80
20	9/1/2021	22,468,214.80	289,839.97	926,310.41	28,085.27	1,244,235.65	21,541,904.39
21	3/1/2022	21,541,904.39	277,890.57	939,417.70	26,927.38	1,244,235.65	20,602,486.69
22	9/1/2022	20,602,486.69	265,772.08	952,710.46	25,753.11	1,244,235.65	19,649,776.23
23	3/1/2023	19,649,776.23	253,482.11	966,191.32	24,562.22	1,244,235.65	18,683,584.91
24	9/1/2023	18,683,584.91	241,018.25	979,862.92	23,354.48	1,244,235.65	17,703,721.99
25	3/1/2024	17,703,721.99	228,378.01	993,727.99	22,129.65	1,244,235.65	16,709,994.00
26	9/1/2024	16,709,994.00	215,558.92	1,007,789.24	20,887.49	1,244,235.65	15,702,204.76
27	3/1/2025	15,702,204.76	202,558.44	1,022,049.45	19,627.76	1,244,235.65	14,680,155.31
28	9/1/2025	14,680,155.31	189,374.00	1,036,511.46	18,350.19	1,244,235.65	13,643,643.85
29	3/1/2026	13,643,643.85	176,003.01	1,051,178.09	17,054.55	1,244,235.65	12,592,465.76
30	9/1/2026	12,592,465.76	162,442.81	1,066,052.26	15,740.58	1,244,235.65	11,526,413.50
31	3/1/2027	11,526,413.50	148,690.73	1,081,136.90	14,408.02	1,244,235.65	10,445,276.60
32	9/1/2027	10,445,276.60	134,744.07	1,096,434.98	13,056.60	1,244,235.65	9,348,841.62
33	3/1/2028	9,348,841.62	120,600.06	1,111,949.54	11,686.05	1,244,235.65	8,236,892.08
34	9/1/2028	8,236,892.08	106,255.91	1,127,683.62	10,296.12	1,244,235.65	7,109,208.46
35	3/1/2029	7,109,208.46	91,708.79	1,143,640.35	8,886.51	1,244,235.65	5,965,568.11
36	9/1/2029	5,965,568.11	76,955.83	1,159,822.86	7,456.96	1,244,235.65	4,805,745.25
37	3/1/2030	4,805,745.25	61,994.11	1,176,234.36	6,007.18	1,244,235.65	3,629,510.89
38	9/1/2030	3,629,510.89	46,820.69	1,192,878.07	4,536.89	1,244,235.65	2,436,632.82
39	3/1/2031	2,436,632.82	31,432.56	1,209,757.30	3,045.79	1,244,235.65	1,226,875.52
40	9/1/2031	1,226,875.52	15,826.69	1,226,875.52	1,533.44	1,244,235.65	0.00
		Totals	9,221,801.94	35,715,446.00	893,584.34	45,830,832.28	

Prepared by DAAR

EXHIBIT C

CONDITIONS APPLICABLE TO CONSTRUCTION OF THE PROJECT

1. Municipality agrees to expeditiously initiate and complete the Project in accordance with the following schedule:

Wastewater Reclamation (Treatment) Facility

a. Construction manager at risk
b. City to request construction manager qualifications
c. Select construction manager and begin work on Guaranteed Maximum Price (GMP)
d. Review 30% plans and GMP with KDHE
e. Contract award within 90 days of GMP acceptance
f. Issuance of notice to proceed within 60 days of contract award
g. Provide construction design packages to KDHE
h. Initiation of operation within 760 days of notice to proceed or no later than November 1, 2011
i. Finalization of construction within 790 days of notice to proceed
j. Provide construction record drawings
k. Project Performance Certification 365 days following Initiation of Operation

Effluent (Re-use) Force Main

a. Advertising for bids within 60 days of authorization to advertise
b. Bid opening no sooner than 30 days after advertising for bids
c. Contract award within 90 days of bid opening
d. Issuance of notice to proceed within 60 days of contract award
e. Initiation of operation within 335 days of notice to proceed or no later than November 1, 2011
f. Finalization of construction within 365 days of notice to proceed
g. Project Performance Certification 365 days following Initiation of Operation

Interceptor Sewer Lines

a. Advertising for bids within 60 days of authorization to advertise
b. Bid opening no sooner than 30 days after advertising for bids
c. Contract award within 90 days of bid opening
d. Issuance of notice to proceed within 60 days of contract award
e. Initiation of operation within 335 days of notice to proceed or no later than November 1, 2011
f. Finalization of construction within 365 days of notice to proceed
g. Project Performance Certification 365 days following Initiation of Operation

Main Off-site Pump Station and Force main

a. Advertising for bids within 60 days of authorization to advertise
b. Bid opening no sooner than 30 days after advertising for bids
c. Contract award within 90 days of bid opening
d. Issuance of notice to proceed within 60 days of contract award
e. Initiation of operation within 335 days of notice to proceed or no later than November 1, 2011
f. Finalization of construction within 365 days of notice to proceed
g. Project Performance Certification 365 days following Initiation of Operation

Recapture of methane gas in the South WWTP

a. Construction manager at risk
b. City to request construction manager qualifications
c. Select construction manager and begin work on Guaranteed Maximum Price (GMP)
d. Review 30% plans and GMP with KDHE
e. Contract award within 90 days of GMP acceptance
f. Issuance of notice to proceed within 60 days of contract award
g. Provide construction design packages to KDHE
h. Initiation of operation within 270 days of notice to proceed or no later than November 1, 2017
i. Finalization of construction within 300 days of notice to proceed
j. Provide construction record drawings
k. Project Performance Certification 365 days following Initiation of Operation

No change may be implemented by the Municipality, which will delay or accelerate the schedule without prior approval of KDHE. KDHE must be promptly notified of any proposed changes.

All other conditions of the original Loan Agreement continue to apply to the Loan Amendment.

EXHIBIT D

USE OF LOAN PROCEEDS

The proposed project will provide for ~~four~~ five separate construction projects ~~will~~ to be completed.

The first consists of a 1.25 MGD hollow fiber membrane bioreactor wastewater treatment plant. The treatment plant will include a lift station; fine drum screen; biological treatment activated sludge basins including anaerobic basins, anoxic basins and aerobic basins; membrane basin which will contain the hollow fiber membrane cassettes for mixed liquor filtration; effluent pumps and a closed chamber medium pressure ultraviolet effluent disinfection facility. Additionally, the treatment plant will include aerobic sludge digestion tanks, a centrifuge to produce dewatered biosolids and a covered biosolids storage bay.

The second project consists of the beneficial re-use wastewater effluent distribution line (12 inch diameter approximately 4 miles long) which will convey the effluent to a golf course and other potential irrigation sites.

The third project consists of sanitary sewer interceptor lines to convey raw sewage to a pump station. These interceptor lines are located south and east of the new treatment plant and will discharge sewage to a pump station to be constructed in the fourth project which will be located approximately 4,600 feet east of the new treatment plant.

The fourth project consists of construction of a submersible pump station and 8 inch diameter force main to convey the raw sewage from the gravity interceptor sewer lie to the new wastewater treatment plant.

A project will be constructed to treat bio-gas produced at the South wastewater treatment plant(s) to produce pipeline quality natural gas for sale to a natural gas pipeline company.

1. Construction: All actual construction costs of the wastewater collection, pumping, and treatment plant modifications.

2. Engineering: All actual costs of construction services including basic services, design, bidding, inspection, final plan of operation, user charge and sewer use ordinance development, one year project performance evaluation, and all items as included in the engineering contract.

3. Administrative: All reasonable costs of legal and financial administrative support directly provided for the project.

Unallowable Costs: The costs of full time employees of the municipality, purchase of land and easements, repairs and replacement of privately owned sewers.

(Published in [*Official City Newspaper*] on [publication date])

ORDINANCE NO. 3639

AN ORDINANCE AUTHORIZING THE EXECUTION OF THE THIRD AMENDMENT TO THE LOAN AGREEMENT BETWEEN DODGE CITY, KANSAS AND THE STATE OF KANSAS, ACTING BY AND THROUGH THE KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT FOR THE PURPOSE OF OBTAINING A LOAN FROM THE KANSAS WATER POLLUTION CONTROL REVOLVING FUND FOR THE PURPOSE OF FINANCING A WASTEWATER TREATMENT PROJECT; ESTABLISHING A DEDICATED SOURCE OF REVENUE FOR REPAYMENT OF SUCH LOAN; AUTHORIZING AND APPROVING CERTAIN DOCUMENTS IN CONNECTION THEREWITH; AND AUTHORIZING CERTAIN OTHER ACTIONS IN CONNECTION WITH THE THIRD AMENDMENT TO THE LOAN AGREEMENT.

