

# **CITY COMMISSION MEETING AGENDA**

City Hall Commission Chambers

Tuesday, January 17, 2017

7:00 p.m.

MEETING #5056

## **CALL TO ORDER**

## **ROLL CALL**

**INVOCATION BY** Chaplain Shannon Sanchez of Fort Dodge Chapel

## **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).

Public Library Quarterly Report

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, January 3; 2017
2. Appropriation Ordinance No.2, January 17, 2017;
3. Cereal Malt Beverage License:
  - a. Walgreens Store, 1800 N. 14<sup>th</sup> Avenue,
  - b. Tacos Jalisco, 412 E. Wyatt Earp Blvd.,
  - c. Taylor's Roadhouse, 2305 W. Wyatt Earp Blvd.,
4. Approval of Lease Agreement for Dodge City Area Chamber of Commerce and Dodge City/Ford County Development Corporation at Depot Building;
5. Approval of Lease Agreement with SER at Hennessey Hall.

## **ORDINANCES & RESOLUTIONS**

**Resolution No. 2017-01:** A Resolution of the Governing Body of the City of Dodge City Authorizing an Agreement to Cooperate with Other Municipalities to form a group-funded pool entitled bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust. Report by Director of Administration, Ryan Reid.

**Resolution No. 2017-02:** A Resolution Approving the ByLaws and Interlocal Cooperation Agreement for Midwest Public Risk Kansas. Report by Director of Administration, Ryan Reid.

**Resolution No. 2017-03:** A Resolution Approving the Sister City Agreement between the City of Dodge City, Kansas and the Town of Beit Jann, Israel. Report by Assistant to City Manager/Assistant to Finance Director, Ernestor DelaRosa.

## **UNFINISHED BUSINESS**

## **NEW BUSINESS**

1. Approval of 2017 Street Program. Report by Director of Engineering, Ray Slattery.
2. Approval of Final Platt for Candletree #8. Report by Planning, Zoning, Storm Water Coordinator, Nathan Littrell.

## **OTHER BUSINESS**

## **ADJOURNMENT**

# **CITY COMMISSION MEETING MINUTES**

City Hall Commission Chambers

Tuesday, January 3, 2017

7:00 p.m.

MEETING #5055

## **CALL TO ORDER**

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

**INVOCATION** by Chaplain Shannon Sanchez of Fort Dodge Chapel

## **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).**

## **CONSENT CALENDAR**

1. Approval of City Commission Meeting Minutes, December 19, 2016;
2. Approval of City Commission Meeting Minutes, December 29, 2016;
3. Appropriation Ordinance No. 25, December 30, 2016;
4. Appropriation Ordinance No.1, January 3, 2017;
5. Cereal Malt Beverage License:
  - a. Farmers Country Market, 1800 Central Avenue.

Commissioner Brian Delzeit moved to approve the Consent Calendar as presented. Commissioner Jan Scoggins seconded the motion. The motion carried 3-0.

## **ORDINANCES & RESOLUTIONS**

## **NEW BUSINESS**

Commissioner Brian Delzeit moved to give authorization to the City Manager to approve cost proposals not to exceed \$40,000 for the Santa Fe Depot upper floor development. The motion was seconded by Commissioner Jan Scoggins. The motion carried 3-0.

## **OTHER BUSINESS**

City Manager, Cherise Tieben

- Reminder, there will be a public hearing at 5:00 p.m. on Thursday, January 5 in the City Commission Chambers for the STAR Bond District on 14<sup>th</sup> Avenue;
- Danny Gillum's reception will be held on January 6 at the Ford County Government Center;

- The next City Commission meeting will be Tuesday, January 17, 2017;
- Sandie Masden's retirement reception will be held on January 20, 2017 in the Military Plaza.

Commissioner, Jan Scoggins

- Thanked the United Wireless Arena for opening the Ice Skating during the week between Christmas and New Year's. It was well attended;
- Thanked the Park Department for the outstanding job on the Mayor's Christmas Tree;
- The exercise equipment outside west of the Sheridan Activity Center is well used;
- The YMCA has had a lot of activity;
- Hope 2017 treats you right.

Commissioner, Brian Delzeit

- Happy New Year!

Mayor, Rick Sowers

**ADJOURNMENT**

Commissioner Jan Scoggins moved to adjourn the meeting. Commissioner Brian Delzeit seconded the motion. The motion carried 3-0.

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Mayor

ATTEST:

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Nannette Pogue, City Clerk

### CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of Dodge City

**SECTION 1 -- LICENSE TYPE**

Check One:  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 licensed premises.

**SECTION 2 -- APPLICANT INFORMATION**

Kansas Sales Tax Registration Number (required):

Name of Corporation <u>All American Meat, Inc</u>	Principal Place of Business <u>New Mexico</u>	State <u>NM</u>	Zip Code <u>88203</u>
Corporation Street Address <u>111 N. Atkinson</u>	City <u>Roswell</u>	State <u>NM</u>	Zip Code <u>88203</u>
Date of Incorporation <u>July 1979</u>	Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
Resident Agent Name <u>Dalinda Hernandez</u>	Phone No. <u>620-225-2981</u>		
Residence Street Address <u>2010 Hillside Ave W</u>	City <u>Dodge City</u>	State <u>KS</u>	Zip Code <u>67801</u>

**SECTION 3 -- LICENSED PREMISE**

Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name <u>Farmers Country Market #11</u>	Name <u>All American Meat, Inc</u>
Business Location Address <u>1800 Central Avenue</u>	Address <u>P.O. Box 120</u>
City <u>Dodge City</u> State <u>KS</u> Zip <u>67801</u>	City <u>Roswell</u> State <u>N.M.</u> Zip <u>88202</u>
Business Phone No. <u>620-225-2981</u>	<input checked="" type="checkbox"/> Applicant owns the proposed business or special event location. <input type="checkbox"/> Applicant does not own the proposed business or event location.
Business Location Owner Name(s) <u>All American Meat, Inc</u>	

**SECTION 4 -- OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK** List each person and their spouse, if applicable. Attach additional pages if necessary.

Name <u>Bill Fenn</u>	Position <u>President</u>	Date of Birth <u>8/6/55</u>
Residence Street Address <u>111 N. Atkinson</u>	City <u>Roswell</u> State <u>NM</u>	Zip Code <u>88203</u>
Spouse Name <u>Christine Fenn</u>	Position <u>Spouse</u>	Date of Birth <u>12/4/67</u>
Residence Street Address <u>111 N. Atkinson</u>	City <u>Roswell</u> State <u>NM</u>	Zip Code <u>88203</u>
Name	Position	Date of Birth
Residence Street Address	City	State
Spouse Name	Position	Age
Residence Street Address	City	State
Name	Position	Date of Birth
Residence Street Address	City	State
Spouse Name	Position	Age
Residence Street Address	City	State

# CORPORATE APPLICATION FOR LICENSE TO SELL CEREAL MALT BEVERAGES

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

City or  County of Dodge City

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

<b>SECTION 2 – APPLICANT INFORMATION</b>			
Kansas Sales Tax Registration Number (required): 004-361924025F-01			
Name of Corporation <b>Walgreen Co.</b>		Principal Place of Business <b>300 Wilmot Road</b>	
Corporation Street Address <b>300 Wilmot Road</b>		Corporation City <b>Deerfield</b>	State <b>IL</b> Zip Code <b>60015</b>
Date of Incorporation <b>02-15-1909</b>		Articles of Incorporation are on file with the Secretary of State. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Resident Agent Name <b>Brandon Spencer</b>		Phone No. <b>620-225-6095</b>	
Residence Street Address <b>1411 5th Ave.</b>		City <b>Dodge City</b>	State <b>KS</b> Zip Code <b>67801</b>

<b>SECTION 3 – LICENSED PREMISE</b>			
<b>Licensed Premise</b> (Business Location or Location of Special Event)		<b>Mailing Address</b> (If different from business address)	
DBA Name <b>Walgreens #07817</b>		Name <b>Walgreens #07817</b>	
Business Location Address <b>1801 N. 14th Ave</b>		Address <b>P.O. Box 901</b>	
City <b>Dodge City</b>	State <b>KS</b> Zip <b>67801</b>	City <b>Deerfield</b>	State <b>IL</b> Zip <b>60015</b>
Business Phone No. <b>620-225-6095</b>		<input type="checkbox"/> Applicant owns the proposed business location. <input checked="" type="checkbox"/> Applicant does not own the proposed business location.	
Business Location Owner Name(s) <b>WG-7817 KS LLC</b>			

<b>SECTION 4 – OFFICERS, DIRECTORS, STOCKHOLDERS OWNING 25% OR MORE OF STOCK</b>			
List each person and their spouse, if applicable. Attach additional pages if necessary.			
Name <b>Please see attached corporate rider.</b>		Position	
Residence Street Address <b>Walgreen Co. is a publicly held company.</b>		City	State Zip Code
Spouse Name <b>To our knowledge, no one</b>		Position	
Residence Street Address <b>person owns as much as 25% of company stock.</b>		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code
Name		Position	
Residence Street Address		City	State Zip Code
Spouse Name		Position	
Residence Street Address		City	State Zip Code

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

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

City or  County of Dodge City

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

SECTION 2 – APPLICANT INFORMATION		
Kansas Sales Tax Registration Number (required): 004-K42613037-FO1		
Name Amado Alvarez	Phone No. (620) 255-9049	Date of Birth 02/27/1966
Residence Street Address 10829 McArtor Rd	City Dodge City	Zip Code 67801
Applicant Spousal Information		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

SECTION 3 – LICENSED PREMISE	
Licensed Premise (Business Location or Location of Special Event)	Mailing Address (If different from business address)
DBA Name Tacos Jalisco #2	Name Amado Alvarez
Business Location Address 412 East Wyatt Earp Blvd	Address P.O. Box 1311
City Dodge City	City Dodge City
State KS	State KS
Zip 67801	Zip 67801
Business Phone No. (620) 225-3101	<input checked="" type="checkbox"/> I own the proposed business location. <input type="checkbox"/> I do not own the proposed business location.
Business Location Owner Name(s) Amado Alvarez	

SECTION 4 – APPLICANT QUALIFICATION	
I am a U.S. Citizen	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of Kansas for at least one year prior to application.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have resided within the state of Kansas for <u>22</u> years.	
I am at least 21 years old.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
I have been a resident of this county for at least 6 months.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Within 2 years immediately preceding the date of this application, neither I nor my spouse <sup>1</sup> has been convicted of, released from incarceration for or released from probation or parole for any of the following crimes: (1) Any felony; (2) a crime involving moral turpitude; (3) drunkenness; (4) driving a motor vehicle while under the influence of alcohol (DUI); or (5) violation of any state or federal intoxicating liquor law.	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
My spouse has previously held a CMB license.	<input type="checkbox"/> Yes <input type="checkbox"/> No
My spouse has never been convicted of one of the crimes mentioned above while licensed.	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

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

City or  County of Dodge City

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

<b>SECTION 2 - APPLICANT INFORMATION</b>		
Kansas Sales Tax Registration Number (required): <u>004-46166076F01</u>		
Name <u>Chuck R Taylor</u>	Phone No. <u>620-338-3881</u>	Date of Birth <u>8/1/1964</u>
Residence Street Address <u>111 McCaustland #2</u>	City <u>Dodge City KS</u>	Zip Code <u>67801</u>
<b>Applicant Spousal Information</b>		
Spouse Name	Phone No.	Date of Birth
Residence Street Address	City	Zip Code

<b>SECTION 3 - LICENSED PREMISE</b>					
<b>Licensed Premise</b> (Business Location or Location of Special Event)			<b>Mailing Address</b> (If different from business address)		
DBA Name <u>Taylor's Roadhouse</u>			Name <u>Chuck Taylor</u>		
Business Location Address <u>2305 W Wyatt Earp</u>			Address <u>PO Box 1623</u>		
City <u>Dodge City</u>	State <u>KS</u>	Zip <u>67801</u>	City <u>Dodge City</u>	State <u>KS</u>	Zip <u>67801</u>
Business Phone No. <u>620-371-6866</u>			<input checked="" type="checkbox"/> I own the proposed business or special event location.		
Business Location Owner Name(s)			<input type="checkbox"/> I do not own the proposed business or event location.		