WHEREAS, the Federal Water Quality Act of 1987 (the "Federal Act") established revolving fund program for public wastewater treatment systems to assist in financing the costs of infrastructure needed to achieve or maintain compliance with the Federal Act and to protect the public health and authorized the Environmental Protection Agency (the "EPA") to administer a revolving loan program operated by the individual states; and

WHEREAS, to fund the state revolving fund program, the EPA will make annual capitalization grants to the states, on the condition that each state provide a state match for such state's revolving fund; and

WHEREAS, by passage of the Kansas Water Pollution Control Revolving Fund Act, K.S.A. 65-3321 through 65-3329, inclusive (the "Loan Act"), the State of Kansas (the “State”) has established the Kansas Water Pollution Control Revolving Fund (the "Revolving Fund") for purposes of the Federal Act; and

WHEREAS, under the Loan Act, the Secretary of the Kansas Department of Health and Environment ("KDHE") is given the responsibility for administration and management of the Revolving Fund; and

WHEREAS, the Kansas Development Finance Authority (the "Authority") and KDHE have entered into a Pledge Agreement (the "Pledge Agreement") pursuant to which KDHE agrees to enter into Loan Agreements with Municipalities for public wastewater treatment projects (the "Projects") and to pledge the Loan Repayments (as defined in the Pledge Agreement) received pursuant to such Loan Agreements to the Authority; and

WHEREAS, the Authority is authorized under K.S.A. 74-8905(a) and the Loan Act to issue revenue bonds (the "Bonds") for the purpose of providing funds to implement the State's requirements under the Federal Act and to loan the same, together with available funds from the EPA capitalization grants, to Municipalities within the State for the payment of Project Costs (as said terms are defined in the Loan Act); and

WHEREAS, Dodge City, Kansas (the "Municipality") is a municipality as said term is defined in the Loan Act which operates a wastewater collection, pumping, and treatment system (the "System"); and

WHEREAS, the System is a public Wastewater Treatment Works, as said term is defined in the Loan Act; and

WHEREAS, the Municipality has, pursuant to the Loan Act, submitted an Application to KDHE to obtain an amendment to the loan from the Revolving Fund to finance the costs of improvements to its System consisting of the following:

Five separate construction projects will be completed.

The first consists of a 1.25 MGD hollow fiber membrane bioreactor wastewater treatment plant. The treatment plant will include a lift station; fine drum screen; biological treatment activated sludge basins including anaerobic basins, anoxic basins and aerobic basins; membrane basin which will contain the hollow fiber membrane cassettes for mixed liquor filtration; effluent pumps and a closed chamber medium pressure ultraviolet effluent disinfection facility. Additionally, the treatment plant will include aerobic sludge digestion tanks, a centrifuge to produce dewatered biosolids and a covered biosolids storage bay.

The second project consists of the beneficial re-use wastewater effluent distribution line (12 inch diameter approximately 4 miles long) which will convey the effluent to a golf course and other potential irrigation sites.

The third project consists of sanitary sewer interceptor lines to convey raw sewage to a pump station. These interceptor lines are located south and east of the new treatment plant and will discharge sewage to a pump station to be constructed in the fourth project which will be located approximately 4,600 feet east of the new treatment plant.

The fourth project consists of construction of a submersible pump station and 8 inch diameter force main to convey the raw sewage from the gravity interceptor sewer lie to the new wastewater treatment plant.

A project will be constructed to treat bio-gas produced at the South wastewater treatment plant(s) to produce pipeline quality natural gas for sale to a natural gas pipeline company (the "Project"); and

WHEREAS, the Municipality has taken all steps necessary and has complied with the provisions of the Loan Act and the provisions of K.A.R. 28-16-110 to 28-16-138 (the "Regulations") applicable thereto necessary to qualify for an amendment to the loan; and

WHEREAS, KDHE has informed the Municipality that it has been approved for a loan in amount of not to exceed Thirty Five Million Seven Hundred Fifteen Thousand Four Hundred Forty Six Dollars [$35,715,446.00] (the "Loan") in order to finance the Project; and

WHEREAS, the governing body of the Municipality hereby finds and determines that it is necessary and desirable to accept the Third Amendment to the Loan and to enter into a Third Amendment to the Loan Agreement and certain other documents relating thereto, and to take certain actions required in order to implement the Third Amendment to the Loan Agreement.

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

Section 1. Authorization of the Third Amendment to the Loan Agreement. The Municipality is hereby authorized to accept the Loan and to enter into a certain Third Amendment to the Loan Agreement, with an effective date of September 20, 2016 with the State of Kansas acting by and through the Kansas Department of Health and Environment (the “Third Amendment to the Loan Agreement") to finance the Project Costs (as defined in the Third Amendment to the Loan Agreement). The Mayor and Clerk are hereby authorized to execute the Third Amendment to the Loan Agreement in substantially the form presented to the governing body this date, with such changes or modifications thereto as may be approved by the Mayor and the City Attorney, the Mayor's execution of the Third Amendment to the Loan Agreement being conclusive evidence of such approval.

Section 2. Establishment of Dedicated Source of Revenue for Repayment of Loan. Pursuant to the Loan Act, the Municipality hereby establishes a dedicated source of revenue for repayment of the Loan. In accordance therewith, the Municipality shall impose and collect such rates, fees and charges for the use and services furnished by or through the System, including all improvements and additions thereto hereafter constructed or acquired by the Municipality as will provide System Revenues or levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce amounts which are sufficient to (a) pay the cost of the operation and maintenance of the System, (b) pay the principal of and interest on the Loan as and when the same become due, and (c) pay all other amounts due at any time under the Loan Agreement; provided, however, no lien or other security interest is granted by the Municipality to KDHE on the System Revenues under this Agreement. In the event that the System Revenues are insufficient to meet the obligations under the Loan and the Loan Agreement, the Municipality shall levy ad valorem taxes without limitation as to rate or amount upon all the taxable tangible property, real or personal, within the territorial limits of the Municipality to produce the amounts necessary for the prompt payment of the obligations under the Loan and Loan Agreement.

In accordance with the Loan Act, the obligations under the Loan and the Third Amendment to the Loan Agreement shall not be included within any limitation on the bonded indebtedness of the Municipality.

Section 3. Further Authority. The Mayor, Clerk and other City officials are hereby further authorized and directed to execute any and all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of the Ordinance, and to make alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 4. Governing Law. The Ordinance and the Third Amendment to the Loan Agreement shall be governed exclusively by and construed in accordance with the applicable laws of the State of Kansas.

Section 5. Effective Date. This Ordinance shall take effect and be in full force from and after its passage by the governing body of the City and publication in the official City newspaper.

PASSED by the governing body of the City on [Ordinance Date] and [signed][and **APPROVED**] by the Mayor.

(SEAL)

____
Mayor

ATTEST:

____
Clerk

[APPROVED AS TO FORM ONLY.]

____
[City Attorney]

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To:	*City Manager* *City Commissioners*
From:	*Ray Slattery,* *Director of Engineering Services*
Date:	*October 12, 2016*
Subject:	*Ordinance 3640* *No Parking along Frontview Rd.*

Agenda Item:Ordinances and Resolutions

Recommendation: Approve Ordinance No. 3640

Background: The Deputy Police Chief requested that we look at the possibility of not allowing parking along the north side of Frontview Rd. from Loretta Ave. west past the businesses located on the south side of Frontview Rd./Jewel Rd.; either along the edge of the paved driving surface or in the ditches. There is concern that parking hinders traffic flow in this area and an accident may occur with the truck turning movements and parked cars. The paved driving surface is only 24' in width, this only allows for two way traffic on the paved surface. The County has already posted "NO Parking" along the south side of Frontview Rd./Jewel Rd. in this same area. City Staff reviewed the request and decided that parking could be allowed beyond the businesses drives.

Justification: The reasoning for not allowing parking is that the shoulder and/or ditch were no designed for parking. Site distances from intersections and driveways are greatly reduced if vehicles were allowed to park on the shoulders or in the road ditches. There is also an enhanced risk of accidents by trucks turning in and out of drives onto the roadway with parked cars.

Financial Considerations: The cost of the installation of No Parking Signage.

Purpose/Mission: One of the City's core values in Safety. With the No Parking Zone, the City will be able to provide a safety for the traveling public.

Legal Considerations: N/A

Attachments: Ordinance 3640 and a map of the area.

ORDINANCE NO. 3640

AN ORDINANCE ESTABLISHING NO PARKING ON FRONTVIEW ROAD FROM LORETTA AVENUE WEST 1,350 FEET AND PROVIDING PENALTIES FOR THE VIOLATION OF THE PROVISIONS OF THIS ORDINANCE.

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

Section 1: Standing, stopping or parking shall be prohibited on the north side of Frontview Road from Loretta Avenue west 1,350 feet.

Section 2: Any person convicted of the violation of the provisions of this ordinance shall be subject to penalties in accordance with the provisions of Article 20, of the Standard Traffic Ordinance for Kansas cities, prepared and published by the League of Kansas Municipalities Edition 2016, and adopted by the Governing Body of the City of Dodge City, and as set out in Section 14.101 of the Code of the City of Dodge City.