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

*Has Not*



## City of Dodge City

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

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

# Memorandum

To: City Commissioners and City Manager  
From: Project Development Coordinator, Melissa McCoy  
Date: January 11, 2017  
Subject: Lease Agreements for Dodge City Area Chamber of Commerce & Dodge City/Ford County Development Corporation  
Agenda Item: Consent Calendar

**Recommendation:** Staff recommends approval of the Lease Agreements with the Dodge City Area Chamber of Commerce (Chamber) and the Dodge City/Ford County Development Corporation (Dev. Corp) for office space in the Santa Fe Depot.

**Background:** The Dodge City Area Chamber of Commerce and the Dodge City/Ford County Development Corporation will occupy office space on the 2<sup>nd</sup> and partial 3<sup>rd</sup> floor of the renovated Santa Fe Depot along with the Dodge City Convention and Visitor's Bureau and the Depot Theater Company. It is anticipated that the build out will be completed by the end of February 2017 and that the building tenants will move into the space in March of 2017.

**Justification:** Utilizing this undeveloped space for multiple tenants provides additional funding streams to cover utility costs. This group of tenants works collaborative on a variety of projects and co-locating them in the same facility is beneficial to all. It will also allow for one of the most historically significant building in Dodge City to be more accessible to the public.

**Considerations:** These lease agreements commence in January of 2017 and will continue for ten years. There is an option to extend the lease agreements for an additional five years at the end of the initial term and extend it automatically for another five year term at the end of the first five year option unless otherwise indicated in writing six months prior to termination. The Chamber and Development Corporation. are required to provide notice of termination of the lease in writing one year prior. They agree to pay the City the rental amount of \$1 per year, however, this rent will be evaluated on an annual basis. These entities agree to pay a share of all the public or private utility charges for the building based on the amount of square footage they occupy.

**Attachments:**  
Dodge City Area Chamber of Commerce Lease Agreement  
Dodge City/Ford County Development Corporation

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Lease") is made this 29th day of December, 2016 by and between

Dodge City Area Chamber of Commerce  
P.O. Box 939, Dodge City, KS 67801  
hereinafter referred to as

"TENANT"

AND

City of Dodge City, Kansas  
806 Second Ave  
Dodge City, Kansas 67801  
hereinafter referred to as

"LANDLORD"

WITNESSETH:

1. LEASED PREMISES: LANDLORD, in consideration of the full performance of the covenants and agreements of this Lease, and in full payment of the rentals as hereinafter specified, does hereby lease to the TENANT and TENANT hereby leases from LANDLORD for the term hereinafter set out the following described premises (the "Premises"), to-wit:

That portion of the improvements located in the  
Landlord's building, all as  
set forth on the exhibit attached hereto and  
incorporated herein.

2. COMMON AREAS: TENANT shall have reasonable access to the two (2) conference areas located on the second floor of the LANDLORD's building. Reasonable access will be subject to shared use and access by the TENANT, the Dodge City Convention and Visitor's Bureau, and the Dodge City/Ford County Development Corporation. LANDLORD retains the right to access and use of the conference areas at LANDLORD's discretion.

2. ACCEPTANCE AND USE OF PREMISES: TENANT agrees to accept the Premises in its existing condition at the date of occupancy. TENANT further agrees the Premises shall be used and occupied by TENANT for business offices.

3. TERM: This Lease shall commence on January 1, 2017 and continue thereafter for a term of ten (10) years.

4. OPTION TO EXTEND: This Lease shall automatically be extended for an additional five (5) year term, at the end of the initial term, unless TENANT shall notify LANDLORD in writing one (1) year prior to the termination of this Lease of TENANT's desire not to extend the term of this Lease for the said five (5) year period.

In the event this Lease is extended for the additional five (5) year period provided above, this Lease shall automatically be extended for a second five (5) year term beginning at the end of the first five (5) year option, unless TENANT shall notify LANDLORD in writing six (6) months prior to the termination of the then existing lease period of TENANT's desire not to extend the term of this Lease for an additional five (5) year period.

All extensions of this Lease, as provided above, shall be upon the same terms and conditions as contained herein, except that the amount of the monthly rental payment shall be negotiable prior to the commencement of each five (5) year option.

5. RENTAL: As rent for the Premises TENANT agrees to pay to LANDLORD without deduction, set-off or demand, the total sum of One Dollar (\$1.00) for the initial term of this Lease payable at the rate of One Dollar (\$1.00) on the first day of each calendar year during the term of this Lease. The Parties agree that the amount of rent will be reviewed by the Parties on an annual basis, and the amount of rent may be revised at the agreement of the Parties. If the Parties are not able to agree on the revised rent this Agreement will terminate.

6. OWNERSHIP AND POSSESSION: LANDLORD covenants that LANDLORD is lawfully seized of the Premises and has full right and power to enter into this Lease for the full term and upon all the conditions herein contained and will deliver full and complete possession of the Premises upon the commencement date of this Lease. TENANT, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises for the term and for the use and purpose leased hereunder.

7. MAINTENANCE: TENANT shall, at TENANT's expense, keep and maintain the interior of the Premises, including but not limited to furnace and air

conditioning filters, exterior entry and exit doors, plate glass and glazing in or on the Premises in good order, condition and repair, and in compliance with all laws and regulations applicable thereto during the entire term of this Lease. TENANT shall be responsible for repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures located in the Premises.

LANDLORD warrants that, upon the commencement of this Lease, all underground plumbing shall be in good operable condition. LANDLORD shall, at LANDLORD's own expense, keep and maintain the roof and exterior walls (plate glass and glazing excepted), HVAC, electrical, underground plumbing except if stopped up by reason of foreign matter introduced into plumbing fixtures or floor drains, and all structural components of the Premises in good order, condition and repair during the term of this Lease. The phrase "exterior walls" as herein used shall not be so construed as to require LANDLORD to make repairs to the interior surfaces thereof.

All paper products for the restroom facilities will be provided by TENANT.

There shall be no obligation on the part of the LANDLORD to make any of the repairs required in this section unless and until TENANT gives LANDLORD written notice, advising LANDLORD of the necessity of the repair.

8. KEYS: TENANT will be provided seven (7) keys at the inception of this Lease. Replacement of keys or replacement of locks will be the physical responsibility of LANDLORD and the financial responsibility of TENANT. TENANT is prohibited from duplicating keys or replacing locks on its own initiative or authority.
9. JANITORIAL: LANDLORD will provide janitorial services to the second floor hallways, restrooms, and conference areas. LANDLORD will not provide janitorial services to the Premises.
10. INSURANCE: TENANT, at TENANT's expense, shall carry commercial general liability insurance coverage in an amount of at least \$500,000 per occurrence and \$1,000,000 aggregate, including advertising, in personal injury liability coverage with respect to the Premises and the business of TENANT and naming LANDLORD as additional insured.

LANDLORD agrees, as a material condition of this Lease, to maintain insurance coverage on the building of which the Premises are a part, insuring the building against loss by fire and extended coverage in an amount at least equal to eighty percent (80%) of the fair replacement value of said building.

11. SUBORDINATION OF LEASE: It is expressly understood and agreed between the parties hereto that LANDLORD reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon LANDLORD's interest in the Premises. TENANT agrees to execute and deliver upon LANDLORD's demand, such further instruments subordinating this lease to the lien of any such mortgage or mortgages as may be required; provided, however, that the mortgagee shall acknowledge in advance that this Lease will be valid in the event of a foreclosure of LANDLORD's interest.

12. ALTERATIONS: TENANT, by obtaining LANDLORD's prior written approval, shall have the right to make alterations or additions to the Premises at its sole cost and expense. Any such alterations or additions shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements. LANDLORD's approval of any alterations or additions is at its sole and unfettered discretion. In considering any such approval, LANDLORD will be guided by all applicable Federal, State and Local laws, regulations and ordinances pertinent to the request. Any such alterations or additions shall remain with the Premises and become the property of LANDLORD.

11. FIXTURES AND EQUIPMENT: It is understood and agreed that any equipment, furniture, signs and sign standards, installed or owned in the building or otherwise on the Premises by TENANT, shall remain TENANT's property and may be removed by TENANT at any time, whether attached to the building or not, provided, nevertheless, that TENANT shall repair any and all damage to the Premises caused by such removal. Any fixtures which are owned by LANDLORD and a part of this Lease shall remain LANDLORD's property and not be removed from the Premises.

12. SIGNS: All exterior signs shall be subject to the written approval of LANDLORD (at LANDLORD's sole discretion) being obtained prior to the installation of any such sign. The cost of such installation shall be borne by TENANT. Upon the expiration or termination of this Lease or any renewal thereof, TENANT shall have the right to remove from the Premises any signs which it may have installed, provided that TENANT shall repair any and all damage to the Premises and/or LANDLORD's building caused by such removal.

13. DAMAGE OR DESTRUCTION: In the event the improvements located upon the premises shall be damaged or destroyed by fire or other casualty, Tenant shall give written notice thereof to Landlord within a reasonable time.

A. If the improvements located upon the leased premises are substantially destroyed (50% or more) or said improvements are so damaged that it reasonably appears that the rebuilding or repair of the same can not be completed in 120 days, then this lease shall cease and come to an end at the option of either the Landlord or Tenant. To exercise said option of termination either the Landlord or Tenant shall give written notice to the other party within 20 days after such damage occurs. In the event the option to terminate is not so exercised within the time specified therefore, this lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore said premises to substantially the same condition as prior to said damage or destruction, excepting Tenant improvements. Until said premises are repaired and restored to such condition the rent shall abate.

B. In the event the improvements located upon the leased premises shall be damaged by fire, tornado or other casualty but to an extent as to not be substantially destroyed (less than 50%), this lease shall not terminate. In such event, Landlord shall proceed with reasonable diligence to repair and rebuild said improvements, excepting Tenant improvements, to substantially the condition to which they existed prior to said damage. Until said premises are repaired and restored the rent payable hereunder shall abate. In the event Landlord shall fail to complete such repairs or rebuilding within 120 days after the date of said damage, Tenant may, at Tenant's option, terminate this lease by delivering written notice of termination to Landlord whereupon all rights and obligations hereunder shall cease.

15. SUBLETTING AND ASSIGNMENT: TENANT shall not, without the prior written consent of the LANDLORD, have the right to assign this Lease or sublet the Premises or any portion thereof.

16. UTILITIES: TENANT agrees to pay a *pro rata* share of all charges of public or private utility companies for utilities consumed on the Premises including charges for gas, electricity, and Maintenance service contracts (including elevator, Simplex and Trane. Said *pro rata* share shall be six and seven/tenths percent (6.7%) of the total utilities consumed in the Landlord's building.

17. DEFAULT BY TENANT: LANDLORD shall give TENANT written notice of any default by TENANT in the payment of rent or the performance of any other obligation to be kept or performed by TENANT and if such default continues for a period of five (5) days in the case of rent or thirty (30) days in case of other defaults after receipt by TENANT of a written notice from LANDLORD specifying such default, LANDLORD may thereafter without further notice or demand, enter onto the Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed by TENANT hereunder for the full term of this Lease. LANDLORD may thereafter lease or sublease the Premises for such rent as LANDLORD may reasonably obtain, crediting TENANT with the rent so obtained after deducting the costs LANDLORD reasonably incurs by such re-entry, leasing or subleasing, or the LANDLORD, at LANDLORD's election may, terminate this Lease and re-enter and take full and absolute possession of the Premises free from any further right or claim by TENANT.

19. SURRENDER OF PREMISES: At the expiration of the tenancy hereby created, TENANT shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto except as may be provided in Article 10 hereof, and shall surrender all keys for the Premises to LANDLORD of the place then fixed for payment of rent and shall inform LANDLORD of all combinations on locks, safes and vaults, if any, in the Premises. TENANT shall remove all its trade fixtures before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused by such removal. TENANT's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

20. PROPER USE OF PREMISES: TENANT shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace under local code and shall keep the Premises under TENANT's control, clean and free from rubbish under acceptable standards.

21. HOLDING OVER: Any holding-over after the expiration of the term hereof shall be construed to be a tenancy from month-to-month at the rents herein specified and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. MANNER OF SERVING NOTICE: All notices or requests which may be or are required to be given to either LANDLORD or TENANT shall be in writing and sent by certified mail, or by personal service, addressed to the parties as follows:

LANDLORD:

City of Dodge City, Kansas  
806 Second Ave  
Dodge City, Kansas 67801

TENANT:

Chamber of Commerce  
P.O. Box 939  
Dodge City, Kansas 67801

24. WARRANT OF AUTHORITY: Each party warrants that the person executing this Lease on its behalf is duly authorized to execute this Lease, that the execution is not proscribed by the bylaws or articles of incorporation of the corporation, if either party is a corporation, and that all necessary action has been taken by its board of directors and/or commissioners to authorize the execution of this Lease.

25. REAL ESTATE TAXES: LANDLORD shall pay all real estate taxes and special assessments which may be levied or imposed against the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be entered into the day and year first above written and the same shall be binding on the heirs, executors, administrators and assigns of the respective parties except as limited herein.

LANDLORD

TENANT

City of Dodge City, Kansas

Dodge City Area Chamber of Commerce

By: \_\_\_\_\_  
Rick Sowers, Mayor

By:   
Gary Johnson, Interim President

**LEASE AGREEMENT**

THIS LEASE AGREEMENT (this "Lease") is made this 29<sup>th</sup> day of December, 2016 by and between

Dodge City Ford County Development Corporation  
P.O. Box 818, Dodge City, KS 67801  
hereinafter referred to as

**"TENANT"**

AND

City of Dodge City, Kansas  
806 Second Ave  
Dodge City, Kansas 67801  
hereinafter referred to as

**"LANDLORD"**

WITNESSETH:

1. LEASED PREMISES: LANDLORD, in consideration of the full performance of the covenants and agreements of this Lease, and in full payment of the rentals as hereinafter specified, does hereby lease to the TENANT and TENANT hereby leases from LANDLORD for the term hereinafter set out the following described premises (the "Premises"), to-wit:

That portion of the improvements located in the Landlord's building, all as set forth on the exhibit attached hereto and incorporated herein.

2. COMMON AREAS: TENANT shall have reasonable access to the two (2) conference areas located on the second floor of the LANDLORD's building. Reasonable access will be subject to shared use and access by the TENANT, the Dodge City Convention and Visitor's Bureau, and the Dodge City Area Chamber of Commerce. LANDLORD retains the right to access and use of the conference areas at LANDLORD's discretion.

2. ACCEPTANCE AND USE OF PREMISES: TENANT agrees to accept the Premises in its existing condition at the date of occupancy. TENANT further agrees the Premises shall be used and occupied by TENANT for business offices.

3. TERM: This Lease shall commence on January 1, 2017 and continue thereafter for a term of ten (10) years.

4. OPTION TO EXTEND: This Lease shall automatically be extended for an additional five (5) year term, at the end of the initial term, unless TENANT shall notify LANDLORD in writing one (1) year prior to the termination of this Lease of TENANT's desire not to extend the term of this Lease for the said five (5) year period.

In the event this Lease is extended for the additional five (5) year period provided above, this Lease shall automatically be extended for a second five (5) year term beginning at the end of the first five (5) year option, unless TENANT shall notify LANDLORD in writing six (6) months prior to the termination of the then existing lease period of TENANT's desire not to extend the term of this Lease for an additional five (5) year period.

All extensions of this Lease, as provided above, shall be upon the same terms and conditions as contained herein, except that the amount of the monthly rental payment shall be negotiable prior to the commencement of each five (5) year option.

5. RENTAL: As rent for the Premises TENANT agrees to pay to LANDLORD without deduction, set-off or demand, the total sum of One Dollar (\$1.00) for the initial term of this Lease payable at the rate of One Dollar (\$1.00) on the first day of each calendar year during the term of this Lease. The Parties agree that the amount of rent will be reviewed by the Parties on an annual basis, and the amount of rent may be revised at the agreement of the Parties. If the Parties are not able to agree on the revised rent this Agreement will terminate.

6. OWNERSHIP AND POSSESSION: LANDLORD covenants that LANDLORD is lawfully seized of the Premises and has full right and power to enter into this Lease for the full term and upon all the conditions herein contained and will deliver full and complete possession of the Premises upon the commencement date of this Lease. TENANT, on paying the said rent and performing the covenants agreed to be performed, shall and may peaceably and quietly have, hold and enjoy the Premises for the term and for the use and purpose leased hereunder.

7. MAINTENANCE: TENANT shall, at TENANT's expense, keep and maintain the interior of the Premises, including but not limited to furnace and air

conditioning filters, exterior entry and exit doors, plate glass and glazing in or on the Premises in good order, condition and repair, and in compliance with all laws and regulations applicable thereto during the entire term of this Lease. TENANT shall be responsible for repair of plumbing stopped up by reason of foreign matter introduced into the plumbing fixtures located in the Premises.

LANDLORD warrants that, upon the commencement of this Lease, all underground plumbing shall be in good operable condition. LANDLORD shall, at LANDLORD's own expense, keep and maintain the roof and exterior walls (plate glass and glazing excepted), HVAC, electrical, underground plumbing except if stopped up by reason of foreign matter introduced into plumbing fixtures or floor drains, and all structural components of the Premises in good order, condition and repair during the term of this Lease. The phrase "exterior walls" as herein used shall not be so construed as to require LANDLORD to make repairs to the interior surfaces thereof.

All paper products for the restroom facilities will be provided by TENANT.

There shall be no obligation on the part of the LANDLORD to make any of the repairs required in this section unless and until TENANT gives LANDLORD written notice, advising LANDLORD of the necessity of the repair.

8. KEYS: TENANT will be provided seven (7) keys at the inception of this Lease. Replacement of keys or replacement of locks will be the physical responsibility of LANDLORD and the financial responsibility of TENANT. TENANT is prohibited from duplicating keys or replacing locks on its own initiative or authority.
9. JANITORIAL: LANDLORD will provide janitorial services to the second floor hallways, restrooms, and conference areas. LANDLORD will not provide janitorial services to the Premises.
10. INSURANCE: TENANT, at TENANT's expense, shall carry commercial general liability insurance coverage in an amount of at least \$500,000 per occurrence and \$1,000,000 aggregate, including advertising, in personal injury liability coverage with respect to the Premises and the business of TENANT and naming LANDLORD as additional insured.

LANDLORD agrees, as a material condition of this Lease, to maintain insurance coverage on the building of which the Premises are a part, insuring the building against loss by fire and extended coverage in an amount at least equal to eighty percent (80%) of the fair replacement value of said building.

11. SUBORDINATION OF LEASE: It is expressly understood and agreed between the parties hereto that LANDLORD reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon LANDLORD's interest in the Premises. TENANT agrees to execute and deliver upon LANDLORD's demand, such further instruments subordinating this lease to the lien of any such mortgage or mortgages as may be required; provided, however, that the mortgagee shall acknowledge in advance that this Lease will be valid in the event of a foreclosure of LANDLORD's interest.

12. ALTERATIONS: TENANT, by obtaining LANDLORD's prior written approval, shall have the right to make alterations or additions to the Premises at its sole cost and expense. Any such alterations or additions shall be of good workmanship and material and shall not reduce the size or strength of the then existing improvements. LANDLORD's approval of any alterations or additions is at its sole and unfettered discretion. In considering any such approval, LANDLORD will be guided by all applicable Federal, State and Local laws, regulations and ordinances pertinent to the request. Any such alterations or additions shall remain with the Premises and become the property of LANDLORD.

11. FIXTURES AND EQUIPMENT: It is understood and agreed that any equipment, furniture, signs and sign standards, installed or owned in the building or otherwise on the Premises by TENANT, shall remain TENANT's property and may be removed by TENANT at any time, whether attached to the building or not, provided, nevertheless, that TENANT shall repair any and all damage to the Premises caused by such removal. Any fixtures which are owned by LANDLORD and a part of this Lease shall remain LANDLORD's property and not be removed from the Premises.

12. SIGNS: All exterior signs shall be subject to the written approval of LANDLORD (at LANDLORD's sole discretion) being obtained prior to the installation of any such sign. The cost of such installation shall be borne by TENANT. Upon the expiration or termination of this Lease or any renewal thereof, TENANT shall have the right to remove from the Premises any signs which it may have installed, provided that TENANT shall repair any and all damage to the Premises and/or LANDLORD's building caused by such removal.

13. DAMAGE OR DESTRUCTION: In the event the improvements located upon the premises shall be damaged or destroyed by fire or other casualty, Tenant shall give written notice thereof to Landlord within a reasonable time.

A. If the improvements located upon the leased premises are substantially destroyed (50% or more) or said improvements are so damaged that it reasonably appears that the rebuilding or repair of the same can not be completed in 120 days, then this lease shall cease and come to an end at the option of either the Landlord or Tenant. To exercise said option of termination either the Landlord or Tenant shall give written notice to the other party within 20 days after such damage occurs. In the event the option to terminate is not so exercised within the time specified therefore, this lease shall remain in full force and effect and Landlord shall proceed with due diligence to repair and restore said premises to substantially the same condition as prior to said damage or destruction, excepting Tenant improvements. Until said premises are repaired and restored to such condition the rent shall abate.

B. In the event the improvements located upon the leased premises shall be damaged by fire, tornado or other casualty but to an extent as to not be substantially destroyed (less than 50%), this lease shall not terminate. In such event, Landlord shall proceed with reasonable diligence to repair and rebuild said improvements, excepting Tenant improvements, to substantially the condition to which they existed prior to said damage. Until said premises are repaired and restored the rent payable hereunder shall abate. In the event Landlord shall fail to complete such repairs or rebuilding within 120 days after the date of said damage, Tenant may, at Tenant's option, terminate this lease by delivering written notice of termination to Landlord whereupon all rights and obligations hereunder shall cease.

15. SUBLETTING AND ASSIGNMENT: TENANT shall not, without the prior written consent of the LANDLORD, have the right to assign this Lease or sublet the Premises or any portion thereof.

16. UTILITIES: TENANT agrees to pay a *pro rata* share of all charges of public or private utility companies for utilities consumed on the Premises including charges for gas, electricity, and Maintenance service contracts (including elevator, Simplex and Trane. Said *pro rata* share shall be nine percent (9.0%) of the total utilities consumed in the Landlord's building.