Section 3: This ordinance shall take effect following its publication in the official City newspaper as provided by law, and after the posting of appropriate signs advising the motoring public of the provisions of this ordinance.

Passed by the Governing Body of the City of Dodge City and approved by the Mayor, this 17th day of October, 2016.

Rick Sowers, Mayor

ATTEST:

Nannette Pogue, City Clerk


Matt Down Rd./110 Rd.
Frontview Rd/Jewell Rd
Proposed "No Parking, Standing, Stopping"
Existing "No Parking" by County
DCHS Campus
Loretta Ave.

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date October 11, 2016
Subject: Resolution No. 2016-24
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2016-24, thereby extending the collection date of the CID sales tax for the Santa Fe Plaza project to January 1, 2018.

Background: Ordinance No. 3429 provided that the district would begin January 1, 2011. Since that time the owners have filed petitions each year to extend the CID by a year and the City Commission have approved Resolutions delaying the collection of the CID. The Santa Fe Plaza is not ready to begin the collection, but is still an active project and have asked that the CID collection be delayed from January 1, 2017 to January 1, 2018. Resolution No. 2016-24 will accomplish that delay.

Justification: The developer does not expect to have development on the property until early next year therefore no sales tax would be generated until that date.

Financial Considerations: none

Purpose/Mission: Together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: This resolution will satisfy the legal requirements.

Attachments: Resolution No. 2016-24

RESOLUTION NO. 2016-24

A RESOLUTION DELAYING THE COMMENCEMENT OF THE COLLECTION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX FROM JANUARY 1, 2017 TO JANUARY 1, 2018.

WHEREAS, on June 7, 2010, the Governing Body of the City of Dodge City, Kansas (the "City") passed Ordinance No. 3429 making findings as to the advisability of and creating a community improvement district more particularly described therein (the "Santa Fe Plaza CID"), authorizing certain projects relating thereto, approving the estimated cost of such projects, authorizing the imposition of a community improvement district sales tax within the community improvement district, and providing the proposed method and amount of financing; and

WHEREAS, Section 6 of Ordinance No. 3429 provided that the community improvement district sales tax would commence on January 1, 2011 or any other effective date the City may approve by resolution if a change in the effective date was requested by the party that petitioned to create such community improvement district (the "Petitioner"); and

WHEREAS, on December 17, 2010, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2011 to July 1, 2011 executed by the Petitioner, which Request was granted by Resolution No. 2010-32; and

WHEREAS, on April 8, 2011, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from July 1, 2011 to January 1, 2012 executed by the Petitioner, which Request was granted by Resolution No. 2011-14; and

WHEREAS, on September 30, 2011, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2012 to January 1, 2013 executed by the Petitioner, which Request was granted by Resolution No. 2011-26; and

WHEREAS, on September 24, 2012, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2013 to January 1, 2014 executed by the Petitioner, which Request was granted by Resolution No. 2012-32; and

WHEREAS, on November 4, 2013, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2014 to January 1, 2015 executed by the Petitioner; which Request was granted by Resolution No. 2013-35; and

WHEREAS, on August 18, 2014, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from January 1, 2015 to January 1, 2016 executed by the Petitioner; which Request was granted by Resolution No. 2014-22; and

WHEREAS, on October 28, 2015, the City received a Request for the Delay of Community Improvement District Sales Tax Effective date from January 1, 2016 to January 1, 2017 executed by the Petitioner; which Request was granted by Resolution No. 2015-26; and

WHEREAS, on October 10, 2016, the City received a Request for the Delay of Community Improvement District Sales Tax Effective date from January 1, 2017 to January 1, 2018.

WHEREAS, such Request for Delay was signed by the owners of all the real property within the community improvement district; and

WHEREAS, the City hereby finds that it is appropriate to temporarily delay the effective date of the collection of community improvement district sales tax within the Santa Fe Plaza CID based on the receipt of such Request for Delay.

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

SECTION 1. The collection of the community improvement district sales tax within the Santa Fe Plaza CID shall be delayed from January 1, 2017 with the collection of such community improvement district sales tax to commence on January 1, 2018, or any other effective date the City may approve by resolution if a further extension of such collection date is duly requested.

SECTION 2. Upon approval, a certified copy of this resolution shall be delivered to the state director of taxation in accordance with the Kansas Community Improvement District Act, K.S.A. § 12-6a26, *et seq*.

APPROVED by the Governing Body on this 17th day of October, 2016.

____
Mayor

ATTEST:

____
Nannette Pogue, City Clerk

APPROVED AS TO FORM:

____
Brad Ralph, City Attorney

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: Cherise Tieben, City Manager
From: Nannette Pogue
Date October 11, 2016
Subject: Resolution No. 2016-25
Agenda Item: Ordinances and Resolutions

Recommendation: I recommend the approval of Resolution No. 2016-25, thereby extending the collection date of the CID sales tax for the Leisure Development project (aka Inn Vestments II LLC) from April 1, 2017 to July 1, 2017.

Background: Ordinance No. 3620 provided that the district would begin April 1, 2017. Inn Vestments II LLC has filed a petition requesting a delay in the collection of the CID from April 1, 2017 to July 1, 2017. Resolution No. 2016-25 will accomplish that delay.

Justification: The Leisure Development Project (know owned by Inn Vestments II, LLC) is a 90 room hotel, restaurant and campground. The Community Improvement Tax is an additional 1% sales tax collected in this Community Improvement District. The hotel is expected to begin operations May, 2017

Financial Considerations: none

Purpose/Mission: Together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: This resolution will satisfies the legal requirements and will be filed with the State Director of Taxation.

Attachments: Resolution No. 2016-25

RESOLUTION NO. 2016-25

A RESOLUTION DELAYING THE COMMENCEMENT OF THE COLLECTION OF A COMMUNITY IMPROVEMENT DISTRICT SALES TAX FROM April 1, 2017 TO July 1, 2017. (Leisure Development CID, aka Inn Vestments II LLC)

WHEREAS, on January 4, 2016, the Governing Body of the City of Dodge City, Kansas (the "City") passed Ordinance No. 3620 making findings as to the advisability of and creating a community improvement district more particularly described therein (the "Leisure Development CID", aka Inn Vestments LLC), authorizing certain projects relating thereto, approving the estimated cost of such projects, authorizing the imposition of a community improvement district sales tax within the community improvement district, and providing the proposed method and amount of financing; and

WHEREAS, Section 4 of Ordinance No. 3620 provided that the community improvement district sales tax would commence on April 1, 2017 or any other effective date the City may approve by resolution if a change in the effective date was requested by the party that petitioned to create such community improvement district (the "Petitioner"); and

WHEREAS, on October 3, 2016, the City received a Request for Delay of Community Improvement District Sales Tax Effective Date from April 1, 2017 to July 1, 2017 executed by the Petitioner,

WHEREAS, such Request for Delay was signed by the owners of all the real property within the community improvement district; and

WHEREAS, the City hereby finds that it is appropriate to temporarily delay the effective date of the collection of community improvement district sales tax within the Leisure Development CID (aka Inn Investments II LLC) based on the receipt of such Request for Delay.

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

SECTION 1. The collection of the community improvement district sales tax within the Leisure Development CID shall be delayed from April 1, 2017 with the collection of such community improvement district sales tax to commence on July 1, 2017, or any other effective date the City may approve by resolution if a further extension of such collection date is duly requested.

SECTION 2. Upon approval, a certified copy of this resolution shall be delivered to the state director of taxation in accordance with the Kansas Community Improvement District Act, K.S.A. § 12-6a26, *et seq*.

APPROVED by the Governing Body on this 17th day of October, 2016.

____
Mayor

ATTEST:

____
Nannette Pogue, City Clerk

APPROVED AS TO FORM:

____
Brad Ralph, City Attorney

City of Dodge City

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67801

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www.dodgecity.org

Memorandum

To: *City Commissioners*
From: *Cherise Tieben, City Manager*
Date: *October 6, 2016*
Subject: *CH2M HILL Annual Contract Amendment*
Agenda Item: *New Business*

Recommendation: Staff recommends your approval and authorization to the City Manager to sign Amendment No. 10 to the Agreement for Operations Maintenance and Management Services for the Wastewater Treatment Plants with CH2M HILL.

Background: Amendment No. 10 covers compensation for the operation of the treatment plants from January 1, 2017 to December 31, 2017. The original agreement allows for an increase each year. The increase in the overall amount of the contract is 2.01% over the 2016 agreement.

Justification: CH2M HILL continues to operate the south wastewater treatment plant and the north water reclamation facility and all systems associated with the sewer treatment systems. The CH2M HILL organization is very professional, incredibly knowledgeable and is well respected in the industry. The increase contains any natural economic cost adjustments for items such as biosolids, gypsum, repair costs, chemicals and a pass through expense for the membrane performance agreement.

Financial Considerations: Adequate funds have been budgeted to cover this expense in 2017.

Purpose/Mission: Working towards excellence – together we strive to achieve high performance and service standards set by us and expected by the community.

Legal Considerations: The agreement has been reviewed by the City Attorney.

Attachments: Amendment No. 10

AMENDMENT NO. 10
To the
AGREEMENT
For
OPERATIONS, MAINTENANCE AND
MANAGEMENT SERVICES

THIS AMENDMENT NO. 10 is made and entered into this ___ day of __________, 2016, by and between the City of Dodge City, Kansas (hereinafter "Owner"), whose address for any formal notice is P.O. Box 880, Dodge City, Kansas 67801 and Operations Management International, Inc. (hereinafter "CH2M HILL"), whose address for any formal notice is 9191 South Jamaica Street, Englewood, CO 80112. This is an Amendment is to the Agreement for Operations, Maintenance and Management Services dated the 1st day of March, 2007, between Owner and CH2M HILL (the "Agreement"). Collectively, Owner and CH2M HILL will be referred to as the "Parties" and each individually as a "Party."

Owner and CH2M HILL agree that the Agreement shall be and is hereby amended and modified in the following manner:

1. Article E.1.1 in Appendix E is deleted in its entirety and replaced with the following Article E.1.1 in Appendix E:

   E.1.1 Owner shall pay to CH2M HILL as compensation for Services performed under this Agreement One Million Seven Hundred Seventy-Six Thousand Three Hundred Eighty-Five Dollars ($1,776,385) which includes the Base Fee, Biosolids Costs, Gypsum, Repairs Costs, Chemicals and the Membrane Performance Agreement for the period of January 1, 2017 through December 31, 2017. The Base Fee for subsequent calendar years of the initial term and any subsequent terms shall be determined as hereinafter specified.

All other terms and conditions of the original March 1, 2007 Agreement, as it has subsequently been amended, shall remain in effect. The Parties hereby approve this Amendment as is indicated by the signatures of their authorized representatives, below.

OPERATIONS MANAGEMENT INTERNATIONAL, INC.	**CITY OF DODGE CITY, KANSAS**
Authorized Signature:	Authorized Signature:
Scott N. Neelley	______________________
Name: Scott Neelley	Name: Cherise Tieben
Title: Vice President	Title: City Manager
Date: 9/2/2016	Date: ______________________

City of Dodge City

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67801

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www.dodgecity.org

Memorandum

To:	*City Manager*
	City Commissioners
From:	*Ernestor De La Rosa*
Date:	*October 13, 2016*
Subject:	*SKC Legislative Policy*
Agenda Item:	*New Business*

Recommendation: Staff recommends approval of the 2017 Southwest Kansas Legislative Policy.

Background: As you may recall, in November of 2008, the City of Dodge City joined Garden City and Liberal to form the Southwest Kansas Coalition. The City of Hays was added this year as an Associate Member. The goal was to identify common needs of the Southwest Kansas area and to then cooperatively establish and actively advocate policies which will address such needs and promote the common economic development of the entire region.

Justification: The legislative policy provides Pinegar, Smith & Associates a document which allows them to deliver a consistent communication piece for distribution to the members of the State House and Senate.

Financial Considerations: None

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

Legal Considerations: None

Attachments: 2017 SKC Legislative Policy

Southwest Kansas Coalition Legislative Agenda

2017

City of Dodge City

GARDEN CITY KANSAS

HAYS KANSAS

Liberal crossroads of commerce

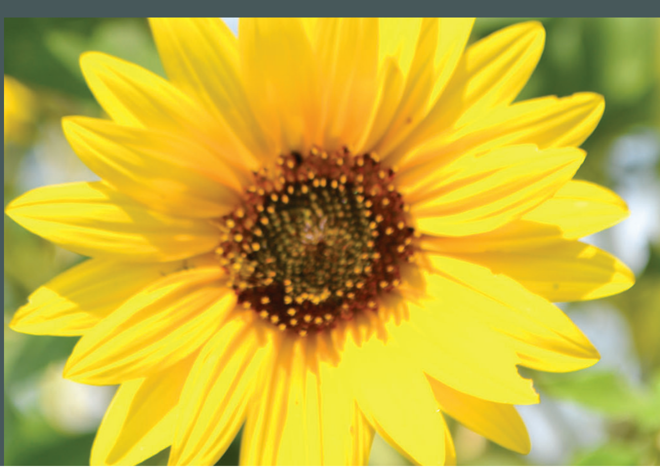
Southwest Kansas Coalition Defined

The Southwest Kansas Coalition (SKC, or "the Coalition") originally consisted of representatives from three southwest Kansas cities; the City of Dodge City, the City of Garden City and the City of Liberal. The City of Hays has now joined the Coalition as an Associate Member. These cities are united as a means to collectively and actively participate in issues impacting the region.

SKC was formed to collectively advocate for the idea that Southwest Kansas should be consistently and thoughtfully considered in state- and federal-level decisions, particularly when such decisions regard issues of importance to region residents.

SKC is profoundly dedicated to the principle of self-determination and is unfeigned in its infinite pursuit of this ideal. In this pursuit, the Coalition believes in rigorous discussion and collective agreement, insofar as such discussion and agreement continually result in a workable and attainable core agenda.

SKC is dedicated to a public policy agenda reflecting these concepts, and has employed the service of representation in Topeka for assistance in meeting the Coalition's policy goals.



SKC Core Principles

Annexation

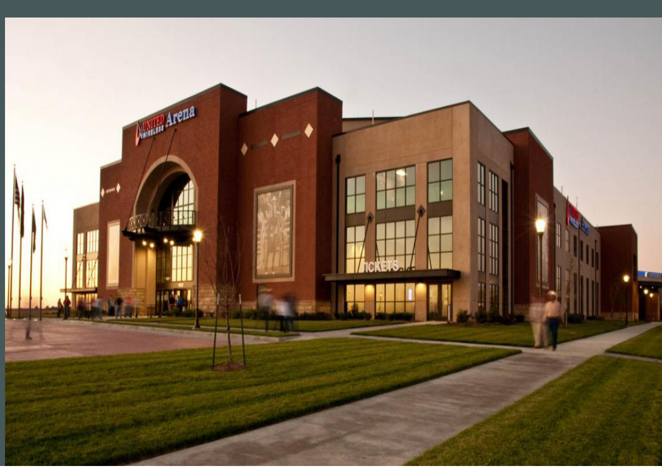
The ability of cities to grow is inherent to the ultimate success of annexation powers as they are currently established in state statute. The current statutory framework was amended in 2011 to balance the interests of cities and those in areas to be annexed. Further amendment would shift this balance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

Economic Development

Southwest Kansas communities rely 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 SKC member-cities are neither, due to the region's micropolitan statistical area (μSA) geographical designation. In other words, SKC member-cities are too big for rural-oriented programs, and too small for urban-oriented programs. Therefore, SKC is dedicated to the design and implementation of economic development programs for the growing segment of Kansas communities which, like SKC member-cities, are ineligible for many programs. Restrictions on use of these programs should not hinder practical application.

Education

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



Eminent Domain

Eminent domain is a fundamental municipal power. The authority to acquire property through condemnation proceedings is critical for public improvement projects. Further, the use of eminent domain for economic development has long been recognized as a public use of this authority. SKC supports increased flexibility for local governments to use eminent domain for economic development purposes, including blight remediation, without seeking legislative approval.

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. These credits and grants provide valuable private investments that preserve history and heritage not only for today but also for future generations.

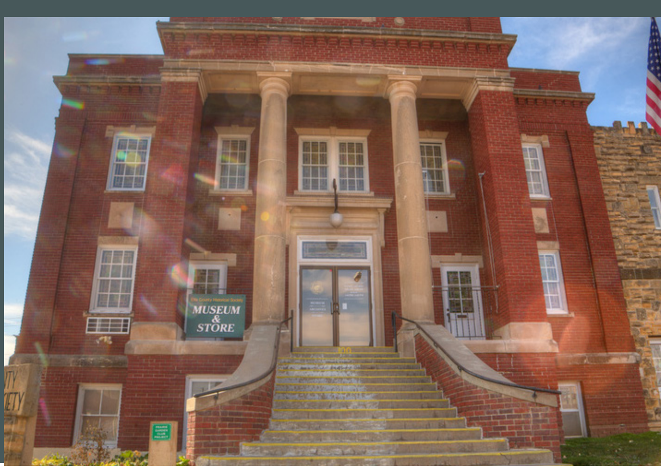
Home Rule

SKC supports the longstanding constitutional home rule authority of Kansas cities approved by voters in 1960. 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.

Housing

While housing needs in Southwest Kansas continue to grow, new construction lags behind expectations and demand. SKC believes new housing construction and continued rehabilitation of existing housing stock is the best way to meet its housing demand. SKC does not support disproportionate cuts to USDA rural development programs. Such cuts impact citizen funding for housing, which is vital to the continued prosperity of the economy in rural communities.