17. DEFAULT BY TENANT: LANDLORD shall give TENANT written notice of any default by TENANT in the payment of rent or the performance of any other obligation to be kept or performed by TENANT and if such default continues for a period of five (5) days in the case of rent or thirty (30) days in case of other defaults after receipt by TENANT of a written notice from LANDLORD specifying such default, LANDLORD may thereafter without further notice or demand, enter onto the Premises and take full and absolute possession thereof, without such re-entry causing a forfeiture of the rent to be paid or the covenants to be performed by TENANT hereunder for the full term of this Lease. LANDLORD may thereafter lease or sublease the Premises for such rent as LANDLORD may reasonably obtain, crediting TENANT with the rent so obtained after deducting the costs LANDLORD reasonably incurs by such re-entry, leasing or subleasing, or the LANDLORD, at LANDLORD's election may, terminate this Lease and re-enter and take full and absolute possession of the Premises free from any further right or claim by TENANT.

19. SURRENDER OF PREMISES: At the expiration of the tenancy hereby created, TENANT shall surrender the Premises in the same condition as the Premises were in upon delivery of possession thereto except as may be provided in Article 10 hereof, and shall surrender all keys for the Premises to LANDLORD of the place then fixed for payment of rent and shall inform LANDLORD of all combinations on locks, safes and vaults, if any, in the Premises. TENANT shall remove all its trade fixtures before surrendering the Premises as aforesaid and shall repair any damage to the Premises caused by such removal. TENANT's obligation to observe or perform this covenant shall survive the expiration or other termination of the term of this Lease.

20. PROPER USE OF PREMISES: TENANT shall not perform any acts or carry on any practices which may injure the building or be a nuisance or menace under local code and shall keep the Premises under TENANT's control, clean and free from rubbish under acceptable standards.

21. HOLDING OVER: Any holding-over after the expiration of the term hereof shall be construed to be a tenancy from month-to-month at the rents herein specified and shall otherwise be on the terms and conditions herein specified, so far as applicable.

22. MANNER OF SERVING NOTICE: All notices or requests which may be or are required to be given to either LANDLORD or TENANT shall be in writing and sent by certified mail, or by personal service, addressed to the parties as follows:

LANDLORD:

City of Dodge City, Kansas  
806 Second Ave  
Dodge City, Kansas, 67801

TENANT:

Dodge City Ford County  
Development Corporation  
P.O. Box 818  
Dodge City, Kansas 67801

24. WARRANT OF AUTHORITY: Each party warrants that the person executing this Lease on its behalf is duly authorized to execute this Lease, that the execution is not proscribed by the bylaws or articles of incorporation of the corporation, if either party is a corporation, and that all necessary action has been taken by its board of directors and/or commissioners to authorize the execution of this Lease.

25. REAL ESTATE TAXES: LANDLORD shall pay all real estate taxes and special assessments which may be levied or imposed against the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be entered into the day and year first above written and the same shall be binding on the heirs, executors, administrators and assigns of the respective parties except as limited herein.

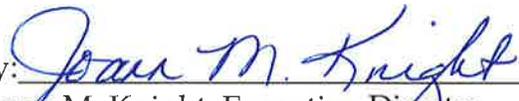
LANDLORD

TENANT

City of Dodge City, Kansas

Dodge City Ford County Development Corporation

By: \_\_\_\_\_  
Rick Sowers, Mayor

By:  \_\_\_\_\_  
Joan M. Knight, Executive Director



# Parks and Recreation

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

## Memorandum

To: Cherise Tieben, City Manager  
City Commissioners

From: Paul Lewis, Parks & Recreation Director 

Date: January 11, 2017

Subject: Hennessy Lease Agreement

Agenda Item: Consent Calendar

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**RECOMMENDATION:** Staff recommends approving the lease with SER – Jobs for National Progress Inc. for space at Hennessy Hall.

**BACKGROUND:** SER desires to lease space at Hennessy to house their operations and services. The space being leased is on the first floor, room 130. The total space being leased is 700 square feet and is a new three year lease.

SER is a national network of employment and training organizations that formulates and advocates initiatives focusing on the needs of Hispanics in the areas of education, training, employment, business and economic opportunity.

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

**FINANCIAL CONSIDERATIONS:** The annual lease payment will be \$4,200 based on the standard \$6 per sq. ft. base rent. Lease payments are prorated monthly and billed through City Hall. SER also requested removal of a concrete teacher's platform that was in the space and we installed new carpet. In exchange for those considerations, SER will pay an additional \$1,000 up front to help compensate for those expenses.

Because SER's operations are dependent on grant funding, this lease allows termination of the agreement should those funding sources no longer exist. Under those circumstances, SER agrees to not lease any other space in Ford County during the term of the agreement.

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

**LEGAL CONSIDERATIONS:** The agreement is the standard form used with all Hennessy tenants.

**ATTACHMENTS:**

Lease Agreement  
Exhibit A – Floor Plan

# Hennessey Hall Lease Agreement

This lease agreement is made and entered into by and between the City of Dodge City, Kansas, a municipal corporation (LANDLORD) and SER-Jobs for Progress National, Inc., a Kansas not-for-profit corporation. (TENANT).

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

1. **LEASE PREMISES:** The LANDLORD hereby leases to TENANT part of that property known as Hennessey Hall, located on the former St. Mary's of the Plains College Campus in Dodge City, Kansas. Attached hereto as Exhibit A are the specifications of Hennessey Hall. That portion of the premises hereby leased to TENANT is outlined in red, comprising approximately seven hundred square feet (700) and labeled as Room 130. The outlined portion of Exhibit A, attached hereto and made a part hereof, is hereinafter collectively referred to as the "leased premises".
2. **TERM:** The term of this lease shall be for a period of three (3) years commencing February 1, 2017, and terminating January 31, 2020 subject, however, to earlier termination as set forth herein.
3. **LEASE RENTAL:** During the first year of this lease, the TENANT shall pay to the LANDLORD annual rent in the amount of four thousand, two hundred dollars, (\$4,200.00), representing a square footage rental rate of \$6.00 per square foot, said annual amount to be paid in equal advance monthly installments of three hundred fifty dollars (\$350.00), beginning on the first day of February, 2017, for 1st month's rent and continuing monthly thereafter for the first year of this lease, said monthly rental being hereinafter referred to as the "base rent."
4. **ADDITIONAL RENT:** It is agreed by the parties that, in addition to the base rent as set forth above, the tenant shall pay an amount representing the TENANT'S proportionate share of any increase in the LANDLORD'S cost for taxes and utilities as set forth in the formula below. The parties understand and agree that, at the present time, the lease building facility is exempt from real estate taxes, and the parties anticipate the continued exemption of said facility during the term of this agreement; provided, however, that in the event the lease building facility in which the leased premises are located is placed on the tax rolls, then the TENANT shall pay proportionate share of such real estate taxes as set forth below.

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

- (a) If the combined expenses to the LANDLORD for real estate taxes and utilities (electricity, gas, trash, and water) for any year of the lease agreement are more than the taxes and utility costs for the base year, as defined below, then, in that event, the amount of the increase in such tax and utility expenses above the amount of the base year shall be proportioned to the tenant based on percentage that the leased premises covered by this lease bears to the total usable space in the entire building. It is agreed that the leased premises covered by this lease is approximately seven hundred square feet and the total usable space for the entire building is 38,000 square feet, and that the TENANT'S proportionate percentage of the total building space is 1.8%

- (b) To figure the rental adjustment, the dollar amount of increase in the combined real estate taxes and utility costs shall be multiplied by 1.8%, the TENANT'S proportionate share of the entire building. A resulting amount is then divided by seven hundred (700) square feet and that amount shall then be added to the base rent per square foot rental figure for the coming lease year. It is agreed that in no event shall the annual per square foot rental figure be increased by more than \$1.25 per square foot for any one year.
- (c) The adjusted base rent figure, as provided above, shall be due and payable to the landlord in monthly installments commencing on February 1, 2018 of the following year, and on the first day of each month thereafter until the next rental adjustment.
- (d) The "base year" shall be the taxes and utility costs attributable to the leased building facility for the calendar year 2016.

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

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

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

- 6. SIGNAGE:** The LANDLORD will provide a community sign identifying the property with a listing of the building tenants at a location near the entrance to the building. The TENANT will be responsible for any individual tenant signage it might desire, the style and location of which shall be subject to prior approval of the LANDLORD.
- 7. JANITORIAL SERVICES:** The LANDLORD shall be responsible for providing janitorial services for the common areas of the leased building facility. The common areas shall consist of the foyer, stairs, and common hallways located outside the lease premises. The TENANT will be responsible for providing janitorial services to the leased premises.
- 8. TAXES:** The LANDLORD shall pay all real estate taxes (including special assessments) on the leased building facility, if any. The TENANT shall pay all personal property taxes assessed against personal property owned by the TENANT and located in the leased premises.
- 9. USE:** The TENANT shall use and occupy the leased premises for the operation of a business office. The TENANT shall not use or knowingly permit any part of the leased

premises to be used for any other purpose, without the prior written consent of the LANDLORD.

- 10. TENANT RENOVATIONS:** The tenant hereby acknowledges that it has had a reasonable opportunity to view and inspect the lease premises prior to the execution of this lease agreement. TENANT and LANDLORD have agreed on certain improvements to the leased space that will be performed by LANDLORD prior to TENANT'S occupancy. LANDLORD agrees to complete the following on TENANT'S behalf: 1) Install new carpet; 2) Remove teacher's platform. In exchange for said improvements by LANDLORD, TENANT hereby agrees to pay one thousand dollars (\$1,000) up front with the execution of this agreement.

The TENANT acknowledges that no representation, statement or warranty, expressed or implied, has been made by or on behalf of the landlord as to the existing condition of the leased premises.

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

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

- 11. TERMINATION BY LANDLORD:** In the event of the sale by the LANDLORD of the lease building facility which includes the lease premises to a third party, the LANDLORD shall have the option to terminate this lease agreement by providing written notice to the TENANT at least twelve (12) months prior to the termination date.
- 12. TERMINATION BY TENANT:** LANDLORD acknowledges TENANT anticipates conduction operations subject to State and Federal government funding. Should TENANT fail to receive adequate funding to continue operations, TENANT may terminate the lease by providing LANDLORD written notice of intent to terminate ninety (90) days prior to termination. Should TENANT terminate the lease under this provision, TENANT shall not rent, lease, or sub-lease any other space within Ford County for the purpose of conducting office operations for the term of this lease.
- 13. CASUALTY INSURANCE:** The LANDLORD agrees to keep the leased building facility insured for the benefit of the LANDLORD against loss of damage by fire and all casualties included in the broadest standard form obtainable of extended coverage or supplemental contract of endorsements. The TENANT shall have the responsibility to insure all of its interest in the fixtures, equipment, inventory, and other TENANT assets.
- 14. TENANT LIABILITY INSURANCE:** The TENANT shall be responsible for and shall provide total and complete liability insurance in the amount of at least \$500,000 that will save and protect the LANDLORD from any and all claims or demands of any kind or character which may arise or claim to arise against the LANDLORD by reason of the use

of leased premises by the TENANT, and the LANDLORD shall be named as an additional insured on such policies.

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

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

immediately after notice has been given by serving a copy of the rules and regulations upon the TENANT.

**20. NOTICES:** Any notice under this lease must be in writing and must be sent by registered or certified mail to the last address of the party to whom the notice is to be given, as designated by the party in writing. The LANDLORD hereby designates its address as CITY HALL, 806 N. Second Avenue, P. O. Box 880, Dodge City, Kansas 67801. The TENANT hereby designates its address as 100 E. Royal Lane, Suite 130, Irving, TX 75039.