SKC 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 home-buyers. SKC encourages the State to continue providing MIH funding and also expand its financial commitment to this very important housing program.



Immigration

Immigrant and refugee labor is vital to the southwest Kansas economy. Concurrently, SKC believes in legal immigration. Therefore, SKC believes the Kansas Legislature and the United States Congress should approach the immigration issue in a sensible way. For SKC, 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 SKC member-cities require a reduction in time and distance barriers between the individual and his or her pursuance of legal status; and 3) a recognition that SKC member-cities require additional resources to integrate immigrants into the community.

Internet Sales Tax

We urge Congress to take action to implement the mandatory collection of sales and use taxes on remote sales. The legislation should not preempt state and local sales and use tax authority. Should federal legislation allow for the state imposition of such taxes, we support the distribution of those funds to cities and counties using an equitable formula. Kansas should continue to participate in the Streamlined Sales Tax Project.

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. SKC opposes the removal of sales exemptions for Kansas Municipalities.

Property Tax Exemptions

SKC believes that the existing property tax base should be protected and, therefore, encourages the Legislature to resist any proposal to further exempt any specific property classification from taxation. The machinery and equipment exemption should not be expanded. The Legislature should actively review existing exemptions in order to determine whether the exemptions are still appropriate or should be repealed.

Renewable Energy

SKC strongly supports the renewable energy industry and the impact it has on the development of wind and biogas projects. SKC believes that developing viable wind and biogas industries in the United States can boost the economy and provide a reliable, distributed source of renewable energy while reducing greenhouse gas emissions. We encourage the retention and expansion of renewable tax credits and financial incentives to financially stabilize this industry.

STAR Bonds

SKC supports the ability of cities to utilize STAR bonds in order to promote economic development in their communities

Tax Spending Lid

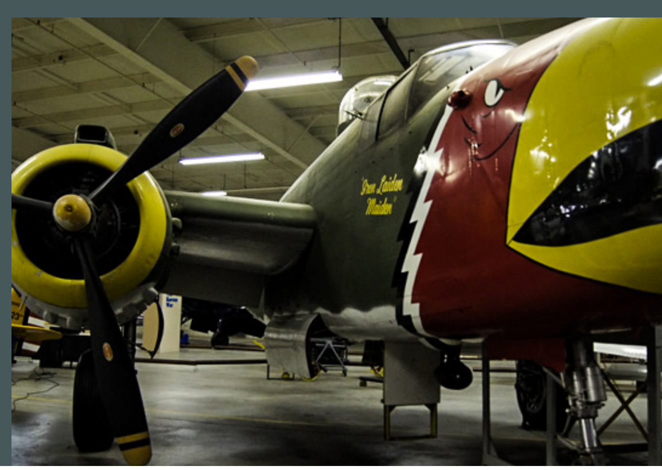
SKC opposes any state-imposed limits on the taxing and spending authority of cities. SKC believes that local spending and taxing decisions are best left to locally elected officials and the citizens they serve.

Transportation

Transportation infrastructure is critical to the safety of region residents and travelers. Transportation infrastructure is also vital to the regional economy's maintenance and growth. Therefore, SKC believes in the continued advocacy and funding for transportation infrastructure and maintenance in southwest Kansas.

Air Transportation

Federal funding for passenger air service is vital to Southwest Kansas. The Essential Air Service Program is critical to providing the region with access to multiple major international airports. SKC encourages continued support from the Congressional Delegation. SKC supports increased FAA safety regulations; however, the qualifier of seat time has drastically reduced the number of qualified pilots under FAA regulations for Essential Air Service (EAS) thus resulting in cancelled flights. SKC supports incorporating qualified classroom training for commercial pilot certification in order to meet the increasing demand for passenger air transportation service in Southwest Kansas communities. SKC also supports continued and uninterrupted funding of Federal Aviation Administration and expansion of the Airport Improvement Projects (AIP) for airports. Federal funding through the Airport Improvement Program (AIP) is critical to maintaining the infrastructure of airports.



Transportation

Rail Transportation

SKC supports enhanced passenger and freight rail service in Kansas. In particular, the Coalition strongly supports the continuation of Amtrak passenger rail service along the Southwest Chief line, which operates between Chicago and Los Angeles. SKC encourages State and Federal funding to preserve this needed transportation link to access the south western region of the State. Passenger ridership along this section of the Southwest Chief steadily increases as more Kansans take advantage of the convenience of passenger rail transportation.

Highway Transportation

Federal transportation dollars should be spent on transportation infrastructure. Transportation infrastructure is vital to our state's and country's economy, individuals' safety and our nation's defense. The City-County Highway Fund is essential to maintaining local roads and bridges and should be fully funded and not be diverted for other purposes. SKC supports correction of the distribution of funds to the Special City County Highway Fund from the collection of fees on interstate commercial vehicles. Such funding should include the transfer of fees from the registration of out=of state commercial vehicles directed by K.S.A. 9-3425i. SKC supports the continued maintenance and expansion of the transportation infrastructure in Kansas. SKC supports full funding of the Kansas T-Works comprehensive transportation program. We oppose any use of these funds to balance the State's general fund budget. Any reduction in T-Works funding jeopardizes state and regional economic development.

Water

SKC is dedicated to thoughtful water policy that enables member-cities to safely and effectively meet water needs while also protecting resources. SKC believes increased local involvement is critical to the successful implementation of a water plan. SKC also strongly encourages the development of new and sustainable water supplies.

Zoning

Zoning is a fundamental municipal responsibility and is best controlled by local governments. This regulatory process is an activity best suited to the locally elected municipal bodies when considerations of acceptability and compatibility must be weighed against the health, safety and welfare of the community. SKC opposes any change which would limit authority of cities.

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To:	*City Manager*
	City Commissioners
From:	*Ray Slattery, P.E.*
	Director of Engineering Services
Date:	*October 12, 2016*
Subject:	Agreement for removal of sediment in River Bed - Accreditation Levee System Phase I, SD 1601
Agenda Item:	*New Business*

Recommendation: Given the importance of maintaining our Levee Certification staff is requesting that the Commission authorize staff to negotiate an agreement and the City Manager sign the final agreement with MJE (Max Jantz Excavating) based on the information submitted in their proposal with a price not to exceed $1,110,988.35. The City Attorney will review the final agreement. Funding will be Revenue Bonds that will be repaid through the Stormwater Drainage Fund.

Background: In April of 2008 the city entered into an agreement with FEMA to determine if our levee system would indeed provide the necessary protection that it was designed to. Should the city not be able to provide this accreditation, then much of Dodge between the BNSF Railroad tracks and Beeson Rd. would be placed in the 100-yr. flood zone and require flood protection insurance. The process of accreditation started when the City Commission signed the PAL (Provisionally Accredited Levee) agreement with FEMA. In September of 2008, Wilson & Company was retained to complete the discovery phase of the levee assessment. In January of 2009, Wilson & Company was retained to complete the assessment necessary to meet FEMA requirements, additional data collection and analysis was collected. From this data the necessary improvements can be designed. In July of 2011, Wilson & Company was retained for Levee Improvement Design. In February of 2013, Wilson & Company was again retained to finalize the accreditation plans by looking at Ave. D Drain Improvements, assure the City that FEMA will accept the plans, and perform a study to determine if the flood zones on the land side of the Levee System can be reduced. During this time FEMA placed a moratorium on any new mapping that would place the area behind the levees in the 100-year flood zone. Recently we were notified that FEMA would begin the mapping program and the City needed to decide if the Levees would be accredited or not. That notification was then rescinded two days later. Although the notification was rescinded, staff feels it is in the best interest of the community and its citizens to start the accreditation process. The first and largest phase of the accreditation is to remove the sediment that has built up in the river bed on the 40+ years that the levees have been in existence. In July of 2016 staff sent a Request for Proposals (RFP) for removing the sediment. Five firms responded to the RFP and after review of the proposals staff believes the proposal from MJE is the one that meets the needs of this phase.

Justification: The completion of this Phase of the Levee Accreditation is necessary to meet the FEMA requirements.

Financial Considerations: The cost of the Sediment Removal will be that will be repaid through the Stormwater Drainage Fund.

Purpose/Mission: The completion of the Levee Accreditation will allow the existing Levee System to meet the FEMA requirements, which will aid in the continued growth of Dodge City.

Legal Considerations: By approving the staff to negotiate an agreement with MJE, the City will then enter into contract with MJE and be responsible to make payments for the completed work.

Attachments: MJE's response to the RFP

Proposal for Removal of Built-up Sediment from the River Bed of the Arkansas River within the city limits of Dodge City, Kansas

Submitted By

mje

Max Jantz Excavating

Montezuma, KS

A. PROFESSIONAL QUALIFICATIONS & EXPERIENCE

1. MJE, LLC is a limited liability company located at 26503 Eleven Road, Montezuma, KS 67867.

2. MJE, LLC has a team of qualified individuals to work on this project. Either Jeff or Ben will be the project manager on this project.

   Jeff Skidmore, Project Manager
   10 Years Experience
   Specializing in Dairies, Feedyards, DOT Highways, Wastewater Treatment Facilities, Landfills, and Wind Farms

   Ben Loewen, Project Manager
   18 Years Experience
   Specializing in Earthwork Excavation and GPS Survey Control, former KDOT Highway Project Superintendent

3. In 1974, Max Jantz started MJE, LLC with a John Deere Tractor and a pull-type scraper. Early in his career, Mr. Jantz concentrated primarily on land leveling for flood irrigation and terracing, but it wasn't long before he broke into the feedyard industry and began building strong customer-focused relationships with feedyard owners through his commitment to a quality product.

   Today with a fleet of more than 20 scrapers, 5 articulated trucks and the appropriate assist equipment, experienced crews, and a trained office staff, MJE is the leading contractor in turnkey feedyard and dairy construction as well as municipal construction endeavors such as highways, landfills, and wastewater facilities.

   MJE, LLC is a contractor who specializes in turnkey construction. Our project managers coordinate the various crews to bring your project to completion on time and within budget. In addition, we self-perform all of the major phases of construction, and we subcontract where it makes sense. With MJE, you can rest assured that your project will be successful.

   For decades, equipment operators took their instructions from stakes in the ground that had to be moved and reset as the work unfolded. Onboard GPS receivers allow scrapers, dozers, and graders to plot accurate courses with little or no reference to in-ground markers. At MJE, our scrapers, dozers, and graders are equipped with Leica Geosystems and fully automated Carlson software. The GPS capabilities create the immediate benefits of speed and extreme accuracy.

B. STATEMENT OF AVAILABILITY TO COMPLETE THE PROJECT

Throughout the construction project, MJE's knowledgeable project managers monitor each phase of construction to ensure that specialized crews work with one another in keeping the project on time and on budget.

Our headquarter office in Montezuma, KS, is located 31 miles from Dodge City, KS, on Highway 56. At any given time, additional crews and equipment are just 30 minutes from the job site.

Max Jantz served on the Victory Electric Board for 15 years and currently resides in Dodge City. Max's ties to the Dodge City community are proven, and he will give this project his personal attention.

We provide only the best managers for your project. You can be confident that your construction is in good hands and that no detail will be missed. The assigned project manager will meet with the City weekly to discuss the project and to ensure customer satisfaction. Below is just a sampling of the many areas for which our professional project managers are responsible:

- Project Development
- Scheduling
- Document Control
- Cost Analysis and Reports
- Job Cost Adjustment
- Project Closeout

MJE couples the contemporary knowledge and enthusiasm of young professionals with the long-time field experience and leadership of tenured project managers. This synergy positively impacts the efficiency with which a project is managed.

Our project managers utilize the latest computer programs to control costs and scheduling. Our knowledge and experience, combined with state-of-the-art technology, allows us to maintain control of every phase of a project.

MJE, LLC has numerous estimators on staff to offer a competitive bid for your project. Our estimators can provide a quick turnaround on project proposals and work with you from the start to make your job affordable, without compromising quality or safety. We are confident that you will come to understand why our estimators are renowned for their ability to collaborate with clients.

Our construction crews are some of the most skilled in the industry. We offer training to help them continually improve their discipline. Everyone works together to help each other out and keep each other safe. Our project managers and supervisors will assure that your project remains on time and within budget, and we are always available to you to answer your questions and help in any way we can.

At MJE, LLC, our people, **who live in SW Kansas**, make the difference when it comes to success for our clients. From the newest apprentice to our corporate management staff, each member of the MJE Team makes your project happen.

C. PREVIOUS WORK EXPERIENCE IN AND AROUND DODGE CITY

Long Branch Lagoon
Ford County Landfill
Dodge City Wastewater Facility
Cargill Meat Solutions
Army Reserve Facility
Ford County Expo Center
Legends Sports Complex
Horse Thief Reservoir
Dodge City Raceway Park
Summerlon Housing Addition
Gardiner Angus Ranch
Dodge City Water Well Roads

D. PROXIMITY OF CONTRACTOR TO DODGE CITY AND APPROXIMATE TIME TO COMPLETE THE PROJECT

Our headquarter office in Montezuma, KS, is located 31 miles from Dodge City, KS, on Highway 56. Our timeframe for completion of this project is November 2016 through February 2017 or November 2017 through February 2018. MJE, LLC plans to self-perform this project in its entirety.

E. FEES ASSOCIATED WITH THE DIFFERENT TASKS OF THE PROJECT

See attached Quote and Google Images.

F. AUTHORIZED NEGOTIATOR

Heather Jantz
26503 Eleven Road
Montezuma, KS 67867
(620) 846-2634 Office
(620) 339-5567 Cell
(620) 846-2322 Fax
heather@maxjantzexcavating.com

MJE, LLC is currently building an overpass in Haskell County, Kansas for the Kansas Department of Transportation. The equipment pictured above was used to move 1.5 million CY of dirt.

8/5/2016 11:19:17AM

QUOTE FOR CONSTRUCTION

MJE, LLC

26503 Eleven Road

Montezuma, Kansas 67867

Contact: Heather Jantz

Phone: 620-846-2634

Email: heather@maxjantzexcavating.com

Quote To:	Ray Slattery, P.E. Director or Engineering Services	Job Name:	Removal of Sediment from River Bed of Arkansas River in Dodge City, KS
Phone:	620-225-8106	Date of RFP:	7/11/2016
Email:	rays@dodgecity.org	Date of Quote:	8/5/2016

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	MOBILIZATION	1.00	LS	6,000.00	6,000.00
	Quote includes mobilization of equipment and crews to the project site.				
2	CLEARING AND GRUBBING AT RIVER	1.00	LS		
	Quote does not include clearing, grubbing, topsoil stripping, or topsoil return as a separate operation. All material in the river will be excavated with an excavator, loaded into articulated trucks, and hauled to an offsite disposal area. All costs associated with this removal are included in bid item 4.				
3	CLEARING AND GRUBBING AT WASTE AREA	1.00	LS	12,000.00	12,000.00
	Quote allows to clear approximately 9 acres to be used as a disposal site for sediment. Trees and shrubs shall be pushed into a pile, burnt, and then buried.				
4	SEDIMENT REMOVAL TO WASTE AREA	188,425.00	CY	3.85	725,436.25
	Quote allows to excavate sediment from the river as shown in the plans and dispose of sediment at Dodge City Sand Waste Area 1 and Water Sports Waste Areas 1 & 2 as identified in the attached Google Earth Image. Quote includes using two existing ramps into the river and constructing two additional ramps that will include relocation of the existing jetty jacks. The new ramps shall be removed and existing jetty jacks shall be moved back to original location upon completion of construction. Quote assumes that water shall be provided by the city at no cost to MJE. MJE will need water for water truck to maintain dust control during waste operations.				
5	UNCLASSIFIED EMBANKMENT AT RIVER	25,007.00	CY	0.30	7,502.10

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	Excavation of soil required for embankment is included in the bid item for Sediment Removal to Waste Area. This bid item includes costs associated with packing embankment only. Quote assumes that water shall be provided by the city at no cost to MJE. MJE will need water for water truck to compact embankment.				
6	SEDIMENT REMOVAL TO CITY STOCKPILE	30,000.00	CY	6.90	207,000.00
	Price includes hauling sediment from the river basin to the city disposal site at Minneola Rd and Kenneth St. MJE has secured a storage site at Water Sports for the city's stockpile. If the city chooses to stockpile their 30,000 CY at Water Sports instead of the city disposal site, the city will realize a savings of $55,000. Water Sports has agreed to work with the City in regards to stockpile location and haul route.				
7	MOVE AND RETURN RIPRAP	1.00	LS	13,500.00	13,500.00
	Price includes saving and reusing rip rap at the channels as detailed on the plans.				
8	EROSION CONTROL AT RIVER	1.00	LS	18,000.00	18,000.00
	Quote includes furnishing and installing 9" straw wattles at locations as detailed on the plans. Quote also includes 1000' of silt fence in total at the ramps into river. At the end of construction, erosion controls measures shall be removed by MJE.				
9	EROSION CONTROL AT WASTE AREA	1.00	LS	12,000.00	12,000.00
	Quote includes furnishing, installing and removing 2,500 LF of silt fence at waste site. Quote also include SWPPP, NOI and NOT for waste site.				
10	SEEDING AND MULCHING AT RIVER	114.00	ACRE	850.00	96,900.00
	Quote includes seeding and mulching as specified in the RFP.				
11	SEEDING AND MULCHING AT WASTE AREA	9.00	ACRE	850.00	7,650.00
	Quote includes seeding and mulching as specified in the RFP.				
12	AS-BUILT SURVEY BY MJE	1.00	LS	5,000.00	5,000.00
	Quote includes a topo survey before construction begins and an as-built survey at the completion of construction.				
GRAND TOTAL					**$1,110,988.35**

NOTES:

1. MJE is open to discussion regarding payment of this contract. We could contract based on a lump sum or we could contract based on unit prices to be paid by as-built survey.