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

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

\_\_\_\_\_  
DATE

CITY OF DODGE CITY,  
A MUNICIPAL CORPORATION

By: \_\_\_\_\_  
RICK SOWERS, MAYOR

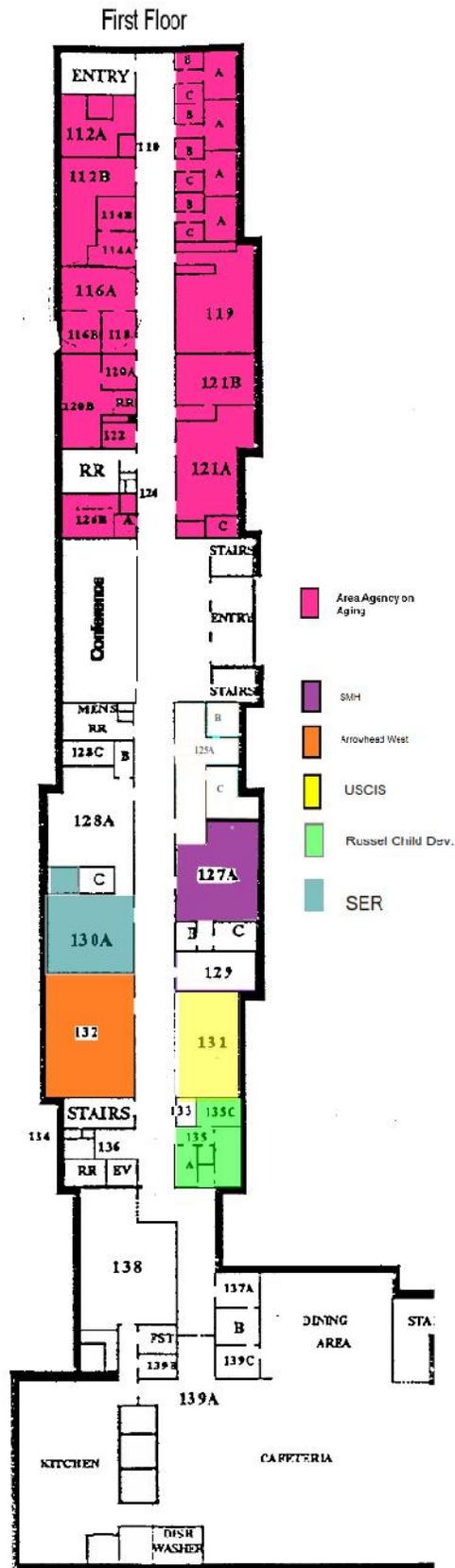
APPROVED:

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

SER-JOBS FOR PROGRESS NATIONAL, INC.

By: \_\_\_\_\_  
LINDA RIVAS, EXECUTIVE VICE PRESIDENT

# Exhibit A



## *Memorandum*

*To: City Commission*  
*From: Ryan Reid*  
*Date: January 11, 2017*  
*Subject: Resolutions No. 2017-01 and 2017-02*  
*Agenda Item: Ordinances and Resolutions*

---

**Recommendation:** I recommend the City Commission approve Resolutions No. 2017-01 and 2017-02

**Background:** Staff expected a possible premium increase due to the hail storm last year and obtained bids from the Kansas Municipal Group Funded Pool (KMIT) and Midwest Public Risk Pool (MPR). The bids were significantly cheaper than what we received from our former insurance carrier and Staff made the change in order to contain costs and maintain adequate coverage.

**Justification:** Rising insurance costs make this change worth potential risk of possible assessment.

**Financial Considerations:** The City stands to save considerably (approximately \$80,000 a year) by joining these pools. There is some risk of assessment but Staff believes the risk is low compared to the annual savings the City will experience. Neither KMIT nor MPR has done an assessment. Another consideration is that the billing for MPR is annual and they bill midyear. This requires us to pay a ½ year's payment in January and then a full year's payment mid-year (for 12 month's coverage).

**Purpose/Mission:** On-going maintenance and improvement of City's property and worker's compensations insurance coverage.

**Legal Considerations:** None

**Attachments:** Resolutions No. 2017-01 and 2017-02

**RESOLUTION NO. 2017-01**

**CITY OF DODGE CITY, STATE OF KANSAS**

**WHEREAS**, the Governing Body of the City of Dodge City, has authority under the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq., as amended, and the Interlocal Cooperation Act, K.S.A. 12-2901, et seq., as amended, to participate in and form a group-funded pool for workers compensation coverage; and

**WHEREAS**, the City of Dodge City has reviewed an agreement to cooperate with other municipalities to form such group-funded pool entitled Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference in this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE ABOVE STATED MUNICIPALITY THAT:**

1. The Bylaws and Interlocal Cooperation Agreement for the Kansas Municipal Insurance Trust, a copy of which is attached hereto and incorporated by reference into this Resolution, is hereby approved.

2. The Mayor is hereby authorized and directed to sign the Agreement on behalf of the municipality.

3. Neither this Resolution nor the Agreement approved hereby is intended to nor does it waive, nor shall it be construed as waiving, any immunity or limitation on liability provided to the League, its offices or employees, by any law, including but not limited to any such immunity or limitation appearing in the Kansas Tort Claims Act or amendments thereto. Furthermore, neither this Resolution or the Agreement is intended to, nor does it provide for coverage in excess of the limitation on liability within the Workers Compensation Act, K.S.A. 44-501 et seq., or amendments thereto.

4. The municipality understands and further by execution of this Resolution and the Agreement agrees that it will comply with the requirements of the Workers Compensation Act and amendments thereto and further understands that in accordance with the BYLAWS AND INTERLOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATION MAY BE SUBJECT TO ASSESSMENT OF ADDITIONAL CONTRIBUTIONS UNDER THE CIRCUMSTANCES DESCRIBED IN THE AGREEMENT.

5. One copy of the signed Agreement shall be mailed to the Executive Director of the League of Kansas Municipalities along with a copy of this Resolution, one copy of the signed Agreement shall be filed with the County Register of Deeds, and one copy of the signed Agreement shall be filed with the Secretary of State of the State of Kansas.

The foregoing Resolution was adopted by a majority vote of the Governing Body of the above-named municipality, State of Kansas, on this 17<sup>th</sup> day of January, 2017.

---

Mayor

ATTEST:

---

City Clerk

**RESOLUTION NO. 2017-02**

**CITY OF DODGE CITY, STATE OF KANSAS**

**WHEREAS**, the City of Dodge City has reviewed an agreement to cooperate with other municipalities to form such group-funded pool entitled Bylaws and Interlocal Cooperation Agreement for Midwest Public Risk, a copy of which is attached hereto and incorporated by reference in this Resolution.

**NOW THEREFORE, BE IT RESOLVED BY THE City Commission OF THE ABOVE STATED MUNICIPALITY THAT:**

1. The Bylaws and Interlocal Cooperation Agreement for Midwest Public Risk Kansas, a copy of which is attached hereto and incorporated by reference into this Resolution, is hereby approved.
2. The Mayor is hereby authorized and directed to sign the Agreement on behalf of the municipality.
3. The municipality understands and further by execution of this Resolution and the Agreement agrees that it will comply with the **BYLAWS AND INTERLOCAL COOPERATION AGREEMENT THAT THE INDIVIDUAL MEMBERS OF THE COOPERATION MAY BE SUBJECT TO ASSESSMENT OF ADDITIONAL CONTRIBUTIONS UNDER THE CIRCUMSTANCES DESCRIBED IN THE AGREEMENT.**
4. One copy of the signed Agreement shall be mailed to the Executive Director of the Midwest Public Risk Kansas along with a copy of this Resolution, one copy of the signed agreement shall be filed with the County Register of Deeds, and one copy of the signed agreement shall be filed with the Secretary of State of the State of Kansas.

The foregoing Resolution was adopted by a majority vote of the Governing Body of the above-named municipality, State of Kansas, on this 17<sup>th</sup> day of January, 2017.

---

Mayor

ATTEST:

---

City Clerk

**NOTICE**

**PURSUANT TO K.S.A. 12-2626**

The proposed Kansas Municipal Insurance Trust is a group-funded pool formed through the Kansas Municipal Group-Funded Pool Act, K.S.A. 12-2616, et seq. The group-funded pool is not an insurance company subject to the general laws and rules and regulations relating to insurance companies; and the group-funded pool is subject to separate regulation by the Kansas Insurance Department as authorized by state statute and cannot commence or continue operations without a certificate of authority. Such authorization does not constitute an endorsement or recommendation of the coverage provided.

**ACKNOWLEDGEMENT AND RECEIPTS OF NOTICE  
ON BEHALF OF THE CITY OF DODGE CITY, KANSAS**

By: \_\_\_\_\_  
Mayor

Date: \_\_\_\_\_



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806 N. 2<sup>nd</sup> Avenue \* Dodge City Ks 67801 \* 620-225-8100 (phone) \* 620-225-8144

## *Memorandum*

**To:** Cherise Tieben, City Manager  
City Commissioners  
**From:** Ernestor De La Rosa, Asst. to the City Manager  
**Date:** January 17th, 2017  
**Subject:** Sister City Agreement  
**Agenda Item:** Resolution No. 2017-03

**RECOMMENDATION:** Staff recommends approval of the Sister City Agreement between the City of Dodge City, Kansas and the Town of Beit Jann, Israel.

**BACKGROUND:** City staff was approached by Balter, Guth, Aloni & Co. (BGA) to explore forming this partnership with the Town of Beit Jann, Israel. Israeli cities currently have sister cities in South America, Asia and other countries. BGA is a leading law firm in Israel representing the Israeli Rail Authority, National Oil Company and many other sovereign and local government organizations. They provide legal service structure to governments and corporations to grow economic development with cities that desire mutual economic development including investment into projects and trade relationships. Additionally, BGA is working with the Kansas Department of Commerce to form these partnerships in the state of Kansas.

**JUSTIFICATION:** City staff believes that this partnership is worth exploring, which can provide opportunities for mutually beneficial partnership through economic development and growth, including the potential to greater access to trade, financing, and technology.

**FINANCIAL CONSIDERATIONS:** None.

**PURPOSE/MISSION:** This partnership is consistent with the City's core value of making Dodge City the best place to be.

**LEGAL CONSIDERATIONS:** This agreement does not expose the City to any liability. The City Attorney has reviewed and approved the agreement.

**ATTACHMENTS:** Sister City Agreement.

## **Resolution No. 2017-03**

### **Sister City Agreement**

Whereas the City of Dodge City and the City of Beit Jann desire closer ties and friendship, and the mutual opportunity to promote economic development, including greater access to trade, financing and the exchange of technology; and

Whereas, in order to foster these goals, the people of the City of Dodge City, and the people of the City of Beit Jann, agree to collaborate for the mutual benefit of their communities by exploring educational, technological, and economic opportunities; and

Whereas, one city may have educational, technological, economic projects in which the other city would like to participate, such projects may include tourism development projects, marketing licenses, rights of use for energy savings, as well as research and development projects and other projects involving intellectual property;

Therefore, the City of Dodge City and the City of Beit Jann do hereby proclaim themselves “Sister Cities”, and declare their intent to participate together on projects as described above which are of mutual benefit;

Furthermore, each City shall refrain from entering into similar relationships with other cities located in proximity to its Sister City.

This agreement goes into effect upon the execution of the agreement by the Mayor of Dodge City and by the Mayor of Beit Jann. This agreement is written in English and in Hebrew, and both texts will have equal power and effect.

Mayor of Dodge City

Mayor of Beit Jann

\_\_\_\_\_

\_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

## Memorandum

*To: City Manager  
City Commissioners*  
*From: Ray Slattery*   
*Director of Engineering Services*  
*Date: January 12, 2017*  
*Subject: 2017 Street Program*  
*Agenda Item: New Business*

---

**Recommendation:** Approve the 2017 Street Program as outlined below.

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

**Justification:** The projects included in this years Street Program were selected from a list of streets as being of the highest priority. Once identified, the appropriate repair technique was chosen for each. These selected streets only account for a portion of the streets that require capital maintenance and next year we will continue the street program and prioritize which streets are in the most severe condition.

**Financial Considerations:** Partial funding of these projects will come form the City's Special Streets Fund for construction and maintenance of the city's streets. A total of \$320,000 would be allocated from the Special Streets Fund for this program. The remaining funds would need to come from General Obligation Bonds. A total of \$1,050,000 of the funds would need to come from GOB funds to complete the program as presented. Staff and the Finance director will work together to determine the repayment amount of the additional GOB. Staff will return to the Commission for their approval of the additional GOB. Staff wants to begin the intial design of the GOB listed projects. Projects totaling \$2,839.000 have already been authorized by the Commission.

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

**Legal Considerations:** N/A

**Attachments:** List of 2017 Street Projects and Map.

## 2017 STREET PROGRAM LIST

### SPECIAL STREETS FUNDING

**\$320,000**

#### **MASTIC ONE PATCHING –**

**\$ 50,000**

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

#### **PAVEMENT MARKINGS –**

**\$ 40,000**

This money will go towards materials needed to remove and restripe pavement markings that have been worn away and any other maintenance required for pavement markings. This year's big project will include the removal and the restriping of the two-way left-turn lane markings on South 2<sup>nd</sup> Ave. from the bridge to US 56 Highway.

#### **TRAFFIC SIGNAL IMPROVEMENTS –**

**\$ 50,000**

This money will be used to reconfigure the intersection of 14<sup>th</sup> Ave. & Ross Blvd. to add a left turn lane for east bound traffic with a protected left turn arrow. A protected left turn arrow will also be added to south bound traffic.

#### **SIDEWALK CONSTRUCTION & REPAIRS –**

**\$ 20,000**

This money goes towards the construction of new sidewalks and repair of existing sidewalks, either by the City or through the Cost-Share Program. This year the funds will go towards sidewalk improvements along the new bike/pedestrian path in Chilton Park at the monument sign and the playground.

#### **CENTRAL AVE. AND UNIVERSITY DR. INTERSECTION –**

**\$ 120,000**

This money will go towards improving the Central and University Intersection by widening the East leg and constructing a dedicated left turn lane. The traffic signal will require modifications as well as the existing striping alignment on the west leg of the intersection.

#### **STREET PAVEMENT CONDITION SURVEY --**

**\$ 40,000**

This money will pay for a pavement condition survey to be completed on all asphalt city streets. Data collected in this survey will include roadway distresses such as; cracking, potholes, patching, rutting, roughness, distortions, and all other pavement conditions that negatively impact the quality of ride of the roadway. These distresses will be measured and documented with the naked eye as well as through the use of a Laser RST (Road Surface Tester). Completing this survey will help set a baseline condition for the city streets through an unbiased, quantitative point of view to aid in planning and prioritizing future street maintenance projects.

**PROPOSED GOB FUNDED PROJECTS**

**\$ 1,100,000**

**TRAIL ST. RECONSTRUCTION (NATIONAL BEEF ENTRANCE) – \$ 250,000**

The asphalt pavement is failing due to all the heavy truck traffic entering National Beef off of Trail St. This project will complete a full depth reconstruction of 275 feet of Trail St. with 10” (NRDJ)(AE) Concrete pavement.

**ASPHALT STREET PROJECTS - \$ 300,000**

This funding will go towards the reconstruction and/or mill & overlay of asphalt streets. The locations and type of work include: the reconstruction of Market St. from Sunnyside Ave. to 2<sup>nd</sup> Ave., 2” mill & overlay of Soule St. from 14<sup>th</sup> Ave. to Hi St., and a 2” mill & overlay of 6<sup>th</sup> Ave. from US 50 north approximately 250 feet. If funds are still available after these projects are bid, the limits of the Soule St. mill & overlay may be extended.

**DESIGN OF AVE. K RCB REPLACEMENT- \$ 50,000**

This funding will go towards the redesign of the RCB under Military St. at Ave. K. This box structure is beginning to fail and is in need of replacement. While this box structure is being replaced it is our desire to align the offset intersection of Military St. and Ave. K.

**1<sup>ST</sup> AVE. RECONSTRUCTION & WATERLINE REPLACEMENT - \$ 500,000**

This funding is proposed to extend the limits of the previously funded 1<sup>st</sup> Ave. reconstruction project to include five city blocks instead of three. This funding would be in addition to last year’s General Obligation Bonds.

**PREVIOUS GOB FUNDED PROJECTS**

**CENTRAL AVE. IMPROVEMENTS – (Begins 4/4/17) \$ 983,064.50**

This is the project to widen of Central Ave. from Layton St. to the north drive of the Village Square Mall to allow for a two-way left turn lane and align the south mall drive with San Jose St. to install a traffic signal. This project was put out to bid last year to which JAG Construction Co. was the low bidder.

**1<sup>ST</sup> AVE. RECONSTRUCTION & WATERLINE REPLACEMENT - \$ 240,000**

Replacement of a 3 block section of brick street from Hickory St. to Division St. along with the underlying water main. The roughest 3 continuous blocks with the most water main issues was selected.

**4<sup>TH</sup> AVE. RECONSTRUCTION (BID 1/17) – \$ 150,000**

This is the project to reconstruct 4<sup>th</sup> Ave. adjacent to the new hotel development down to the table top entrance to the water park. There should be excess GOB Funds from past projects to cover this.

**PARK ST. RECONSTRUCTION – (Begins April 2017) \$ 335,000**

Reconstruction of Park St. from 5<sup>th</sup> Ave. to Santa Fe Ave. The condition of the street along with the utility cuts for the Water Park construction make it necessary to complete this project. Additional parking will be added to the area with the project as well as storm

water improvements. This project was bid last year, to which Building Solutions was the low bidder with a bid of \$316,000.

**6<sup>TH</sup> AVE. EXTENSION – \$ 1,600,000**

This is to extend 6<sup>th</sup> Ave. from Ross Blvd. north to the northernmost street of the newly proposed development. This project will also construct the second drive into Legends Park and another 1/8 of mile extension to the Pedestrian and Bike Path. This project was originally proposed in 2005. We have plans designed and sitting on the shelf that would actually extend 6<sup>th</sup> Ave. to near the future intersection with Iron Rd. The estimate for the complete buildout for this extension is \$1.6M but only \$600,000 would come from new GOB funding. This will be accomplished by redirecting the \$1 million designated for the purchase of ROW for the Comanche St. extension to US 50.

**US 50 & FAIRWAY DRIVE INTERSECTION – (Lets January 2017) \$ 600,000**

This is the City's share of the KDOT GI Project. This project is slated to be bid in March of 2017 and we will need to make payment to KDOT at that time for our share.

Since it does not seem that Summerlon 5 is going to be constructed and we have already committed to building the intersection of US 50 and Fairway Dr. We need to connect the existing end of Fairway Dr. to the proposed intersection at US 50. We will go about this by designing the road and accompanying utilities up to where the design of Summerlon 5 ends. This project will be bid separate and under contract before KDOT will let the US50 Highway intersection project.

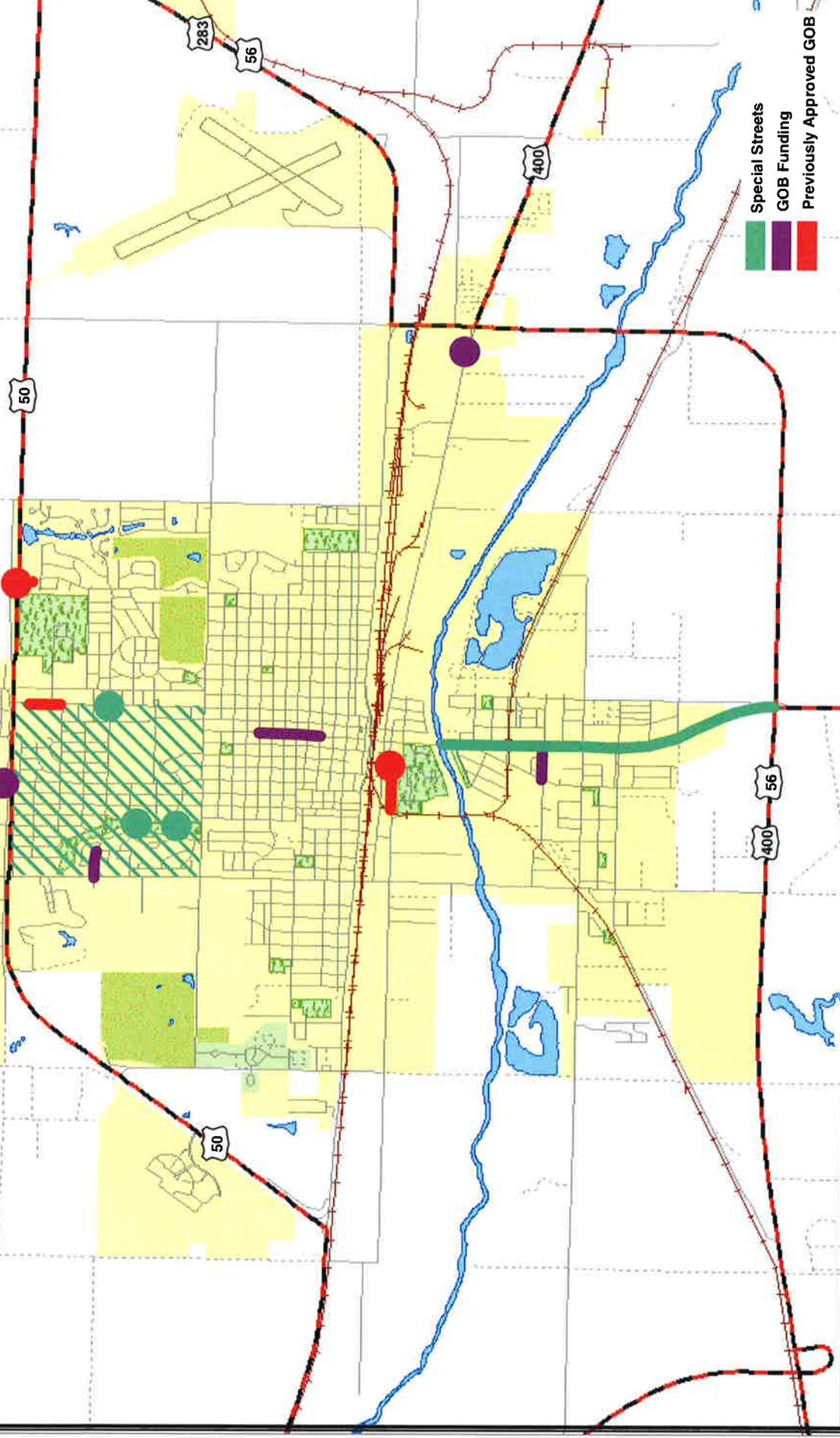
**AVE. A BRIDGE DECK REPLACEMENT (BID 1/17) – \$ 350,000**

The existing metal decking on this bridge has been repaired by City crews and is in need of total replacement. This reconstruction will consists of replacing the road surface over the bridge along with the metal decking. The steel girders under the decking shall be sand blasted or cleaned in a similar fashion and given a new coating with the project as well.



# 2017 Street Program

City of Dodge City



## *Memorandum*

*To: City Manager  
City Commissioners*

*From: Nathan Littrell*

*Date: January 17, 2017*

*Subject: Candletree Unit 8 Addition – Final Plat*

*Agenda Item: New Business*

---

**Recommendation:** The Planning Commission met January 10, 2017 to review and recommend approval of this plat. This plat meets all of the requirements of the Dodge City Zoning Regulations and the Dodge City Subdivision Regulations.