2. Quote does not include sales tax if MJE receives a valid Sales Tax Exemption Certification form ("Certification"). If MJE does not receive a completed Certification form from City, sales tax will apply to applicable transactions.

3. City to supply all well water for this project for the purposes of construction and dust control. Water shall be available to MJE at a reasonably near location. Waste water shall not be used in MJE water trucks.

4. Quote includes a performance or payment bond.

5. Additional work due to changes in the proposed plans shall be billed at the appropriate contract unit price with the use of change orders. If additional work is not quoted at a unit price, work will be charged at an hourly rate.

6. Quote does not include embankment for levee raise, PCECB, ACBs, RAP, cross section monuments, hand railing, plugging existing structures, topsoil stripping and return, temporary seeding, fencing, caliche, road base, aggregate, electrical work, lighting, concrete or asphalt paving, culverts, or testing. Quote is for items listed on the attached bid sheet only.

7. All utilities must be relocated prior to MJE mobilization. Quote does not include locating and moving utilities such as water lines, collection lines, or electrical lines. If lines are encountered, work to remove, repair, or relocate shall be performed by the hour.

8. Progress payments will be invoiced in two week intervals, beginning 2 weeks after the start date and payment shall be made within 15 days.

9. This bid is based on a diesel fuel price of $1.60 per gallon for the anticipated construction time frame. Because the City has requested a review period of 120 days, MJE will review fuel prices prior to contract signing.

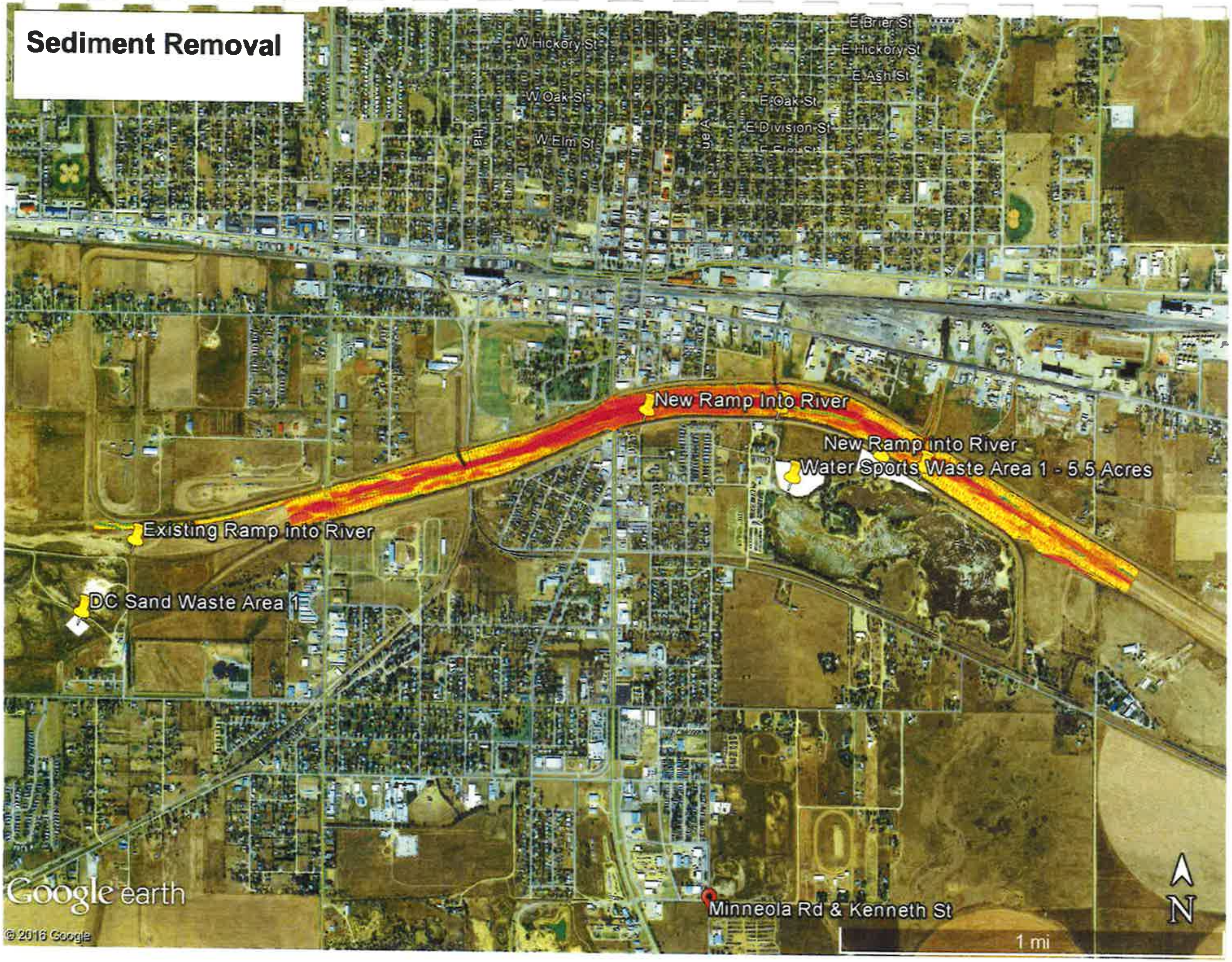
10. Quote includes standard insurance coverages and a certificate of insurance can be provided prior to beginning construction. Quote does not include business interruption insurance, builder's risk insurance, professional liability insurance, or completed operations insurance.

11. This quote and these qualifications shall be included as part of the contract documents between the Owner and MJE, LLC. If the quote and qualifications are the only written documents evidencing the agreement between the Owner and MJE, LLC such documents constitute the contract between Owner and MJE, LLC.

Presented by:
MJE, LLC

Accepted by:

Sediment Removal



Sediment Removal

Sediment Removal

City of Dodge City

City of Dodge City
806 N. Second Ave.
67801

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

Memorandum

To: *City Commissioners*
From: *Cherise Tieben*
Date: *October 5, 2016*
Subject: *Communications Discussion*
Agenda Item: *New Business*

Recommendation: Staff recommends a three part authorization for this issue:

1. the Commission approve the acquisition of Phase 2 radios necessary to fulfill full deployment for the Fire/Police Departments and limited radios for Public Works.
2. the Commission should also direct staff to seek lease purchase financing to acquire such radios, and
3. direct staff to work with the County Administrator to make the changes to the communication agreement that are necessary to reflect the amended management of the communication infrastructure by the County.

Background: Staff has worked with the County over the period of several years to find a solution for our 9-11 communications concerns and to address the federal narrow banding issue that was being handed down from the State/Federal government. The concerns were related to areas where coverage was being dropped and safety officers were relegated to cell phone contact with communications or at the will of on-lookers to contact communications regarding issues.

Justification: The County has graciously offered to carry the infrastructure costs for the radio system, if we would agree to bring all of our radios up to the phase II standard. Therefore, we will need to purchase 108 portables for police, fire and public works along with 34 mobile units for vehicles and necessary accessories. Included also is the purchase of radios for the citizens auxiliary and those radios will also be considered as back up for officers.

Financial Considerations: As part of the revised agreement, the City will continue to pay ½ of the communications expenses not related to the infrastructure and will begin paying a $250 annual user fee for each portable and mobile. If a mobile is shelved as an extra, we will not be charged. The purchase price of the radios will not exceed $695,733.54 and will be financed through a lease purchase agreement which will be brought back to you at a later date. Adequate funding has been provided for this project through the general fund for operations and the CIP budget for radios.

Purpose/Mission: Together we endeavor to provide a safe and secure workplace and community.

Legal Considerations: City and County Counsels are working on the revised communication agreement, which will need to be approved at the next joint meeting. As stated above, the lease purchase agreement will be brought back to a future meeting.