**Background:** Tim Volz is planning to build a single-family housing development once this plat is approved. This plat is a re-plat Candletree 7 and an additional tract of land. The Candletree 7 Plat was just approved back in July of 2016, but the developer had determined that the cost to develop the lots as platted were too high. The proposed Candletree 8 Plat reconfigures the previous plat as well as it subdivides an additional tract of land.

**Justification:** This property is zoned R-1, Residential Low Density and conforms to the Dodge City Subdivision Regulations, Dodge City Zoning Regulations and the City Comprehensive Plan.

**Financial Considerations:** None

**Purpose/Mission:** To provide additional residential development.

**Legal Considerations:** None

**Attachments:** Plat Approval Application, Candletree Unit 8 Final Plat

CITY OF DODGE CITY  
APPLICATION FOR PLAT APPROVAL

Section No. 14  
Township No. 26 S  
Range No. 25 W

Subdivision Case No. 16-14  
Date Filed 1/4/17

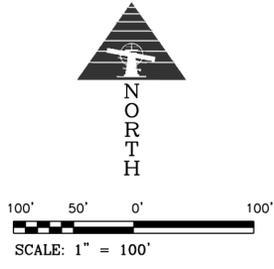
- I. Name of Subdivision CLANDUETREE 8
- II. General Location FUTURE 6<sup>TH</sup> AVE & IRON RD
- III. Name of Property Owner TIMOTHY VOLZ / VOLZ BUILDERS, LLC  
Address 11170 KUIESEN STREET, DODGE CITY, KS  
Phone 620-225-3127
- IV. Name of Agent SAME AS OWNER  
Address \_\_\_\_\_  
Phone \_\_\_\_\_
- V. Name of Surveyor SMH CONSULTANTS / TIM SLOAN  
Address 234 SAN JASE ST., DODGE CITY, KS  
Phone 620-255-1952
- VI. Subdivision Information:  
A. Gross Acreage of Plat 25.00 (Ac.)
- B. Number of Lots:  
1. Residential 48  
2. Commercial \_\_\_\_\_  
3. Industrial \_\_\_\_\_  
4. Other 2 TRACTS
- C. Minimum Lot Frontage 48.86'
- D. Minimum Lot Area 0.23 AC.
- E. Existing Zoning R1
- F. Proposed Zoning R1
- G. Public Water Supply Yes X No \_\_\_\_\_
- H. Public Sanitary Sewers Yes X No \_\_\_\_\_

.....

This application was received at the office of the Secretary of the Dodge City Zoning Board at 11:00 (A.M.) (P.M.) on the 4<sup>TH</sup> day of January, 2017. It has been checked and found to be complete and accompanied by required documents and the appropriate fee of \$ 200.00.

Nathan Little  
Name

Planning & Zoning Administrator  
Title



**LEGEND**

- MONUMENT FOUND (1/2" REBAR), ORIGIN: NOTED
- 1/2" X 24" REBAR W/CLS 66 CAP SET
- △ SECTION CORNER, NOTE: ALL SECTION CORNER MONUMENT ORIGINS ARE UNKNOWN UNLESS OTHERWISE NOTED.
- (P) PLAT DISTANCE
- (S) SURVEYED DISTANCE
- B.S. BUILDING SETBACK
- U.E. UTILITY EASEMENT
- UTILITY EASEMENT

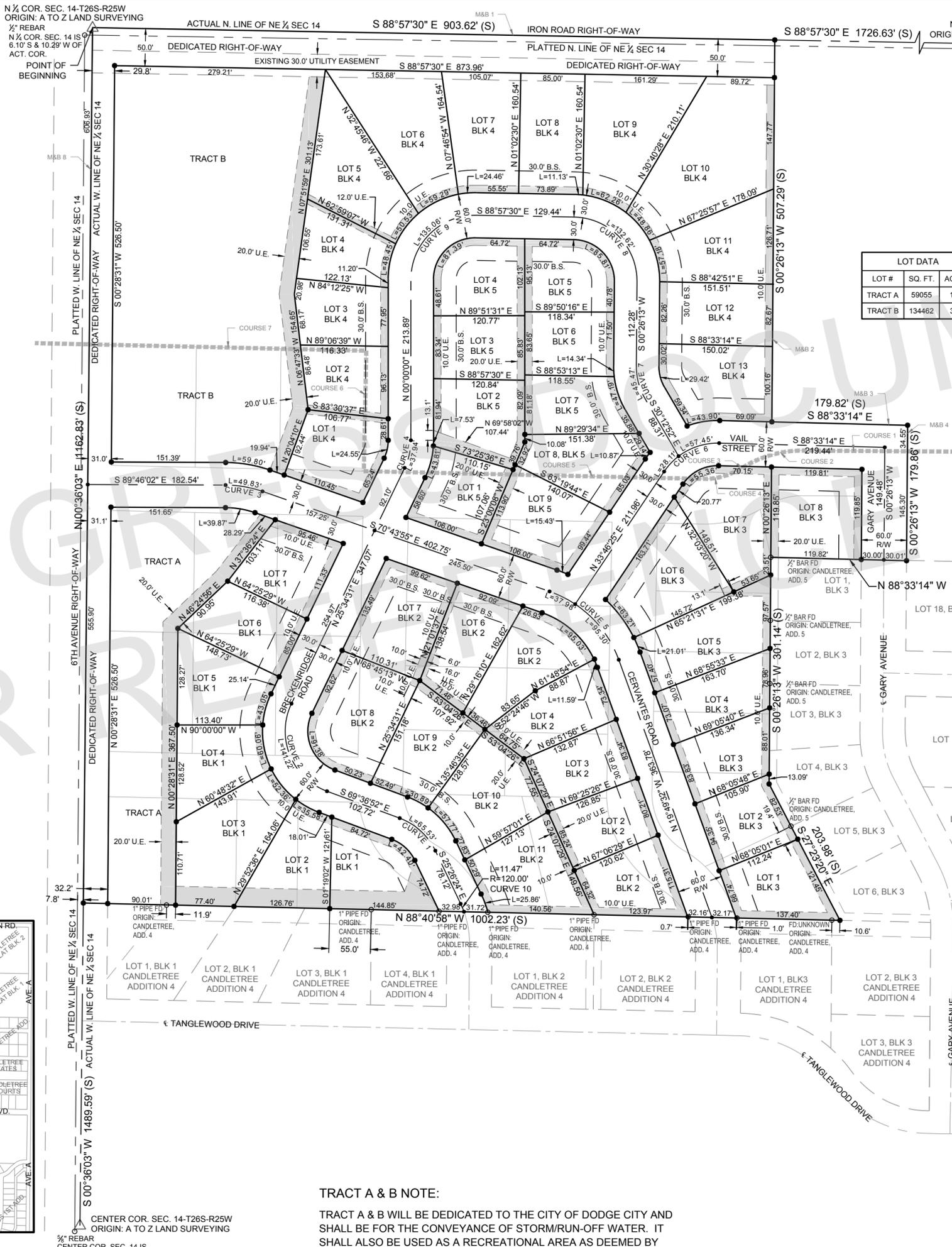
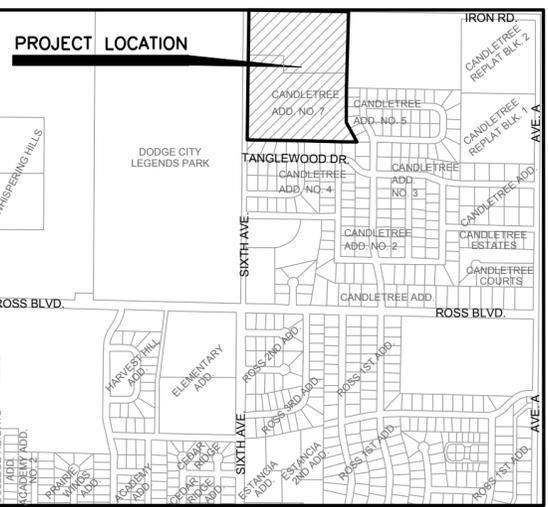
C CURVE DATA						
NO.	RADIUS	ARC	CHORD	DELTA	TANGENT	BEARING
C1	85.00'	65.53'	63.92'	44°10'29"	34.49'	N 47°31'38" W
C2	85.00'	141.22'	125.53'	95°11'24"	93.07'	N 22°01'11" W
C3	150.00'	49.83'	49.61'	19°02'06"	25.15'	N 80°14'58" W
C4	85.00'	37.94'	37.63'	25°34'31"	19.29'	S 12°47'16" W
C5	150.00'	133.27'	128.93'	50°54'23"	71.40'	N 45°16'44" W
C6	85.00'	85.56'	81.99'	57°40'21"	46.80'	S 62°36'36" W
C7	85.00'	45.47'	44.93'	30°39'05"	23.29'	N 14°53'19" W
C8	85.00'	132.62'	119.57'	89°23'43"	84.11'	N 44°15'39" W
C9	85.00'	135.06'	121.30'	91°02'30"	86.56'	S 45°31'15" W
C10	120.00'	11.47'	11.46'	5°28'33"	5.74'	N 22°42'07" W

**NOTES:**  
All building setback lines within the area being platted are to be 30.0' unless otherwise noted.

There are no buildings on the subject property.

**FLOOD NOTE:**  
Flood Zone X, an area determined to be outside the 0.2% annual chance floodplain, FEMA FIRM (Flood Insurance Rate Map) Community Panel Number 20161C0335G, Effective Date, March 16, 2015 and Community Panel Number 20161C0334G, Effective Date, March 16, 2015.

BEARINGS USED FOR THIS SURVEY WERE BASED ON THE NORTH LINE OF THE NORTHEAST QUARTER OF SECTION 14 - TOWNSHIP 26 SOUTH - RANGE 25 WEST, BEING ASSUMED S 88°57'30" E.