Dodge City PD

Attn: Chief Drew Francis

9/26/2016

MOTOROLA Solutions

Prepared By: Jon Martin /Aaron Corcoran *Radio Contract #* **Kansas 28440**
Phone: 785-267-4177 /620-282-3354 *Accessories Contract #* **Kansas 28440**
Fax: 847-761-1038 *Customer #:*

APX RADIOS

Configuration: **FORD COUNTY PROJECT**

DESCRIPTION	MODEL NUMBER	QTY	DNUP	CONTRACT PRICE	Disc.	EXTENDED CONTRACT PRICE
APX6000 700/800 MODEL 3.5 PORTABLE	H98UCH9PW7 N	55	$ 3,154.00	$2,302.42	27%	$126,633.10
ENH: DES,DES-XL,DES-OFB ENCRYPTION	Q625	55	$ 599.00	$437.27	27%	$24,049.85
ENH: MULTIKEY	H869	55	$ 330.00	$240.90	27%	$13,249.50
ADD: 3 YEAR SERVICE FROM THE START LITE	H885BK	55	$ 84.00	$84.00	0%	$4,620.00
ADD: ASTRO DIGITAL CAI OPERATION	Q806	55	$ 515.00	$375.95	27%	$20,677.25
ADD: SMARTZONE OPERATION	H38	55	$ 1,200.00	$876.00	27%	$48,180.00
ADD: P25 9600 BAUD TRUNKING	Q361	55	$ 300.00	$219.00	27%	$12,045.00
ADD: TDMA OPERATION	QA00580	55	$ 450.00	$328.50	27%	$18,067.50
ADD: ENHANCED DATA	QA03399	55	$ 150.00	$109.50	27%	$6,022.50
APX4500 7/800 MOBILES (Radios in the car)	M22URS9PW1 N	23	$ 1,504.00	$1,097.92	27%	$25,252.16
ADD: PALM MICROPHONE	W22	23	$ 72.00	$52.56	27%	$1,208.88
ADD: REMOTE MOUNT O2 WWM	G67	23	$ 297.00	$216.81	27%	$4,986.63
ADD: ANT 3DB LOW-PROFILE 762-870	G174	23	$ 43.00	$31.39	27%	$721.97
ADD: DES/DES-XL/DES-OFB ENCRYPTION	G625	23	$ 599.00	$437.27	27%	$10,057.21
ADD: MULTIKEY	W969	23	$ 330.00	$240.90	27%	$5,540.70
ADD: 3 YEAR SERVICE FROM THE START LITE	G24	23	$ 121.00	$121.00	0%	$2,783.00
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	QA02756	23	$ 1,570.00	$1,146.10	27%	$26,360.30
ADD: APX O2 CONTROL HEAD (Green)	GA00804	23	$ 492.00	$359.16	27%	$8,260.68
ADD: APX CONTROL HEAD SOFTWARE	G444	23	$ -	$0.00	27%	
ADD: REMOTE MOUNT CBL 30 FEET	G610	23	$ 25.00	$18.25	27%	$419.75
ADD: AUXILARY SPKR 7.5 WATT	B18	23	$ 60.00	$43.80	27%	$1,007.40
ADD: GPS ANTENNA	GA00226	23	$ 75.00	$54.75	27%	$1,259.25
ADD: TDMA OPERATION	GA00580	23	$ 450.00	$328.50	27%	$7,555.50
					27%	$0.00
APX4000 7/800 Mhz Model 2 Portables (Auxiliary Force)	H51UCF9PW6AN	25	$ 1,906.00	$1,391.38	27%	$34,784.50
ENH: MULTIKEY	H869CE	25	$ 330.00	$240.90	27%	$6,022.50
ENH: DES,DES-XL,DES-OFB ENCRYPTION	Q625	25	$ 599.00	$437.27	27%	$10,931.75
ADD: 3 YEAR SERVICE FROM THE START LITE	H885BK	25	$ 84.00	$84.00	0%	$2,100.00
ADD: Two Knob Configuration	QA04865	25	$ -	$0.00	27%	
Impres LI-ION 2700 MAH	QA02750AB	25	$ 100.00	$73.00	27%	$1,825.00
ADD: P25 9600 BAUD TRUNKING	QA02756AB	25	$ 1,570.00	$1,146.10	27%	$28,652.50
ADD: TDMA OPERATION	QA00580	25	$ 450.00	$328.50	27%	$8,212.50
Accessories						
APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA	WPLN7080	55	$ 125.00	$101.25	19%	$5,568.75
IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUPPRESS	NMN6274A	55	$ 369.00	$298.89	19%	$16,438.95
Dodge City Fire						
APX 8000 ALL BAND PORTABLE MODEL 3.5	H91TGD9PW7 N	26	$ 6,109.00	$4,459.57	27%	$115,948.82

DEL: DELETE UHF BAND	QA05509	26	$ (800.00)	($584.00)	27%	($15,184.00)	
ENH: 5 YEAR SERVICE FROM THE START LITE	Q887	26	$ 206.00	$206.00	0%	$5,356.00	
ADD: ASTRO DIGITAL CAI OPERATION	Q806	26	$ 515.00	$375.95	27%	$9,774.70	
ALT:APX 8000 HOUSING GREEN	QA01427	26	$ 25.00	$18.25	27%	$474.50	
ENH: APX8000XE RUGGED RADIO	QA02006	26	$ 800.00	$584.00	27%	$15,184.00	
ADD: SMARTZONE OPERATION	H38	26	$ 1,500.00	$1,095.00	27%	$28,470.00	
ADD: P25 9600 BAUD TRUNKING	Q361	26	$ 300.00	$219.00	27%	$5,694.00	
ADD: TDMA OPERATION	QA00580	26	$ 450.00	$328.50	27%	$8,541.00	
ADD: ENHANCED DATA	QA03399	26	$ 150.00	$109.50	27%	$2,847.00	
ENH: MULTIKEY	H869	26	$ 330.00	$240.90	27%	$6,263.40	
APX 7000 IMPRES CG SU APX7000 US/NA/CA/LA	WPLN7080	26	$ 125.00	$101.25	19%	$2,632.50	
AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IM	NNTN8575A	26	$ 480.00	$388.80	19%	$10,108.80	
APX4500 7/800 MOBILES (Radios in the car)	M22URS9PW1 N	11	$ 1,504.00	$1,097.92	27%	$12,077.12	
ADD: PALM MICROPHONE	W22	11	$ 72.00	$52.56	27%	$578.16	
ADD: REMOTE MOUNT O2 WWM	G67	11	$ 297.00	$216.81	27%	$2,384.91	
ADD: ANT 3DB LOW-PROFILE 762-870	G174	11	$ 43.00	$31.39	27%	$345.29	
ADD: MULTIKEY	W969	11	$ 330.00	$240.90	27%	$2,649.90	
ADD: 3 YEAR SERVICE FROM THE START LITE	G24	11	$ 121.00	$121.00	0%	$1,331.00	
ADD: 3600 OR 9600 TRUNKING BAUD SINGLE SYSTEM	QA02756	11	$ 1,570.00	$1,146.10	27%	$12,607.10	
ADD: APX O2 CONTROL HEAD (Green)	GA00804	11	$ 492.00	$359.16	27%	$3,950.76	
ADD: APX CONTROL HEAD SOFTWARE	G444	11	$ -	$0.00	27%	$0.00	
ADD: REMOTE MOUNT CBL 30 FEET	G610	11	$ 25.00	$18.25	27%	$200.75	
ADD: AUXILARY SPKR 7.5 WATT	B18	11	$ 60.00	$43.80	27%	$481.80	
ADD: GPS ANTENNA	GA00226	11	$ 75.00	$54.75	27%	$602.25	
ADD: TDMA OPERATION	GA00580	11	$ 450.00	$328.50	27%	$3,613.50	
Public Works							
APX4000 7/800 Mhz Model 2 PORTABLES	H51UCF9PW6AN	2	$ 1,906.00	$1,391.38	27%	$2,782.76	
ENH: MULTIKEY	H869CE	2	$ 330.00	$240.90	27%	$481.80	
ENH: DES,DES-XL,DES-OFB ENCRYPTION	Not Available	0		$0.00	27%	$0.00	
ADD: 3 YEAR SERVICE FROM THE START LITE	H885BK	2	$ 84.00	$84.00	0%	$168.00	
ADD: Two Knob Configuration	QA04865	2	$ -	$0.00	27%	$0.00	
Impres LI-ION 2700 MAH	QA02750AB	2	$ 100.00	$73.00	27%	$146.00	
ADD: P25 9600 BAUD TRUNKING	QA02756AB	2	$ 1,570.00	$1,146.10	27%	$2,292.20	
ADD: TDMA OPERATION	QA00580	2	$ 450.00	$328.50	27%	$657.00	
APX 4000 IMPRES CG SU US/NA/CA/LA	WPLN4232A	27	$ 69.30	$56.13	19%	$1,515.59	
IMPRES XP RSM FOR APX W/ DUAL MIC NOISE SUP	NMN6274A	27	$ 369.00	$298.89	19%	$8,070.03	
Installation of Mobiles		49		$305.00		$14,945.00	
Programming and Optimization and Template Building		142		$90.00		$12,780.00	
Subtotal						$764,266.22	$38,213.31
Project Spif: *					5%	($38,073.71)	
Project spif / Date lock**					4%	($30,458.97)	$30,570.65
Requirements of Spif						$695,733.54	

*This discount applies as part of Ford County Radio system procurement.

** This discount valid if radio equipment is purchased by 11/30/2016 and acceptable to ship before 12/30/2016.

Warranty starts with Ford County system acceptance unless early deployment by City, whichever is first.