METES & BOUNDS COURSE DATA	
COURSE #	BEARING & DISTANCE
M&B 1	S 88°57'30" E 903.62'
M&B 2	S 00°26'13" W 507.29'
M&B 3	S 88°33'14" E 179.82'
M&B 4	S 00°26'13" W 34.55'
COURSE 1	N 89°33'47" W 137.78'
COURSE 2	RAD:150.00' ARC LEN: 78.54' CHORD: S 75°26'13" W 77.65'
COURSE 3	S 60°26'14" W 13.21'
COURSE 4	RAD: 90.00' ARC LEN: 48.51' CHORD: S 75°52'37" W 47.92'
COURSE 5	N 88°40'58" W 449.04'
COURSE 6	N 01°09'11" E 160.00'
COURSE 7	N 88°40'58" 367.02'
M&B 5	N 00°36'03" E 420.77'

LOT DATA			LOT DATA			LOT DATA			LOT DATA		
LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES	LOT #	SQ. FT.	ACRES
TRACT A	59055	1.36	LOT 1, BLK 1	12365	0.28	LOT 4, BLK 2	11483	0.26	LOT 7, BLK 3	15190	0.35
TRACT B	134462	3.09	LOT 1, BLK 2	10544	0.24	LOT 4, BLK 3	10993	0.25	LOT 7, BLK 4	14846	0.34
			LOT 1, BLK 3	11061	0.25	LOT 4, BLK 4	10080	0.23	LOT 7, BLK 5	10170	0.23
			LOT 1, BLK 4	11883	0.27	LOT 4, BLK 5	11805	0.27	LOT 8, BLK 2	15922	0.37
			LOT 1, BLK 5	10945	0.25	LOT 5, BLK 1	12112	0.28	LOT 8, BLK 3	14357	0.33
			LOT 2, BLK 1	11990	0.28	LOT 5, BLK 2	12889	0.30	LOT 8, BLK 4	13602	0.31
			LOT 2, BLK 2	10226	0.23	LOT 5, BLK 3	15184	0.35	LOT 8, BLK 5	11994	0.28
			LOT 2, BLK 3	10030	0.23	LOT 5, BLK 4	16009	0.37	LOT 9, BLK 2	13084	0.30
			LOT 2, BLK 4	10084	0.23	LOT 5, BLK 5	10779	0.25	LOT 9, BLK 4	19163	0.44
			LOT 2, BLK 5	12542	0.29	LOT 6, BLK 1	11267	0.26	LOT 9, BLK 5	13776	0.32
			LOT 3, BLK 1	17899	0.41	LOT 6, BLK 2	12135	0.28	LOT 10, BLK 2	14698	0.34
			LOT 3, BLK 2	10436	0.24	LOT 6, BLK 3	15454	0.35	LOT 10, BLK 4	26669	0.61
			LOT 3, BLK 3	10024	0.23	LOT 6, BLK 4	18971	0.44	LOT 11, BLK 2	14232	0.33
			LOT 3, BLK 4	10057	0.23	LOT 6, BLK 5	10012	0.23	LOT 11, BLK 4	14347	0.33
			LOT 3, BLK 5	10217	0.23	LOT 7, BLK 1	11149	0.26	LOT 12, BLK 4	12371	0.28
			LOT 4, BLK 1	11187	0.26	LOT 7, BLK 2	14349	0.33	LOT 13, BLK 4	14234	0.33

**TRACT A & B NOTE:**  
TRACT A & B WILL BE DEDICATED TO THE CITY OF DODGE CITY AND SHALL BE FOR THE CONVEYANCE OF STORM/RUN-OFF WATER. IT SHALL ALSO BE USED AS A RECREATIONAL AREA AS DEEMED BY THE CITY OF DODGE CITY.

*Final Plat*  
**CANDLETREE, UNIT 8**  
*a Re-Plat of Candletree, Unit 7 & a Tract of land in the Northeast Quarter of Section 14, Township 26S, Range 25W, City of Dodge City, Ford County, Kansas*



2017 Vanesta Place, Suite 110 • Manhattan, Kansas 66503  
(785) 776-0541 • FAX 776-9760 • Email: tim@smhconsultants.com  
Project #1609DG4037 DD #TDS48

**JANUARY 2017**

**OWNERS CERTIFICATE:**

THE UNDERSIGNED, TIMOTHY E. VOLZ, MANAGING MEMBER OF VOLZ BUILDERS, LLC, HEREBY CERTIFIES THAT THEY ARE CAUSED TO BE LAID OUT AND PLATTED A TRACT OF LAND TO BE CALLED "CANDLETREE, UNIT 8" AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, WHICH INCLUDES PORTIONS OF THE FOLLOWING: A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE S 88°57'30" E 903.62 FEET ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE S 00°26'13" W 507.29 FEET; THENCE S 88°33'14" E 179.82 FEET; THENCE S 00°26'13" W 34.55 FEET TO THE NORTH LINE OF THE CANDLETREE ADDITION, UNIT 7, CITY OF DODGE CITY, FORD COUNTY, KANSAS; THENCE

ALONG THE NORTH LINE OF THE SAID CANDLETREE ADDITION THE FOLLOWING 7 COURSES,  
COURSE: 1 N 89°33'47" W 137.78 FEET  
COURSE: 2 ON A CURVE TO THE LEFT WITH A RADIUS OF 150.00 FEET, AN ARC LENGTH OF 78.54 FEET, CHORD BEING S 75°26'13" W 77.65 FEET,  
COURSE: 3 S 60°26'14" W 13.21 FEET,  
COURSE: 4 ON A CURVE TO THE RIGHT WITH A RADIUS OF 90.00 FEET, AN ARC LENGTH OF 48.51 FEET, CHORD BEING S 75°52'37" W 47.92 FEET,  
COURSE: 5 N 88°40'58" W 449.04 FEET,  
COURSE: 6 N 01°09'11" E 160.00 FEET,  
COURSE: 7 N 88°40'58" W 367.02 FEET TO THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 14; THENCE N 00°36'03" E 420.77 FEET TO THE POINT OF BEGINNING, CONTAINING 10.73 ACRES.

AND

LOTS ONE (1), TWO (2), THREE (3), AND FOUR (4), BLOCK ONE (1); LOTS ONE (1), TWO (2), THREE (3), FOUR(4), FIVE (5), SIX (6), BLOCK TWO (2); LOTS ONE (1), TWO (2), THREE (3), BLOCK THREE (3); LOTS ONE (1), TWO (2), THREE (3), FOUR (4) FIVE (5), SIX (6), SEVEN (7), EIGHT (8), NINE (9), TEN (10), BLOCK FOUR (4); LOTS ONE (1), TWO (2), THREE (3), FOUR (4), FIVE (5), AND SIX (6), BLOCK FIVE (5), ALL IN FINAL PLAT OF CANDLETREE UNIT 7, AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

THE UNDERSIGNED, AS SUCH OWNERS, DO HEREBY STATE THAT ALL STREET RIGHT-OF-WAYS AS SHOWN ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC, AN EASEMENT AND LICENSE TO LOCATE, CONSTRUCT, OPERATE, INSPECT, REPLACE, AND MAINTAIN, OR AUTHORIZE THE LOCATION, CONSTRUCTION, OPERATION, INSPECTION, REPLACEMENT AND MAINTENANCE OF POLES, WIRES, CONDUITS, WATER, GAS, AND SEWER PIPES; REQUIRED DRAINAGE CHANNELS OR STRUCTURES; HARD AND IMPERVIOUS SURFACES; OR, OTHER STRUCTURES NECESSARY TO CARRY OUT THE FUNCTION OF THE EASEMENT, UPON THE AREA MARKED FOR EASEMENTS ON THIS PLAT, IS ALSO HEREBY DEDICATED TO THE PUBLIC, WHEN, AND IF, USED ON THIS PLAT, THE TERM "UTILITY" SHALL INCLUDE, BY WAY OF EXAMPLE, BUT NOT LIMITED TO, SEWER, WATER, GAS, ELECTRICITY, CABLE T.V. AND TELEPHONE, WHEN, AND IF, USED ON THIS PLAT, THE TERM "TRAVEL" SHALL INCLUDE ALL FORMS OF TRAVEL, BY WHATEVER MEANS, UNLESS THE TERM IS LIMITED BY OTHER WORDS OR PHRASES, SUCH AS, "PEDESTRIAN TRAVEL", ETC. THE UNDERSIGNED ACKNOWLEDGES THAT PURSUANT TO K.S.A. 12-406, THE DEDICATION OF RIGHT-OF-WAYS AND EASEMENTS TO THE PUBLIC CONSTITUTES A CONVEYANCE THEREOF TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, IN TRUST, FOR THE USES NAMED, EXPRESSED OR INTENDED.

Volz Builders, LLC

\_\_\_\_\_  
Timothy E. Volz, Managing Member

STATE OF KANSAS  
COUNTY OF FORD SS

BEFORE ME, A NOTARY PUBLIC, WITHIN AND FOR SAID COUNTY AND STATE, PERSONALLY KNOWN TO ME TO BE THE LEGAL PARTY WHO EXECUTED THE ABOVE AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT SAID PARTY EXECUTED THE SAME AS A FREE AND VOLUNTARY ACT AND DEED FOR THE PURPOSES SET FORTH.

IN WITNESS WHEREOF, I HAVE HEREUNTO PUT MY HAND AND SEAL THE DAY AND YEAR LAST ABOVE WRITTEN.

MY COMMISSION EXPIRES \_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC

DODGE CITY ZONING BOARD:

THIS PLAT OF "CANDLETREE, UNIT 8" HAS BEEN SUBMITTED TO AND APPROVED BY THE DODGE CITY ZONING BOARD THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
CHAIRMAN, FRANK ROSE

\_\_\_\_\_  
SECRETARY, NATHAN LITRELL

REGISTER OF DEEDS CERTIFICATE  
STATE OF KANSAS  
COUNTY OF FORD SS

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD IN THE OFFICE OF FORD COUNTY REGISTER OF DEEDS ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 IN PLAT BOOK \_\_\_\_\_, PAGE \_\_\_\_\_, AND IS DULY RECORDED.

\_\_\_\_\_  
BRENDA POGUE, FORD COUNTY REGISTER OF DEEDS

**SURVEYOR:**  
SMH Consultants  
Tim Sloan, P.S., President  
2017 Vanesta Place, Suite 110,  
Manhattan, KS 66503  
PH: 785-776-0541

**OWNER & SUB-DIVIDER:**  
Volz Builders  
Contact: Tim Volz  
11170 Kliesen Street  
Dodge City, Kansas 67801  
Ph: 620-255-3127

CITY APPROVAL  
STATE OF KANSAS  
CITY OF DODGE CITY

THE ABOVE AND FOREGOING DOCUMENT KNOWN AS "CANDLETREE, UNIT 8" TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS, HAVING BEEN SUBMITTED TO THE GOVERNING BODY OF THE CITY OF DODGE CITY, FORD COUNTY, KANSAS AT THE REGULAR MEETING HELD ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, HAS BEEN EXAMINED AND CONSIDERED AND THE SAME IS HEREBY APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

THE CITY OF DODGE CITY, KANSAS

\_\_\_\_\_  
RICK SOWERS, MAYOR

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

CERTIFICATION BY REVIEW SURVEYOR  
STATE OF KANSAS  
COUNTY OF FORD SS

THIS PLAT HAS BEEN EXAMINED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017 FOR COMPLIANCE WITH THE REQUIREMENTS OF THE ACT CONCERNING LAND SURVEYS IN THE STATE OF KANSAS, K.S.A. 58-2005.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT

**SURVEYOR CERTIFICATE:**

I, TIM SLOAN, THE UNDERSIGNED, DO HEREBY CERTIFY THAT I AM, BY PROFESSION, A LAND SURVEYOR, AND THAT THE RE-PLAT OF "CANDLETREE, UNIT 8", AN ADDITION TO THE CITY OF DODGE CITY, FORD COUNTY, KANSAS CORRECTLY REPRESENTS A SURVEY MADE UNDER MY SUPERVISION ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017, AND THAT ALL MONUMENTS SHOWN HEREIN ACTUALLY EXIST AND THEIR POSITIONS ARE CORRECTLY SHOWN. THIS SURVEY MEETS THE KANSAS MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING OF A TRACT OF LAND WHICH INCLUDES PORTIONS OF THE FOLLOWING:

A TRACT OF LAND IN THE NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 26 SOUTH, RANGE 25 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF DODGE CITY, FORD COUNTY, KANSAS DESCRIBED AS FOLLOWS:

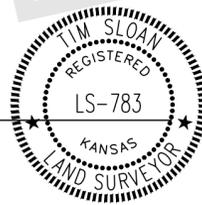
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SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.



\_\_\_\_\_  
TIM SLOAN, P.S.  
PRESIDENT

**TRANSFER RECORD CERTIFICATE:**

THIS IS TO CERTIFY THAT THIS INSTRUMENT WAS ENTERED INTO THE TRANSFER RECORD ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2017.

\_\_\_\_\_  
DEBBIE COX, FORD COUNTY CLERK

*Final Plat*  
**CANDLETREE, UNIT 8**  
*a Re-Plat of Candletree, Unit 7 & a Tract of land in the Northeast Quarter of Section 14, Township 26S, Range 25W, City of Dodge City, Ford County, Kansas*



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JANUARY 2017